



**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA**

6:30 PM, Tuesday, December 13, 2022

Welcome to our Council meeting. In the interest of time efficiency and ensuring that everyone who wishes to address the Council is given the opportunity to do so, the following will apply to all comments made by the public. Each speaker will be permitted 3 minutes to address the Council. These time limits may be extended by the Mayor or by majority vote of the Council. To avoid disruption of the meeting, speakers should avoid inappropriate language, personal attacks and derogatory statements and direct comments to the Council. Everyone is requested to be respectful of each other even when we disagree. All public comments should be directed to the Council, and the issue at hand. Everyone should avoid personal attacks and derogatory statements. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS

Chairman Parks, Lake County Board of County Commissioners, District 2

PUBLIC COMMENT

REPORTS

CONSENT AGENDA

The next portion of the meeting is the consent agenda which contains items that have been determined to be routine and non-controversial. If anyone in the audience wishes to address a particular item on the consent agenda, now is the opportunity for you to do so. Additionally, if staff or members of the City Council wish to speak on a consent item, they have the same opportunity.

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| Item No. 1 - Council Meeting Minutes | Consider approval of the October 25, 2022, November 8, 2022 and November 29, 2022 meeting minutes. |
| Item No. 2 - Council Meeting Calendar | Consider the 2023 meeting calendar. |
| Item No. 3 - Surplus Request | Consider declaring surplus from Information Technology, City Clerk, Finance, Building Services, and Procurement Services equipment that has reached end of life and dispose of in accordance with the Purchasing Policy. |
| Item No. 4 - Grant Acceptance | Consider grant award agreement for Vaccine and Testing assistance during COVID-19 with the State of Florida, Division of Emergency Management as the pass through entity for a Federal Award in the estimated amount of \$170,000. |
| Item No. 5 - Right to Entry Agreement | Consider agreement through Orange County Conserv II property to access a wetland monitoring well. |

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| Item No. 6 - Contract Amendment | Consider amendments to annual term contracts that have exceeded or may exceed \$50,000 on an annual basis. |
| Item No. 7 - Interlocal Agreement Amendment | Consider agreement amendment with Lake County for consulting services for Wellness Way, previously approved on October 11, 2022. |
| Item No. 8 - Resolution No. 2022-018R | Consider amending the cemetery rules and regulations and fee adjustment. |
| Item No. 9 - Resolution No. 2022-042R | Consider Building Services permit fee schedule adjustment based on new fee study. |
| Item No. 10 - Resolution No. 2022-046R | Consider amending the Parks and Recreation fee schedule to include fees for the Community Garden. |
| Item No. 11 - Bid Award for Auto Body Repair Services | Consider the award and approval of a term contract with Rachel's Collision Center, LLC. to provide auto body repair services for the estimated annual amount of \$60,000. |
| Item No. 12 - Piggyback City of Plantation Contract | Consider piggyback contract with Allied Universal Corporation to provide delivery of sodium hypochlorite. |
| Item No. 13 - Piggyback Lake County Contract | Consider the piggyback contract with Bayse Supply Company to provide janitorial supplies. |
| Item No. 14 - Piggyback Sourcewell Cooperative contract | Consider Sourcewell Cooperative piggybacking contract with Jack Doheny Companies, Inc. to acquire one, two-ton, hot box transporter for road maintenance for the budgeted amount of \$53,777.30. |
| Item No. 15 - Piggyback City of Boynton Beach Contracts | Consider piggyback contracts with Fortline, Inc. d/b/a Fortline Waterworks to supply pipe and brass fittings and accessories. |
| Item No. 16 - Piggyback NASPO Contract | Consider the piggyback contract with Bridgestone America Tire Operation, LLC to provide tires, tubes, and services. |

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Item No. 17 - Piggyback NASPO Contract

Consider the piggyback contract with Konica Minolta Business Solutions U.S.A., Inc. to provide copiers and managed print services.

Item No. 18 - Piggyback NASPO Contract

Consider the piggyback contract with Goodyear Tire & Rubber Company to provide tires, tubes, and services.

UNFINISHED BUSINESS

Item No. 19 - Ordinance No. 2022-033 *Final
Clonts Property Rezoning*

Consider tabling final hearing to January 10, 2023.

NEW BUSINESS

Item No. 20 - Variance Request
1875 Johnson Drive

Consider a request for a reduced rear yard setback from 25 feet to 12 feet for the construction of a two-car garage.

Item No. 21 - Resolution No. 2022-044R

Consider Resolution approval for federal income tax purposes of the issuance of revenue bonds by the Orange County Health Facilities Authority.

Item No. 22 - Board Appointments

Consider appointments to the Planning and Zoning Commission.

Item No. 23 - Ordinance No. 2023-001
*Transmittal
Evaluation & Appraisal Review (EAR)*

Consider Ordinance transmittal to analyze the Comprehensive Plan Goals, Objectives, and Policies to ensure compliance with changes in state law and local conditions.

ADJOURN

Public Notice

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and to stand and recite the Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

Meeting agendas are available on the city website and are posted within the first floor of City Hall.

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Should any person desire to appeal any decision of the City Council with respect to any matter to be considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (352) 241-7331 (Voice) no later than two (2) business days prior to the proceeding or by contacting the City Clerk's Office at cityclerk@clermontfl.org. TTY users may call via 711 (Florida Relay Service) no later than two (2) business days prior to the proceeding.

Please be advised that if you intend to show any document, picture, video or items to the Council or Board in support or opposition to any item on the agenda; a copy of the document, picture, video or item must be provided to the City Clerk for the City's records.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
October 25, 2022

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, October 25, 2022 in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 6:30 pm with the following Council Members present: Council Members Bates, Pines, Entsua, and Purvis.

Other City officials present were City Manager Bulthuis, City Attorney Mantzaris, and City Clerk Howe.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Police Chaplain Michael Saxe followed by the Pledge of Allegiance.

Chaplain Saxe introduced Buckley, therapy dog that specializes in post-traumatic stress disorder, crime victims and children with special needs.

PROCLAMATION

City Clerk Howe read the Proclamation for Fire Prevention Week. Mayor Murry presented the proclamation to Chief Ezell, Bill Harrison and Sparky.

Bill Harrison spoke about fire safety education. Thanked Council and the Mayor for being committed to making Clermont a safe community.

OPENING COMMENTS

City Manager Bulthuis informed the Council of the following agenda change:

Item No. 8- Variance Request, 987 W. Magnolia Street

City Manager Bulthuis informed the Council this is a request to table this item to February 28, 2023.

Council Member Bates moved to table Item 8, Variance Request to February 28, 2022;
Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present
voicing aye.

PUBLIC COMMENTS

Banks Helfrich, 9100 Sands Lake Road– October is Breast Cancer awareness month. Encouraged voting, Election Day is November 8.

Charlene Forth, 939 W. Desoto Street – Spoke on the upcoming election and candidates running for Council.

Anthony Tudoro, Cub Scout Troop 268, 1347 Briar Haven Lane – Spoke about Hancock Road infrastructure and young people can get involved.

Mayor Murry directed him to speak to County Commissioner Parks.

REPORTS

LAKE COUNTY BOARD

Board of County Commission Chair Parks addressed Mr. Tudoro and stated that he will speak with the troop. Mr. Parks stated there was a County Commission Meeting earlier in the day where they discussed county wide joint planning efforts.

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There have been round table meetings with all the cities elected officials and City Managers to discuss a county wide joint planning agreement and county wide conservation strategies. The next round table meeting will be in January.

Commissioner Parks introduced County Manager Jennifer Barker.

Mr. Parks spoke about crafting the legislative agenda. The county is advocating and requesting assistance for trails. Asking for legislative changes to be made to allow for Tourist Development Tax dollars to be used. Also, advocating for septic to sewer conversion. The science has changed regarding septic tanks. He wants to ensure Lake Minneola remains swimmable and protected.

Mr. Parks spoke about Hancock Road. The project is not currently on the legislative agenda however is listed as a priority project for Lake County. The listed priority is Hartwood Marsh Road and is hopeful that Hancock Road will become the priority in 5 years.

The last update by Commissioner Parks is name change from Visit Lake to Discover Lake to promote our ecotourism.

Discussion ensued regarding resurfacing north Hancock Road. A study must be completed beforehand which can take up to one year to complete. County Manager Barker commented on the resurfacing of Hancock and stated there was an issue with the supply chain and the contractor retaining staff. They are working on completing the project.

CITY MANAGER REPORT

City Manager Bulthuis –

- Community Garden ground breaking at the Arts and Recreation Center at 9:00am on October 28.
- October 28 is Halloween on the trail at Waterfront Park.
- Harvest Festival downtown on October 29 from 10:00am to 4:00pm.
- Taste of South Lake at Waterfront Park on November 3.
- November 4 is First Friday Food trucks.

CITY ATTORNEY REPORT

City Attorney Mantzaris – No report.

CITY COUNCIL REPORT

Council Member Bates –

- Florida League of Cities has their legislative session in Orlando November 30 – December 1.

Council Member Purvis –

- Encouraged residents to vote.

Council Member Entsuah –

- Thanked staff and those who attended Pig on the Pond.
- Sunday night will be Nightmare on the Clermont Trail 5K.
- Early voting has started. November 8 is Election Day.

Council Member Pines – No report.

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Mayor Murry –

- Attended the new hire ceremony for Clermont Police Department.
- Attended Pig on the Pond.

City Manager Bulthuis stated there will be a report regarding Pig on the Pond at the next Council meeting.

- Receiving complaints on speeding. Asked City Manager to work with Chief Broadway on speeding enforcement and ways to discourage speeding.
- October is Breast Cancer awareness and Domestic Violence awareness month.

CONSENT AGENDA

Mayor Murry advised the next item on the Agenda for consideration was the Consent Agenda and requested anyone wishing to have any item pulled for discussion to please come forward at this time.

Item No. 1 – Meeting Minutes

Consider approval of the October 6, 2022 Council Special Meeting minutes.

**Item No. 2 – Utility Agreement
McKinnon Groves**

Consider potable water and sewer service for for a new mixed use Planned Unit Development Located south of Hartwood Marsh Road at the Lake County/Orange County line.

Item No. 3 – Resolution No. 2022-039R

Consider amending the City's fee schedule to adopt a City Youth Sports Program fee in the Parks and Recreation Department.

**Item No. 4 – Event, Fee Variance, Open
Container, Road Closure Request**
Clermont Main Street

Consider the 2023 season event request, waive all associated venue, staff fees, and road closures for all events.

**Item No. 5 – Event, Open Container, and Sign
Request, Boat Ramp Closure**
Caribbean American Association of Lake County

Consider open container area for the “Clermont Jerk Festival” event on June 3, 2023 at Waterfront Park, signs to promote the event and closure of the boat ramp.

**Item No. 6 – Event, Fee Variance, Open Container,
Road Closure and Boat Ramp Closure Request**
Sommer Sports

Consider 2023 event season request for open container allowance, waive all associated fees, road closure for one event, and partial day closure of the boat ramp for two events.

**Item No. 7 –Employee Benefit Renewal and
Changes**

Consider approval of the employee group medical and dental plan renewal and changes effective January 1, 2023 and contract with New York Life for Voluntary Short Term and Long Term Disability insurance.

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Council Member Bates moved to approve the Consent Agenda as presented for October 25, 2022; Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 8 – *This item was addressed earlier in the meeting and tabled to the February 28, 2023 meeting.*

Item No. 9 – Resolution No. 2022-021R, Senninger Irrigation

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A BUILDING OVER 100,000 SQUARE FEET IN THE M-1 INDUSTRIAL ZONING DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the resolution into the record by legal title only.

Development Services Planner Kruse presented the item to Council. The owner is requesting a Conditional Use Permit for a building addition at their current location. The property, 19 +/- acres, is located at 13505 Granville Avenue and was acquired by Senninger Irrigation in 1991. The City annexed the property in 2015 and designated the Industrial Future Land Use and a zoning district of Industrial (M-1). The existing buildings were constructed prior to annexation into the City, therefore a conditional use permit was not required. The proposed 123,000 +/- square foot building addition under the existing M-1 Industrial zoning district would require a Conditional Use Permit at this time since they are in the City and the building exceeds 20,000 square feet.

The existing building square footage of the overall site is approximately 135,311 square feet. The proposed addition of 122,880 square feet for administrative office, manufacturing and warehouse use would bring the total gross floor area to 258,191 square feet for the 19 acre site. The proposed development would also include 10 truck loading doors, truck loading/unloading area, vehicular circulation drive aisle, and other site improvements. The expansion is expected to increase the number of new employees by 16. The majority of the building will be used for manufacturing and warehousing.

As part of the Conditional Use Permit, a condition has been added that Hooks Street Extension right-of-way be reserved. The applicant and Lake County have agreed upon impact fee credits for the right-of-way, wells and easement. An updated condition under section 2 item 5, the dedication of the right-of-way and easements is contingent upon the County's approval of the Developer's Agreement substantially consistent with the Developer's Agreement attached to this resolution as Exhibit C, has been offered and is acceptable.

Staff has reviewed the application for the proposed project in regards to Section 86-144, Review Criteria for a Conditional Use Permit. The proposed use is consistent to the existing and previous development patterns and character of the surrounding areas. The use will not be detrimental to the health, safety and general welfare of the community. The Conditional Use Permit will not be in conflict to the Clermont Comprehensive Plan.

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The property has access to major road networks, especially with the future construction of Hooks Street, and will be required to comply with all Land Development Regulations for development. Staff recommends approval of Resolution 2022-021R. The Planning and Zoning Commission recommended approval 6-0.

Thu Pham with Akerman Law Firm was present along with representatives from Senninger Irrigation. Ms. Pham stated they agree with staff's report and recommendation of approval. Senninger has been in business for over 50 years. This project will bring in more tax revenue and economic development. Senninger has agreed to dedicate some land and right of way for the extension of Hooks Street to address the traffic concerns. Ms. Pham has worked with county staff to come to terms with the Developer's Agreement, which was submitted to the city this morning. They have agreed to all the terms and the value of the impact fees the county has agreed to give them for the dedication.

Mayor Murry opened the public hearing. There were no comments. Mayor Murry closed the public hearing.

Discussion ensued regarding Hooks Street being extended. The city and the county are discussing when the project will happen.

Council Member Bates inquired if this resolution is contingent on the county agreeing to the Developer's Agreement. City Attorney Mantzaris stated that the execution of the Developer's Agreement does impact the dedication part of this resolution. Potentially the dedication from the property owner with the regard to the potential public road which is contingent upon the Developer's Agreement with the county. If the two parties cannot come together on a Developer's Agreement, then they would have to renegotiate or the dedication will not happen.

Council Member Bates moved to approve Resolution No. 2022-021R; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye

Item No. 10 – Ordinance No. 2022-043, Clermont Health Park ASC Rezoning (Advent)

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND EFFECTIVE DATE.

City Clerk Howe read the ordinance into the record by legal title only.

Development Services Director Henschel presented the request. The owner, Adventist Health System, is requesting to amend the Planned Unit Development (Ordinance No. 2020-11) to allow for the development of an ambulatory surgery center located to the south of the existing onsite buildings. The parcel is located southeast of the intersection of State Road 50 and Citrus Tower Boulevard with a Future Land Use designation of Commercial.

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The City Council approved on January 28, 2020 a rezoning of the property to Planned Unit Development (PUD) to allow for the development of the existing two buildings which included the off-site emergency department and medical office building, identified as Phase 1 of the development plan. The current PUD amendment will allow for the construction of up to a 14,500 square foot ambulatory surgery center, with the required parking and improvements on site. The project as designed will not require any waivers to the Land Development Codes and all buildings will comply with the Clermont Architectural Design Standards. The proposed building will be similar in design and color to the existing onsite medical buildings.

Staff has reviewed the request as submitted; and finds the proposed application to amend the PUD, meets the intent of Section 122-315, Review Criteria for a Planned Unit Development. The proposed use is consistent with the surrounding development patterns and has access to major transportation facilities. The proposed development will provide opportunities for job creation and growth in Clermont.

Staff recommends approval of the request to amend the Planned Unit Development (PUD) with the provisions of Ordinance No 2022-043.

Selby Weeks of Klima Weeks Civil Engineering was present on behalf of the applicant. Mr. Weeks agrees with staff's presentation and is available for any questions Council may have.

Mayor Murry opened the public hearing. There were no comments. Mayor Murry closed the public hearing.

Council discussed the project and the helipad that will be on the site. Mr. Weeks stated that flights would be minimal and they currently have a helicopter that lands and takes off from that location a couple times a month. Installing a pad would make it safer and would not need the assistance of the Fire Department as they do currently.

Council Member Bates moved to approve Ordinance No. 2022-043; Seconded by Council Member Pines. The motion passed by roll call vote 4-1 with Council Member Purvis opposing.

Items No. 11, 12, and 13 were heard concurrently and voted on separately.

City Clerk Howe read the following three ordinances aloud by title only.

Item No. 11 – Ordinance No. 2022-044, U-Haul Storage

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

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Item No. 12 – Ordinance No. 2022-045, U-Haul Storage

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

Item No. 13 – Ordinance No. 2022-046, U-Haul Storage

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND EFFECTIVE DATE.

Development Services Planner Kruse presented the item to Council. The applicant is requesting annexation, small-scale comprehensive plan amendment, and rezoning of a 2.35 acre+/- parcel located at 13652 Granville Avenue. The subject property is contiguous to City's Boundaries and meets the requirements of Florida Statutes, Chapter 171 for Annexation. The applicant is proposing development of a warehouse building for inside storage of the U-Haul box containers; the proposed site development will require water and sewer services from the City, which currently has sufficient capacity to provide services for the project. Staff recommends approval of the annexation request.

The request also includes a petition for a small-scale comprehensive plan amendment to change the existing land use from Lake County Regional Office to the Clermont Industrial designation. The proposed rezoning request would change the current zoning from Lake County "HM" Heavy Industrial to Clermont's "M-1" Industrial category. The Clermont Land Development Codes, Section 122-263, "M-1" Industrial zoning allows warehouse and light manufacturing as permitted uses.

The proposed development shall be consistent with the City's Land Development Code and the Comprehensive Plan. Staff recommends approval.

Danny Kovacs owns the U-Haul location and provided information on the project to include the intended use of the warehouse. The warehouse will be used for storage units and to store U-Boxes.

Mayor Murry opened the public hearing. There were no comments. Mayor Murry closed the public hearing.

Council discussed their views on the project.

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Council Member Bates moved to approve Ordinance No. 2022-044; Seconded by Council Member Purvis. The motion passed by roll call vote 5-0.

Council Member Bates moved to approve Ordinance No. 2022-045; Seconded by Council Member Pines. The motion passed by roll call vote 5-0.

Council Member Bates moved to approve Ordinance No. 2022-046; Seconded by Council Member Purvis. The motion passed by roll call vote 5-0.

Item No. 14 – Ordinance No. 2022-048, MSTU

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTED PURSUANT TO SECTION 125.01 (1) (q), FLORIDA STATUTES CONSENTING TO THE INCLUSION OF THE CITY OF CLERMONT, FLORIDA, WITHIN THE WELLNESS WAY MUNICIPAL SERVICE TAXING UNIT FOR THE CONSTRUCTION AND MAINTENANCE OF ARTERIAL OR COLLECTOR ROADS WITHIN THE WELLNESS WAY AREA PLAN AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; PROVIDING FOR THE CITY TO BE INCLUDED WITHIN SAID M.S.T.U. FOR A SPECIFIC TERM OF ONE YEAR WITH AUTOMATIC RENEWALS; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the ordinance into the record by legal title only.

City Manager Bulthuis explained this is an agreement between the City of Clermont and Lake County for properties located within the Wellness Way area where there is a need for additional road work, landscaping, lighting, trails and other improvements. The Municipal Service Taxing Unit (MSTU) allows for the County to implement special assessment on properties that directly benefit from the improvements. City and County staff will work together to determine way to generate the funds needed and return to council for final consideration.

Mayor Murry opened the public hearing. There were no comments. Mayor Murry closed the public hearing.

Discussion ensued on which properties would be responsible for the costs and additional taxes. All properties in the Wellness Way area would be responsible for the cost, not all city residents.

Council Member Pines asked about the language in Section 1 of the ordinance. City Attorney Mantzaris explained the language. Council Member Purvis suggested language to clarify Section 1.

Council Members discussed MSTU's in other counties. City Council will receive a report of the funds spent each year. They discussed the responsibilities of the MSTU and the Community Development District (CDD) in that area.

City Attorney Mantzaris proposed additional language for Section 1 of the ordinance: "Subject to Sections 2 and 3 below, the City Council of the City of Clermont hereby consents to the inclusion into the Lake County Wellness Way Municipal Service Taxing Unit all property presently in the City of Clermont and within the area more particularly described in Exhibit "A" attached hereto and incorporated herein and any property within Exhibit "A" and annexed into the City."

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Council Member Bates moved to approve Ordinance No. 2022-048 as amended by City Attorney; Seconded by Council Member Purvis. The motion passed by roll call vote 5-0.

Item No. 15 – Resolution No. 2022-029R, Staybridge Suites

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A HOTEL USE GREATER THAN 5,000 SQUARE FEET IN THE TUSCANY VILLAGE PUD, RESOLUTION 1532; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the resolution into the record by legal title only.

Development Services Director Henschel presented the request. The applicant is requesting a Conditional Use Permit (CUP) to allow a hotel, Staybridge Suites, to occupy more than 5,000 square feet of floor space in the Tuscan Village PUD, Resolution 1532. The Tuscan Village PUD is located west of the Hammock Ridge Road and US 27 intersection. The Tuscan Village PUD was approved for Light Commercial (C-1) uses in 2005. The applicant is proposing a 72,000 square foot, four-story hotel with associated parking. The hotel will include 100 rooms and other hotel amenities. The applicant has not applied for any variances and has indicated they can develop the site according to the existing Land Development Code.

The proposed hotel is consistent with the area as a whole and would be located in an area that would generate demand for overnight and extended stay lodging. The nearest existing hotel, the Holiday Inn, is approximately 2 ½ miles north at the SR 50 and US 27 intersection. The square footage and height of the proposed hotel would be very similar to the existing Hampton Inn Suites and the latest constructed hotel in Clermont, Home2Suites.

Staff has reviewed the CUP application in accordance to Sec. 86-144 (d) of the Land Development Code. The proposed intensity, character and type of development is in compliance with the City's comprehensive plan for Commercial future land use. The Tuscan Village PUD has been mass graded and is prepared for site development. The location of the hotel will be at a lower elevation than the adjacent Hammock Ridge Road and setback off considerably from US 27. Staff recommends approval of Resolution 2022-029R. The Planning and Zoning Commission recommended approval, 5-1.

Michael Holtz, MPH Hotels, Inc. presented the project to Council. Mr. Holtz stated that his company is the Developer and General Contractor of this project and will manage the property. They want to be a part of the community and are looking to employ 25 full time and 7 part time employees for the hotel. Mr. Holtz explained that the Staybridge Hotels have the kitchenette in the guest room. This model works well for people who are relocating, traveling nurses and construction crews working in the area. This hotel model is usually booked for 4 to 5 nights, not for long term use.

Mayor Murry opened the public hearing.

Michelle Shirah, 800 Highland Avenue, Orlando – Property owner of this project. This project will be an asset to the city and she supports it.

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John Tidona, 3611 Briar Run Drive – Expressed concern about the project.

Charlene Forth, 939 W. Desoto Street – spoke in opposition of the project.

Mayor Murry closed the public hearing.

Council inquired about other businesses attached to this location. Ms. Shirah stated there will be retail shopping, a coffee shop, an urgent care facility and a daycare planned to go next to the hotel.

City Manager Bulthuis explained that this land was platted in 2005 and had a commercial PUD. The developer dedicated the right of way on the east side of US 27 all the way through the property and paid for the light and the lighting on Hammock Ridge Road. The city does not have the right to stop commercial development on property zoned commercial.

Council and Police Chief Broadway discussed other hotels in the area. Wood Springs Suites was mentioned and Chief Broadway stated that hotel has its challenges and is very unique. It is difficult to compare that hotel to any other hotel in our city as it is one of the Police Departments highest call volumes. The calls to the Police Department from other area hotels are minimal and regarding nothing significant.

Council Member Bates said he is an advocate for a hotel in that area. Mr. Bates sought information from other Stay Bridge Suites locations and after doing research, he expressed support of this project.

Discussion ensued regarding the length of time the applicant maintains ownership of properties and if there is a way to protect the city from the owner selling the hotel to an extended stay down the road. The term “extended stay” is a catch all and there is not one definition for that term. Mr. Holtz explained that the time of ownership varies, this is a long term investment. Mr. Holtz also explained this hotel has no weekly or monthly rates, they only offer nightly rates that average \$150.

There was a question regarding paving a road to Hammock Ridge and were told there is a road in the front of the property that connects to Hammock Ridge.

Mr. Henschel stated that as a point of clarification, Development Services provided Council an edited version of the resolution and that is the version they are recommending for approval.

Council Member Purvis moved to approve Resolution No. 2022-029R with amendment;
Seconded by Council Member Bates. Passed unanimously 5-0 with all members present
voicing aye

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
October 25, 2022

ADJOURN: With no further comments, this meeting adjourned at 8:28 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 8, 2022

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, November 8, 2022 in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 6:30 pm with the following Council Members present: Council Members Bates, Pines, Entsuaah, and Purvis.

Other City officials present were Deputy City Manager Davidoff, City Attorney Mantzaris, and Deputy City Clerk Wisniewski.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Father Mark Wajada of Blessed Sacrament Catholic Church followed by the Pledge of Allegiance.

PROCLAMATION

Deputy City Clerk Wisniewski read the proclamation for National American Indian Heritage Month. Mayor Murry presented the proclamation to Ms. DeHart from the Tomoka Chapter of the Daughters of the American Revolution.

Ms. DeHart thanked City Council for support of their proclamations and helping the community prosper.

AGENDA CHANGES

Deputy City Manager Davidoff informed the Council of the following agenda changes:

Item No. 12 – Ordinance No. 2022-033, Clonts Property Rezoning

Ordinance No. 2022-033, Clonts Property Rezoning

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Deputy City Manager Davidoff informed the Council this is a request to table the item to December 13, 2022.

Council Member Bates moved to table Ordinance No. 2022-033 to December 13, 2022;
Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present
voicing aye.

PUBLIC COMMENTS

Edward Earl, 1733 Sunset Dr. – spoke regarding building inspections.

Anthony Grove, 1105 Sadie Ridge Rd. – spoke about elections. Expressed concern with the new Purchase Order system the city has implemented.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 8, 2022

Otis Taylor – spoke about recent events in the city such as Pig on the pond and Harvest Event.

REPORTS

CITY MANAGER REPORT

Deputy City Manager Davidoff –

- Introduced Fire Chief Ezell to provide an update on Tropical Storm Nicole.

Clermont is under a Tropical Storm warning. We are expecting winds and rain starting around 7pm Wednesday evening through Thursday evening. Lake County and the City of Clermont declared a State of Emergency today. Provided information on school closures and staffing at the Emergency Operations Center during the storm.

Mayor Murry asked about the Veterans Day parade and was assured city staff is reaching out to all vendors for events to decide if the event will proceed as planned.

- Today is Election Day. The City Clerk is at the Supervisor of Elections office and if there are results during the meeting, Mr. Davidoff will announce those.
- Pig on the Pond, introduced Paul Roundtree to provide an update on this year's event.

Mr. Roundtree stated this was the 24th year for Pig on the Pond, the largest event to date with an estimated 20,000 people throughout south Lake County attending. The event is a conduit to help funding for non-profits, schools, boy scouts and athletic teams. The event provides the opportunity to give out four \$10,000 scholarships. The event also provides opportunities for businesses in the community as well as the City. Pig on the Pond spent \$10,000 in marketing to promote the City of Clermont for the event. Mr. Roundtree provided updates on previous scholarship recipients. He thanked the City of Clermont for helping them change lives in south Lake County.

Council Members thanked Mr. Roundtree and stated this event was a great example of a partnership with the city.

- City offices will be closed for Veterans Day on Friday, November 11 and then on November 24 and 25 for Thanksgiving.
- Veterans Day celebration on Friday.
- The city was awarded a \$150,000 grant for CPAC performers by the state.
- November 15 workshop has been cancelled.
- Candy Cane Lane is this weekend, the Wine Stroll will be on November 18, the Horrible Hundred is November 19 and 20 and Light Up Clermont will be December 3 and 4.
- November 22 City Council meeting has been moved to November 29.
- On October 20, the Police Department received an award for Crime Prevention Unit of the Year.

Police Chief Broadway stated this award was well deserved. Captain McMaster introduced his unit, Sgt. Chris Martin, Cpl. Phillip Pollen, Officer Kelly Brown and Officer Aaron Clark. Provided an overview of the award the unit received along with some examples of the events they do for the community, such as Rad Ride, Honor the Fallen 5k, Youth Basketball Camp, Conrad Buckley Memorial Golf Tournament, Coffee with a Cop, and Holiday with Heroes.

CITY ATTORNEY REPORT

City Attorney Mantzaris – No report.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 8, 2022

CITY COUNCIL REPORT

Council Member Bates – No report.

Council Member Purvis – Attended Pig on the Pond event and thanked city staff for their part.

Council Member Entsuah – No report.

Council Member Pines – Thanked city staff for the wonderful events the city holds.

Mayor Murry –

- Attended all the recent events and they were outstanding.
- Taste of South Lake, great event to have residents see what is offered throughout the city.
- Lunch with the Mayor was at Guru, received feedback from residents and is looking into the suggestions.
- Thanked Jay from South Lake TV for attending all the meetings through the election season.
- The city's new website is up and encouraged citizens to view it.
- Tomorrow morning the city will be opening a new parking lot on 7th street with a total of 75 new parking spaces.

CONSENT AGENDA

Mayor Murry advised the next item on the Agenda for consideration was the Consent Agenda and requested anyone wishing to have any item pulled for discussion to please come forward at this time.

Item No. 1 - Meeting Minutes	Consider approval of the September 27, 2022 and October 11, 2022 Council meeting minutes.
Item No. 2 - Plat Approval	Consider approval of the Townhomes at Clermont Heights plat consisting of 5 residential subdivided lots located on the southeast corner of Disston Avenue and Almond Street.
Item No. 3 - Legislative Priorities	Consider approval of the City of Clermont Legislative priorities list.
Item No. 4 - Application for Community Forestry Grant and Budget Amendment	Consider a grant application to inventory and evaluate the trees in the City-owned right-of-way and parks with a 50% required match of \$25,000 from a General Fund budget amendment.
Item No. 5 - Proposal Award	Consider an award and term contract to Read's Uniforms, LLC. to furnish police uniforms in the estimated annual budgeted amount of \$65,000.
Item No. 6 - Budget Amendment and RFP Award	Consider an award to American Janitorial, Inc. for janitorial services at

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 8, 2022

Item No. 7 - Contract Amendment
Employee Healthcare Consultant

the Arts and Recreation Center including a Budget Amendment from General Fund Reserves in the amount of \$4,743.00.

Consider the first contract amendment between the City of Clermont and Hylant of Orlando, LLC. to extend the contract for one additional year in the budgeted amount of \$55,000.

Item No. 8 - Notification of Law Enforcement Support Office Property Items

Acknowledgment of the Police Department's request to retain the listed controlled property items from the Law Enforcement Support Office (LESO), or other Federal source.

Item No. 9 - Resolution No. 2022-040R

Consider approval of Fiscal Year 2022 Budget Amendment to General Fund, Capital Projects Fund, ARPA Fund, Water Fund, Sewer Fund, and Stormwater Fund.

Item No. 10 - Resolution No. 2022-041R

Consider approval of Fiscal Year 2022 Budget Amendment to the General Fund, Cemetery Fund, Stormwater Fund, and Group Self Insurance Fund.

Item No. 11 - Event, Road Closure, and Sign Request
Martin Luther King Jr. Day

Consider event request with road closures (parade), and signs placed on City property on January 16, 2023 at McKinney Park to Waterfront Park.

Council Member Bates moved to approve the Consent Agenda as presented for November 8, 2022; Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 12 – Ordinance No. 2022-033, Clonts Property Rezoning

This item was addressed earlier in the meeting and tabled to the December 13, 2022 meeting.

NEW BUSINESS

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 8, 2022

Item No. 13 – Resolution No. 2022-038R, Clermont Vet

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A VETERINARY CLINIC IN THE C-2 GENERAL COMMERCIAL ZONING DISTRICT. PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Development Services Planner Kruse presented the item to Council. The applicant is requesting a Conditional Use Permit for a veterinary clinic to be established at 1670 E. Highway 50, in the Home Depot/Publix Plaza. The property is zoned C-2 General Commercial and this proposed use is required to obtain a Conditional Use Permit. The applicant intends on leasing Suite E within the building. The suite is approximately 1,500 square feet and the applicant is proposing to renovate the interior.

The clinic will mainly provide preventative care and standard medical treatment for small animals, including but not limited to; vaccinations, routine testing, dentistry, standard surgeries and treatment for illness and injury. No grooming, boarding, or overnight stays will be done on the premises. The clinic is expected to be open Monday through Friday, 9 am to 5 pm and Saturday and Sunday from 10 am to 2 pm. The practice would be limited exclusively to serve dogs and cats.

The proposed interior renovations include the installation of an upgraded HVAC system to provide an acceptable level of indoor air quality to meet a healthcare facility, such as the clinic. The clinic will employ Fear Free certified professionals who are educated on the welfare of animals and pet owners and are trained to look after the pet's physical and emotional wellbeing.

Staff has reviewed the application and proposed project in regards to Section 86-144, Review Criteria for a Conditional Use Permit. The applicant has received approval from the property owner for the proposed veterinary clinic and supports the issuance of the conditional use permit. The surrounding areas are zoned C-2 General Commercial, with no adjacent residential uses.

The proposed use will not be detrimental to the health, safety and general welfare of the community. The applicant is performing renovations and alterations to the interior of the building that would ensure the operation would not have a negative impact on the community. The proposed use would provide a service to the community that appears to be lacking. The Conditional Use Permit will not be in conflict to the Clermont Comprehensive Plan for the Commercial Future Land Use. Therefore, staff recommends approval.

Dr. Laura Click stated that she is the veterinarian and is available to answer any questions.

Mayor Murry opened the public hearing. There were no comments. Mayor Murry closed the public hearing.

Council Member Purvis asked if there is open space for the animals outside. There is green space behind the building that is not fenced.

Council Member Bates moved for approval; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

Item No. 14 – Utility Service Agreement, Ivey Ridge

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 8, 2022

Planning Director Henschel presented this item to Council. The applicant is requesting sewer service for a 145 lot single-family subdivision on 57 acres located in Lake County, south of Hammock Ridge Road and west of Fox Chase subdivision. The applicant appeared before City Council in July 2022 for a similar request and was approved with straight R2 zoning which would not have allowed them to build with the proposed lot configuration and number of lots proposed. A revised plan, dated September 2022, was submitted reducing the number of lots from 155 to 145, increasing the number of 60-foot wide lots from 19 to 87 and reducing the number of 50-foot wide lots from 136 to 58. Furthermore, additional parking has been added in the development and the front, side and rear setbacks have been increased. An amenity has been added and the roads will be privately owned and maintained. The subdivision was approved by Lake County through Ordinance No. 2020-03. The applicant is requesting 33,546 gallons per day for sewer capacity. The water service will be provided by a private utility provider. Mr. Henschel added there is a cut and fill proposal for the development, maximum cut will be up to 16 feet and maximum fill will be 17 feet. Staff recommends approval of the utility agreement.

Ben Shoemaker, AMH Development provided updates on the major changes for the development. They have reduced the total number of lots from 155 to 145 to add width to some of the existing lots. Added additional parking to the development and changes in setbacks to give more room between houses.

Mayor Murry opened the public hearing. There were no comments. Mayor Murry closed the public hearing.

Council discussed the homes being block and the fencing of all properties. Discussion ensued regarding the appreciation Council had to AMH Development for working with the city and making adjustments to the development.

Council Member Bates moved for approval of the Utility Service Agreement; Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye.

Deputy City Manager Davidoff announced that at this point there have been no final results from the Supervisor of Elections office regarding elections.

ADJOURN: With no further comments, this meeting adjourned at 7:38 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 29, 2022

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, November 29, 2022 in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 6:30 pm with the following Council Members present: Council Members Bates, Pines, Entsuaah, and Purvis.

Other City officials present were City Manager Bulthuis, City Attorney Mantzaris, and City Clerk Howe.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Fire Chaplain Rick Spence followed by the Pledge of Allegiance.

Mayor Murry recognized Cub Scouts Pack 268 who were present at the meeting.

PUBLIC COMMENTS

Charlene Forth, 939 W. Desoto Street – spoke regarding the candidates from the election.

ELECTION RESULTS ACCEPTANCE

City Clerk Howe read the election results into the record.

For Clermont City Council Seat 1, Michael Gonzalez received 7,684 votes.

For Clermont City Council Seat 3 (Mayor), Tim Murry received 8,419 votes.

For Clermont City Council Seat 5, Michele Barnard Pines received 7,388 votes.

Council Member Bates moved to approve the election results dated November 8, 2022; seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye.

PRESENTATION

Council Members and the Mayor expressed appreciation to Mr. Bates for his time on City Council.

City Manager Bulthuis gave thanks to Council Member Bates for his service to the City of Clermont. Mr. Bulthuis stated that Council Member Bates is a person who truly cares about his community.

City Attorney Mantzaris said Council Member Bates has done a wonderful job; appreciate the opportunity to sit next to him for the last ten years.

Mayor Murry presented Council Member Bates with a plaque in recognition of his dedication and years of service as the Council Member from 2012 to 2022.

Council Member Bates stated this moment is bittersweet as he will truly miss being a Council Member. It has been an honor and privilege to serve for 10 years. Mr. Bates expressed his appreciation to his family, former and current city staff and Council Members along with the citizens and business community of the City of Clermont. Mr. Bates shared that he was grateful for the opportunity and thoroughly enjoyed the last 10 years.

ADMINISTRATION OF OATH OF OFFICE OF ELECTED OFFICIALS FOR SEATS 1, 3 AND 5

City Clerk Howe administered the Oaths of Office to Michael Gonzalez, Seat 1; Michele Pines, Seat 5 and Tim Murry, Seat 3 (Mayor) for a two year term.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 29, 2022

Newly elected Council Member Gonzalez replaced Council Member Bates at the dais.

COUNCIL COMMENTS

Council Member Purvis welcomed Council Member Gonzalez.

Council Member Entsuah welcomed back Council Member Pines and Mayor Murry and welcomed Council Member Gonzalez.

Council Member Gonzalez thanked the citizens for electing him to Council. He commented on serving on the Planning and Zoning Commission with compassion, decorum, civility and respect and he plans to carry that into his new role as a Council Member. Mr. Gonzalez is looking forward to working with Council and staff.

Council Member Pines thanked her supporters for being behind her through the election. Ms. Pines is prepared to continue doing the work that City Manager Bulthuis has moved the City forward in.

Mayor Murry thanked his wife and family for allowing him to run and for all the support throughout the campaign. Thanked the residents for this opportunity; it has been a pleasure to serve. Appreciate the confidence to re-elect him for a second term.

SELECTION OF MAYOR PRO TEM

Council Member Pines nominated Council Member Purvis for Mayor Pro Tem. He has been involved in city government for 21 years and deserves that recognition.

Mayor Murry agreed with the nomination.

Council Member Pines moved to nominate Council Member Purvis as Mayor Pro Tem; seconded by Council Member Gonzalez. Passed unanimously 5-0 with all members present voicing aye.

Council Member Purvis thanked everyone for the confidence and support.

City Manager Bulthuis reminded everyone of the events happening this coming weekend. Friday is Light Up Clermont at 6:30pm at City Hall Park. Saturday is the parade at 10am. Encouraged everyone to stay after to shop downtown. Also, next week is the Cookies and Cocoa event.

The Clermont Police Department has a basketball game vs the Sheriff's Office at 6pm on December 20 at Clermont Elementary. Mayor Murry added that the event is the Battle of the Badges and to bring an unwrapped toy as entry to the game. All toys will go to Christian Men in Action to hand out to children at McKinney Park on December 24.

Starting next month, the Mayor's luncheon will be the first Tuesday of each month. December's lunch will be at Goomba's Restaurant at 12:00pm on December 6. The attendees are expected to pay their own way.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 29, 2022

ADJOURN: With no further comments, this meeting adjourned at 7:11pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 13, 2022		
Agenda Item Name		
Council Meeting Calendar		
Requested Action		
Staff Report		
The 2023 meeting calendar includes the regularly scheduled Council meetings on the second and fourth Tuesday of each month. The second meeting in December has been requested to be canceled due to the holidays. The calendar also includes monthly workshops and the budget public hearings.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	2023 Council Calendar	2023 Council Calendar.pdf

2023 COUNCIL MEETING CALENDAR

JANUARY	DATE
Regular Council Meeting	Tuesday, January 10, 2023
Workshop	Tuesday, January 17, 2023
Regular Council Meeting	Tuesday, January 24, 2023
FEBRUARY	DATE
Regular Council Meeting	Tuesday, February 14, 2023
Workshop	Tuesday, February 21, 2023
Regular Council Meeting	Tuesday, February 28, 2023
MARCH	DATE
Regular Council Meeting	Tuesday, March 14, 2023
Workshop	Tuesday, March 21, 2023
Regular Council Meeting	Tuesday, March 28, 2023
APRIL	DATE
Regular Council Meeting	Tuesday, April 11, 2023
Workshop	Tuesday, April 18, 2023
Regular Council Meeting	Tuesday, April 25, 2023
MAY	DATE
Regular Council Meeting	Tuesday, May 9, 2023
Workshop	Tuesday, May 16, 2023
Regular Council Meeting	Tuesday, May 23, 2023
JUNE	DATE
Regular Council Meeting	Tuesday, June 13, 2023
Workshop	Tuesday, June 20, 2023
Regular Council Meeting	Tuesday, June 27, 2023
JULY	DATE
Regular Council Meeting	Tuesday, July 11, 2023
Workshop	Tuesday, July 18, 2023
Regular Council Meeting	Tuesday, July 25, 2023
AUGUST	DATE
Regular Council Meeting	Tuesday, August 8, 2023
Workshop	Tuesday, August 15, 2023
Regular Council Meeting	Tuesday, August 22, 2023
SEPTEMBER	DATE
First Budget Public Hearing - tentative	Wednesday, September 6, 2023
Regular Council Meeting	Tuesday, September 12, 2023
Final Budget Public Hearing -tentative	Wednesday, September 20, 2023
Regular Council Meeting	Tuesday, September 26, 2023
OCTOBER	DATE
Regular Council Meeting	Tuesday, October 10, 2023
Workshop	Tuesday, October 17, 2023
Regular Council Meeting	Tuesday, October 24, 2023

2023 COUNCIL MEETING CALENDAR

NOVEMBER	DATE
Regular Council Meeting	Tuesday, November 14, 2023
Regular Council Meeting	Tuesday, November 28, 2023
DECEMBER	DATE
Regular Council Meeting	Tuesday, December 12, 2023
CANCEL Regular Council Meeting	Tuesday, December 26, 2023



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date																																					
Tuesday, December 13, 2022																																					
Agenda Item Name																																					
Surplus Request																																					
Requested Action																																					
Recommend approval and declare end of life inventory as surplus from the Information Technology Department, City Clerk Department, Finance Department, Building Services Department, and Procurement Services Department and dispose of in accordance with the Purchasing Policy.																																					
Staff Report																																					
The Procurement Services Department, on behalf of the Information Technology Department, City Clerk Department, Building Services Department recommends approval of the above action. The following inventory has reached its end of life service and approval to surplus these items is being requested. City Clerk Department <table><thead><tr><th>Qty.</th><th>Property Description</th></tr></thead><tbody><tr><td>(1)</td><td>Broken Keyboard</td></tr><tr><td>(1)</td><td>Old Monitor</td></tr></tbody></table> <u>Information Technology Department</u> <table><thead><tr><th>Qty.</th><th>Property Description</th></tr></thead><tbody><tr><td>(39)</td><td>Broken Keyboards</td></tr><tr><td>(1)</td><td>Rack Monuted UPS APC</td></tr><tr><td>(7)</td><td>APC Back UPS Pro 1500, 1000, 725,620, 450</td></tr><tr><td>(16)</td><td>Dell Laptops: E5440, E5570, 5580, 5590, 5400</td></tr><tr><td>(24)</td><td>Dell PCs Optiplex: 9020, 7040</td></tr><tr><td>(7)</td><td>Shortel IP480 Telephones</td></tr><tr><td>(5)</td><td>5-Port Gigabit Desktop Switches</td></tr><tr><td>(26)</td><td>Old Honeywell Camera</td></tr></tbody></table> <u>Procurement Services Department</u> <table><thead><tr><th>Qty.</th><th>Property Description</th></tr></thead><tbody><tr><td>(1)</td><td>Broken Keyboard</td></tr></tbody></table> <u>Finance Department</u> <table><thead><tr><th>Qty.</th><th>Property Description</th></tr></thead><tbody><tr><td>(1)</td><td>Broken 2010 Bizhub Printer</td></tr></tbody></table> <u>Building Services Department</u> <table><thead><tr><th>Qty.</th><th>Property Description</th></tr></thead><tbody><tr><td>(1)</td><td>Lighting Damaged Infocus Mondo Pad</td></tr></tbody></table> Salvageable surplus property will be sold through GovDeals.com, an electronic auction website for government property. Non-salvageable property will be disposed of appropriately.		Qty.	Property Description	(1)	Broken Keyboard	(1)	Old Monitor	Qty.	Property Description	(39)	Broken Keyboards	(1)	Rack Monuted UPS APC	(7)	APC Back UPS Pro 1500, 1000, 725,620, 450	(16)	Dell Laptops: E5440, E5570, 5580, 5590, 5400	(24)	Dell PCs Optiplex: 9020, 7040	(7)	Shortel IP480 Telephones	(5)	5-Port Gigabit Desktop Switches	(26)	Old Honeywell Camera	Qty.	Property Description	(1)	Broken Keyboard	Qty.	Property Description	(1)	Broken 2010 Bizhub Printer	Qty.	Property Description	(1)	Lighting Damaged Infocus Mondo Pad
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Additional Analysis																																					

Fiscal Impact Summary		
Surplus property is anticipated to be sold for approximately \$3,500.00		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. City Clerk Disposal Forms	City Clerk Disposal Forms.pdf	
2. Procurement Services Disposal Forms	Procurement Services Disposal Forms.pdf	
3. Finance Department Disposal Form	Finance Department Disposal Form.pdf	
4. Building Services Disposal Form	Building Services Disposal Form.pdf	
5. Information Technology Disposal Forms.	Information Technology Disposal Forms..pdf	



PROPERTY DISPOSAL FORM

Dept. / Division: CITY CLERK Property Tag #:
Contact Person: Tracy Howe Phone: 352-241-7331
Year / Make / Model: Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property Keyboard

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:**

Director Signature: 

Date: 10/19/22

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:

Revised 4/12/2017



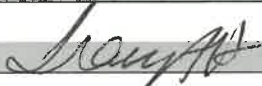
PROPERTY DISPOSAL FORM

Dept. / Division: CITY CLERK Property Tag #: 185DQS2
Contact Person: Tracy Howe Phone: 352-241-7331
Year / Make / Model: 2019 Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property Monitor

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:**

Director Signature: 

Date: 10/19/2022

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:

Revised 4/12/2017



PROPERTY DISPOSAL FORM

Dept. / Division: PURCHASING Property Tag #:
Contact Person: Freddy Suarez Phone: 352-241-7352
Year / Make / Model: Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property MS Ergonomic Keyboard

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:**

Director Signature: 

Date: 10-5-22

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:

Revised 4/12/2017



PROPERTY DISPOSAL FORM

Dept. / Division: FINANCE Property Tag #: 98786452
Contact Person: Dana Wiseman Phone: 352-241-7322
Year / Make / Model: 2010 / Bizhub / C220 Vehicle No. n/a
Miles / Hours: n/a Serial / VIN: A0ED013008681
Description of Property Utility Billing Large Copy Machine with Konica Minolta.

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** _____

Director Signature: Pam Brysonski Date: 11/12/2022

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Purchasing Director: _____ Date: _____

Munis Asset Number: _____

Revised 4/12/2017



PROPERTY DISPOSAL FORM

Dept. / Division: DEV. SERVICES/BLDG SVCS Property Tag #: 11510
Contact Person: lisa widican Phone: 352-241-7301
Year / Make / Model: INFOCUS MONDO PAD Vehicle No.
Miles / Hours: Serial / VIN: BLV5055578648/2
Description of Property MONDO PAD

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** Struck by lightning

Director Signature: [Signature]

Date: 12/1/2022

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:

Revised 4/12/2017

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

TP-Link 5-Port Gigabit Desktop Switch

[illegible]

Shoretel Desktop Phones

[illegible]

[illegible]



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 13, 2022		
Agenda Item Name		
Grant Acceptance		
Requested Action		
Request approval of grant award agreement for Vaccine and Testing assistance during COVID-19 with the State of Florida, Division of Emergency Management as the pass through entity for a Federal Award. The estimated amount is \$170,000.		
Staff Report		
This grant is awarded as part of the Florida Covid-19 pandemic response under DR-4486 – a federally and state declared disaster, CFDA 97.036 Public Assistance. This grant agreement is for federal funds with the State of Florida, Division of Emergency Management, as a pass-through entity. When vaccines became available in 2021, city staff provided staffing assistance at vaccine and testing sites in Lake County. We partnered with the Florida Department of Health to implement vaccine registration and administration, traffic control at vaccination sites, first-aid, and mobile vaccination for homebound residents and other at-risk communities in Clermont. It is expected that we will be reimbursed for labor, equipment, and materials used in support of this disaster response. The estimated amount of this grant is \$170,000.		
Additional Analysis		
Fiscal Impact Summary		
The estimated total amount of this grant is \$170,000.00 and covers City costs for labor, equipment, and materials.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Agreement_Z_2756 DRAFT	Agreement_Z_2756 DRAFT.pdf	

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.93, “Sub-Recipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.38, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.92, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following agreement is made and information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	<u>Clermont, City of</u>
Sub-Recipient's unique entity identifier:	<u>937993855</u>
Federal Award Date:	<u>March 13, 2020</u>
Subaward Period of Performance Start and End Date (Cat A-B):	<u>01/20/2020 – Attachment B</u>
Subaward Period of Performance Start and End Date (Cat C-G):	<u>01/20/2020 – Attachment B</u>
Amount of Federal Funds Obligated by this Agreement:	<u></u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u></u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	<u></u>
Federal award project description (see FFATA):	<u>Grant to eligible Sub-recipient as determined by FEMA</u>
Name of Federal awarding agency:	<u>Dept. of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)</u>
Name of pass-through entity:	<u>Florida Division of Emergency Management (FDEM)</u>
Contact information for the pass-through entity:	<u>2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.036 Public Assistance</u>
Indirect cost rate for the Federal award:	<u>See by 44 C.F.R. 207.5(b)(4)</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and

Clermont, City of (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Sub-Recipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below;

D. The Division, as the pass-through entity and fiduciary of such Federal funding, reserves the right to demand that the Sub-Recipient comply with all applicable State and Federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible, including debt collections; and

E. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

Performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." For this event, FEMA recognizes that noncompetitive procurements may be necessary to save lives, to protect property and public health, and to ensure public safety, as well as to lessen or avert the threat of a catastrophe. The President's unprecedented Nationwide Emergency Declaration and the Secretary of Health and Human Services' (HHS) declaration of a Public Health Emergency for COVID-19 establish that exigent and emergency circumstances currently exist.

a. For the duration of the Public Health Emergency, which began January 20, 2020 as determined by HHS, local governments, tribal governments, nonprofits, and other non-state entities may proceed with new and existing noncompetitively procured contracts in order to protect property and public health and safety, or to lessen or avert the threats created by emergency situations for 1) Emergency protective measures under FEMA's Public Assistance Program and 2) Use of FEMA non-disaster grant funds by non-state recipients and sub-recipients to respond to or address COVID-19. These noncompetitive contracts must comply with Federal guidance addressing exigency and emergency procurement.

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

- i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.
- ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.
- iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
- v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
- vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B to this Agreement ("Program Statutes and Regulations"). Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,

- ii. Review and document all deliverables for which the Sub-Recipient requests payment.
- b. The Division's Grant Manager for this Agreement is:

Jennifer Stallings
Title Program Supervisor
Bureau of Recovery
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 815-4408
Email: Jennifer.Stallings@em.myflorida.com

- c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

_Pamela Brosonski_____
_685 W Montrose_____
_Clermont, FL 34711_____
Telephone: _352-241-7365_____
Email: pbrosonski@clermontfl.org

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email. It is the Sub-Recipient's responsibility to authorize its users in the Recipient's grants management system. Only the Authorized or Primary Agents identified in Attachment D to this Agreement ("Designation of Authority") may authorize addition or removal of agency users.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with Attachment A to this Agreement (“Budget and Scope of Work”).

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Sub-Recipient contractual obligations to be completed. This agreement will begin upon execution by both parties and shall end upon closeout of the Sub-Recipient’s account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods.

The Period of Performance is the timeframe during which the Sub-Recipient may incur new obligations to carry out the work authorized under this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for allowable costs incurred during the period of performance. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specified agreement period. The C.F.R. requirement is more restrictive and will take precedence over the State requirement. The period of performance for this agreement begins with the first day of the Incident Period for the disaster applicable to the agreement and **ends six (6) months from the date of declaration for Emergency Work (Categories A & B) or eighteen (18) months from the date of declaration for Permanent Work (Categories C-G)**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement or extended in accordance with Attachment G Paragraph 5. If any extension request is denied by the Recipient, or is not sought by the Sub-Recipient, reimbursement is only available for eligible project costs incurred up to the latest approved extension. Failure to complete a project is adequate cause for the termination of funding for that project and requires reimbursement to the Recipient of any and all project costs.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Sub-recipient for DR-4486.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. Pursuant to section 252.37, Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon

a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. The affected Local government shall be required to provide one-half of the required match prior to receipt of such financial assistance.

d. The Executive Office of the Governor may approve a waiver, subject to the requirement for legislative notice and review under section 216.177, Florida Statutes, of all or a portion of the required match for public assistance projects for Local governments if the Executive Office of the Governor determines that such a match requirement cannot be provided, or that doing so would impose a documented hardship on the Local government, and if the Local government applies for the waiver within the first 18 months after the disaster is declared.

e. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient. The Recipient will provide funds on a cost reimbursement basis to the Sub-Recipient for eligible activities approved by the Recipient and the Federal Awarding Agency, as specified in Attachment A of this Agreement ("Budget and Scope of Work"), which also outlines the maximum reimbursement amount for each deliverable.

f. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)." The Sub-Recipient must complete Attachment "D" by designating at least three agents to execute any Requests for Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient. Attachment D must be completed electronically and submitted via email to rpa.help@em.myflorida.com. After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

g. In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts. NOTE: This is very important because if contacts are not updated, notifications made from the grants management system may not be received and could result in failure to meet time periods to appeal a Federal determination.

h. The Division will review all requests for reimbursement by comparing the documentation provided by the Sub-Recipient in the grants management system against a performance measure, outlined in Attachment A of this Agreement ("Budget and Scope of Work"), that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

i. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as,

“a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient “relate financial data to performance accomplishments of the Federal award.”

j. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 (“Compensation—personal services”) and 2 C.F.R. §200.431 (“Compensation—fringe benefits”). If authorized by the Federal Awarding Agency, and if the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-Employee agreement, or an established policy of the Sub-Recipient in affect at the time of the disaster event. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,
- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

k. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (at the time of the execution of this agreement: \$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient’s written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

l. The Division’s Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period

and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

- m. As defined by 2 C.F.R. §200.53, the term “improper payment” means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit or applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient’s personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient’s personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State’s record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

- i. If any litigation, claim, or audit is started before the expiration of the five (5)-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- ii. When the Division or the Sub-Recipient is notified in writing by the Federal Awarding Agency, cognizant agency for audit, oversight agency for audit,

cognizant agency for indirect costs, or pass-through entity to extend the retention period.

- iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.
- iv. When records are transferred to or maintained by the Federal Awarding Agency or pass-through entity, the (five) 5-year retention requirement is not applicable to the Sub-Recipient.
- v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal Awarding Agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personal identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, State, Local, and Tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the

Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the State and Local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency), in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge, qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of Attachments A and B to this Agreement ("Budget and Scope of Work" and "Program Statutes and Regulations" respectively), and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and any applicable close-out reports. These reports shall include the current status and progress by the Sub-Recipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subgrantee Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The closeout report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with Attachment A to this Agreement ("Budget and Scope of Work").

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information as required by the Federal Awarding Agency or the Division.

(13) MONITORING

a. The Division shall monitor the performance of the Sub-Recipient under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved.

A review shall be done for each function or activity in Attachment A to this Agreement ("Budget and Scope of Work") and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope reviews, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies as set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any

previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) days of providing written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein.

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement.

c. Withhold or suspend payment of all or any part of a request for payment.

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question; or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). For this event, FEMA recognizes that noncompetitive procurements may be necessary to save lives, to protect property and public health and to ensure public safety, as well as to lessen or avert the threat of a catastrophe." The President's unprecedented Nationwide Emergency Declaration and the Secretary of Health and Human Services' (HHS) declaration of a Public Health Emergency for COVID-19 establish that exigent and emergency circumstances currently exist. For the duration of the Public Health Emergency, which began January 27, 2020 as determined by HHS, local governments, tribal governments, nonprofits, and other non-state entities may proceed with new and existing noncompetitively procured contracts in order to protect property and public health and safety, or to lessen or avert the threats created by emergency situations for 1) Emergency protective measures under FEMA's Public Assistance Program and 2) Use of FEMA non-disaster grant funds by non-state recipients and sub-recipients to respond to or address COVID-19.

b. If the Sub-Recipient contracts with any contractor or vendor for performance of

any portion of the work required under this Agreement, the Sub-Recipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Sub-Recipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Sub-Recipient shall monitor and document, in the Attachment J of this Agreement ("Quarterly Report"), the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Sub-Recipient shall ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes.

e. The Sub-Recipient may request guidance concerning procurement activity from the Division, but shall also use its own judgment to determine compliance with all applicable rules and statutes.

(19) PAYMENTS

a. Requests for Reimbursement (RFR) serve as invoices for the purposes of section 215.422, Florida Statutes and shall include the supporting documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final RFR shall be submitted within thirty (30) days after the expiration date of the agreement or completion of applicable Project, whichever occurs first.

b. Any advance payment made under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account unless otherwise governed by a program specific waiver. If an advance payment is requested, the budget data upon which the request is based, and a justification statement shall be submitted along with this agreement at the time of execution by completing Attachment H of this Agreement ("Justification of Advance Payment"). The request will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier within thirty (30) days, along with any interest earned on the advance. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

c. If the necessary funds are not available to fund this Agreement, as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(20) EXPEDITED PROJECTS

The Division and the Federal Awarding Agency have established an Expedited Projects Program in order to help affected counties, municipalities, and private-non-profits recover from COVID-19. This program provides funding for 50% of the eligible scope of work for project versions of selected Expedited Category B projects. These amounts will be subject to the cost sharing requirements applicable for the disaster.

a. PROGRAM REQUIREMENTS

Each eligible Sub-Recipient can request to include Category B: Emergency Protective Measures projects in this expedited program. The work claimed must have been performed during the Public Health Emergency.

FEMA makes the final eligibility determination regarding project work and costs under the Expedited Program. In order to be eligible for this funding, these projects must be a “large” project with eligible scope of work totaling \$131,100 or more.

b. FUNDING

Funding will be provided at 50% of estimated costs incurred through an eligible scope of work for included projects, during the periods of performance. Any and all expedited projects will ultimately require a full validation through the grants management process for all costs incurred.

c. PARTICIPATION NOTIFICATION

The Sub-Recipient is responsible for notifying the State Public Assistance Officer (SPAO) of its intent to participate in the program. The Sub-Recipient notifies the SPAO by submitting the notification of their intention to participate via email to ExpeditedProjects@em.myflorida.com and the SPAO will then notify FEMA. Once that email correspondence is made, the project development will be tracked through Grants Portal and all payments will be made using the workflows in FDEM's Grants Management System.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this agreement are due no later than thirty (30) days from notification by the Division of funds due.

b. As a condition of funding under this Agreement, the Sub-Recipient agrees that the Recipient may withhold funds otherwise payable to the Sub-Recipient from any disbursement to the Recipient, by the Federal Awarding Agency or any other source, upon a determination by the Recipient or the Federal Awarding Agency that funds exceeding the eligible costs have been disbursed to the Sub-Recipient pursuant to this Agreement or any other funding agreement administered by the Recipient. The Sub-Recipient understands and agrees that the Recipient may offset any funds due and payable to the Sub-Recipient until the debt to the State is satisfied. In such event, the Recipient will notify the Sub-Recipient via the entry of notes in its grants management system.

c. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of “Division of Emergency Management”, must include the invoice number and the

applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

d. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, the Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft; whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of the said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of

\$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which receives funds under this Agreement from the Federal government, certifies, to the best of its knowledge and belief, that it and its principals:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
- ii. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,
- iv. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email to the assigned grant manager) the completed Attachment C of this Agreement ("Certification Regarding Debarment") for the Sub-Recipient and a screenshot reflecting such self-check via the Federal System for Award Management (SAM) clearinghouse through the website www.sam.gov. Sub-Recipient shall also perform this check for any and all intended contractor or subcontractor which Sub-Recipient plans to fund under this Agreement. A screenshot of the clearinghouse results for each intended contractor or subcontractor should be maintained by the Sub-Recipient and provided to the Division upon request. The check must be completed before the Sub-Recipient enters into a contract covering the scope of work outlined in the PWs with any contractor or subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount unless otherwise governed by program specific waiver.

k. The State of Florida will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law. This provision is only applicable to subrecipients receiving a state cost share.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any State agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

- ii. 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 Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- iii. The Sub-Recipient shall require that 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 Sub-Recipients shall certify and disclose accordingly.
- iv. 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.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such

property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) NONDISCRIMINATION BY CONTRACTORS

Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Sub-Recipient must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. The Sub-Recipient is also subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R. § 17.

(27) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment E to this Agreement ("Statement of Assurances").

(28) DUPLICATION OF BENEFITS PROHIBITED

a. The Sub-Recipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Sub-Recipient receive any other duplicate benefits from any source whatsoever.

b. The Sub-Recipient agrees to reimburse the Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Sub-Recipient has received payment from the Recipient.

c. The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

d. In the event the Recipient determines the Sub-Recipient has received duplicate

benefits, the Sub-Recipient gives the Grantee/ Recipient the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Sub-Recipient, and to use such remedies as may be available administratively or at law to recover such benefits.

(29) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 – Funding Sources
 - ii. Attachment A – Budget and Project List
 - iii. Attachment B – Scope of Work, Deliverables, and Financial Consequences
 - iv. Attachment C – Certification Regarding Debarment
 - v. Attachment D – Designation of Authority
 - vi. Attachment E – Statement of Assurances
 - vii. Attachment F – Election to Participate in PA Alternative Procedures (PAAP)
 - viii. Attachment G – Public Assistance Program Guidance
 - ix. Attachment H – Federal Funding Accountability and Transparency Act (FFATA) Reporting
 - x. Attachment I – Mandatory Contract Provisions
 - xi. Attachment J – DHS OIG Audit Issues and Acknowledgement
 - xii. Attachment K – Justification for Advance Payment

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: _____ Clermont, City of _____

By: _____
Name: _____ Tim Murry _____
Title: _____ Mayor _____
Date: _____ 12/13/2022 _____
FEID# _____ 59-6000290 _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____
Kevin Guthrie, Director

Date: _____

EXHIBIT – 1
FUNDING SOURCES

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Public Assistance Program

Catalog of Federal Domestic Assistance: 97.036

Amount of Federal Funding: \$ _____

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, 2018 V3.1- effective for all emergencies and major disasters declared on or after August 23, 2017.
 - o Link here: <https://www.fema.gov/media-library/assets/documents/111781>

Federal Program:

1. Sub-Recipient is to use funding to perform eligible activities in accordance with the Stafford Act, FEMA Public Assistance Program and Policy Guide, 2018 V3.1 and approved Project Worksheet(s) (PW). Eligible work is classified into the following categories:
 - Emergency Work**
 - Category A: Debris Removal
 - Category B: Emergency Protective Measures
 - Permanent Work**
 - Category C: Roads and Bridges
 - Category D: Water Control Facilities
 - Category E: Public Buildings and Contents
 - Category F: Public Utilities
 - Category G: Parks, Recreational, and other Facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement or will be in violation of the terms of the Agreement.

Attachment A
Budget and Project List

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated at the time of execution are:

DR-4486			Sub-Recipient: Clermont, City of								
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
		DR-4486 Total:	\$0.00		\$0.00		\$0.00		\$0.00		

Attachment B

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and reasonableness of associated costs. The sub-recipient is required to complete all eligible Projects and submit appropriate supporting documentation for emergency protective measures, debris removal, repair or replacement of Disaster damaged facilities, as approved by FEMA.

When FEMA has obligated funding for a Sub-Recipient's PW, the Division notifies the Sub-Recipient with a copy of the PW (or P2 Report). A Sub-Recipient may receive more than one PW and each will contain a separate Project. Budget and Project List – Attachment A of this Agreement will be modified quarterly, as necessary, to incorporate new PWs or PW versions. **For the purpose of this Agreement, each Project will be monitored, completed and reimbursed independently of the other Projects which are made part of this Agreement.**

Incident End Date

As of 5/21/2020 the incident is ongoing. The parties hereby agree that the end date of the incident, as determined by FEMA at a future date, will be established as the end date for this incident. Any documents or memoranda issued by FEMA establishing the end date for this incident is hereby incorporated by reference, and the parties agree to include any such documents into this agreement without any need to execute an amendment to this agreement. The parties do not agree to change any other terms in this agreement without express written approval.

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Sub-recipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Large Project Deliverables

Reimbursement requests will be submitted separately for each Large Project. Reimbursement for Large Project costs shall be based on the percentage of completion of the individual Project. Any request for reimbursement shall provide adequate, well organized and complete source documentation to support all costs related to the Project, and shall be clearly identified by the Project Number as generated by FEMA. Requests which do not conform will be returned to the Sub-Recipient prior to acceptance for payment.

Reimbursement up to 95% of the total eligible amount will be paid upon acceptance and is contingent upon:

- Timely submission of Quarterly Reports (due 15 days after end of each quarter).
- Timely submission of invoices (Requests for Reimbursement) and supported by documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final invoice shall be submitted within sixty (60) days after the expiration of the agreement or completion of the project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this agreement. Adjustments to the invoicing schedule must be approved in advance in writing by the Division Grant Manager.
- Timely submission of Request for Final Inspection (within ninety (90) days of project completion – for each project).
- Sub-Recipient shall include a sworn Affidavit or American Institute of Architects (AIA) forms G702 and G703, as required below.
 - o A. Affidavit. The Sub-Recipient is required to submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the following:

the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all of the Agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

- o B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration services, the Sub-Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by the Division.

Five percent (5%) of the total eligible amount (including Federal, State and Local shares) for each payment request will be retained until the final Request for Reimbursement (or backup for advance expenditure) has been verified as acceptable by the Division's Grant Manager, which must include dated certification that the Project is 100% complete. Further, all required documentation must be available in FDEM Grants Management System prior to release of the retained amount, to include permits, policies & procedures, procurement and insurance documents. At such time all required activities and documentation requirements have been verified as performed and met, the Sub-Recipient may request the total retained amount.

Small Projects Deliverables

Small projects will be paid upon obligation of the Project Worksheet and execution of the subgrant agreement. Sub-Recipient must initiate the Small Project Closeout in FDEM Grants Management System within thirty (30) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into FDEM Grants Management System, selecting the Sub-Recipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences:

For any Project (PW) that the Sub-Recipient fails to complete in compliance with Federal, State and Local requirements, the Division shall withhold a portion of the funding up to the full amount.

2 CFR 200.338 and section 215.971, Florida Statutes, requires the Division, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Sub-Recipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks. The Division shall apply the following financial consequences in these specifically identified events:

Work performed outside the Period of Performance –

Based on 2 C.F.R. Section 200.309, a Sub-Recipient may be reimbursed for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Division.

If the Sub-Recipient does not anticipate finishing the work within the original period of performance, it must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Sub-Recipient's control (Attachment G).

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Division will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance.

Failure to submit quarterly reports timely – Pursuant to 2 C.F.R. Section 328, the Division is responsible for oversight of the operations of the Federal award supported activities. Section 215.971, Florida Statutes provides the Division must monitor the activities performed under Federal awards to assure compliance with applicable Federal and State requirements and gain assurances that performance expectations are

being achieved. Paragraph (12) of the subgrant agreement requires the Sub-Recipient to submit a quarterly report that identifies the progress made on the project and will at a minimum include details regarding the status of all work in progress, work that has been completed, and work that has yet to begin. All work must be performed and completed in accordance with the Scope of Work. The report will also provide a detailed breakdown that supports the expenditure of funds under this Agreement, as well as any other information requested by the Division. These reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. In the event that a Sub-Recipient fails to timely submit this report, the Division will enforce the following:

- Withhold 0.1 percent of the entire eligible amount obligated every day the report is late
OR
- Withhold \$500.00, whichever is less.

The Division retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

With respect to any Sub-recipient of the State, which receives funds under this Agreement from the Federal government, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or
 - b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Sub-recipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Sub-recipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Sub-recipient further understands that submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____

Signature

Tim Murry, Mayor

Name and Title

685 W Montrose St

Street Address

Clermont, FL 34711

City, State, Zip

12/13/2022

Date

City of Clermont

Sub-Recipient's Name

DEM Contract Number

Attachment D

DESIGNATION OF AUTHORITY

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Sub-Recipient's Primary Agent and Alternate Agent to access the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Representative can request a change in contacts via email to the State team; a note should be entered in FDEM Grants Management System if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if all authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System as the contacts listed are replaced in the system, not supplemented. All users must log in on a monthly basis to keep their accounts from becoming locked.

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the Access Request link on the home page.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Agent" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed, and this contact will have full access).

Block 3: "Alternate Agent" – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

**DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Sub-Grantee:

Box 1: Authorized Agent (Full Access)

Agent's Name
Tim Murry

Signature

Organization / Official Position
Mayor

Mailing Address
685 W Montrose St

City, State, Zip
Clermont, FL 34711

Daytime Telephone
352-241-7358

E-mail Address
financegrants@clermontfl.org

Box 2: Primary Agent (Full Access)

Agent's Name
Pamela Brosonski

Signature

Organization / Official Position
Finance Director

Mailing Address
685 W Montrose St

City, State, Zip
Clermont, FL 34711

Daytime Telephone
352-241-7365

E-mail Address
pbrosonski@clermontfl.org

Box 3: Alternate Agent (Full Access)

Agent's Name
Scott Keyes

Signature

Organization / Official Position
Grants & Special Projects Manager

Mailing Address
685 W Montrose St

City, State, Zip
Clermont, FL 34711

Daytime Telephone
352-241-7324

E-mail Address
skeyes@clermontfl.org

Box 4: Other-Finance/Point of Contact (Full Access)

Official's Name

Signature

Organization / Official Position

Mailing Address

City, State, Zip

Daytime Telephone

E-mail Address

Box 5: Other-Risk Mgmt-Insurance (Full Access)

Agent's Name

Signature

Organization / Official Position

Mailing Address

City, State, Zip

Daytime Telephone

E-mail Address

Box 6: Other-Environmental-Historic (Full Access)

Agent's Name

Signature

Organization / Official Position

Mailing Address

City, State, Zip

Daytime Telephone

E-mail Address

The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and Federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.

Sub-Grantee Authorized Agent Signature

Date

DESIGNATION OF AUTHORITY (AGENTS) FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
Sub-Grantee:	
Date:	
Box 7:	Other (Read Only Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 9:	Other (Read Only Access)
Agent's Name	Official's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 11:	Other (Read Only Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 12:	Other (Read Only Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Sub-Grantee's Fiscal Year (FY) Start: Month: October Day: 1st	
Sub-Grantee's Federal Employer's Identification Number (EIN) 59-600290	
Sub-Grantee's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management	
Sub-Grantee's: FIPS Number (If Known) 069-12925-00	

NOTE: This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in FloridaPA.org will be updated and the contacts listed above will replace, not supplement, the contacts on the previous list.

Attachment E

STATEMENT OF ASSURANCES

- 1) The Sub-Recipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this Federally-assisted project.
- 2) Additionally, to the extent the following provisions apply to this Agreement, the Sub-Recipient assures and certifies that:
 - a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Sub-Recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sub-Recipient to act in connection with the application and to provide such additional information as may be required.
 - b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.
 - c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.
- 3) The Sub-Recipient further assures it will:
 - a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not, it will request a waiver from the Governor to cover the cost.
 - b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet Federal, State, and Local regulations.
 - c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications, and will furnish progress reports and such other information as the Federal grantor agency may need.
 - d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.
 - e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.
 - f. Provide without cost to the United States and the Grantee/Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Grantee/Recipient free from damages due to the approved work or Federal funding.
 - g. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:
 - i. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and,
 - ii. By complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
- i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
- j. With respect to demolition activities:
 - i. Create and make available documentation sufficient to demonstrate that the Sub-Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement;
 - ii. Return the property to its natural state as though no improvements had been contained thereon;
 - iii. Furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in Sub-Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the appropriate County Health Department;
 - iv. Provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;
 - v. Provide supervision over contractors or employees employed by the Sub-Recipient to remove asbestos and lead from demolished or otherwise applicable structures;
 - vi. Leave the demolished site clean, level, and free of debris;
 - vii. Notify the Grantee/Recipient promptly of any unusual existing condition which hampers the contractors work;
 - viii. Obtain all required permits;
 - ix. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed, along with the number of wells and septic tanks located on each site, and provide documentation of such closures;
 - x. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act;
 - xi. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and,
 - xii. Provide documentation of public notices for demolition activities.
- k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Sub-Recipient will be

responsible for conducting inspections to ensure compliance with these specifications by the contractor.

- l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for \$500,000⁰⁰ or more.
- m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Grantee/Recipient in good faith to agree upon a repayment date.
- n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

4) The Sub-Recipient agrees it will comply with the:

- a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
- b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or Local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.
- c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.
- d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
- e. Contract Work Hours and Safety Standards Act of 1962, requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
- f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed workweek.
- g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in Federally financed or assisted construction activities.
- h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

- j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The State's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.
- k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Sub-Recipients and contractors.
- l. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
- m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead-based paint in construction of rehabilitation or residential structures.
- n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.
- o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Sub-Recipients and contractors.
- p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Grantees/Recipients shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-Recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Sub-Recipient, this assurance shall obligate the Sub-Recipient or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.
- r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.

- t. Provisions of all appropriate environmental laws, including but not limited to:
 - i. The Clean Air Act of 1955, as amended;
 - ii. The Clean Water Act of 1977, as amended;
 - iii. The Endangered Species Act of 1973;
 - iv. The Intergovernmental Personnel Act of 1970;
 - v. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;
 - vi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;
 - vii. The Fish and Wildlife Coordination Act of 1958;
 - viii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;
 - ix. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.
- u. The provisions of all Executive Orders including but not limited to:
 - i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
 - ii. EO 11514 (NEPA).
 - iii. EO 11738 (violating facilities).
 - iv. EO 11988 (Floodplain Management).
 - v. EO 11990 (Wetlands).
 - vi. EO 12898 (Environmental Justice).

For Grantees/Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988. This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Sub-Recipient by FEMA. The Sub-Recipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Grantee/Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-Recipient, its successors, transferees, and assignees.

FOR THE SUBGRANTEE/SUB-RECIPIENT:

Signature

Printed Name and Title

Date

Public Assistance Alternative Procedures for Permanent Work Pilot (Version 4) FEMA Recovery Policy FP 104-009-7

BACKGROUND

Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, (Stafford Act)¹ authorizes FEMA to award Public Assistance (PA) funding based on fixed estimates. This version 4 of the *Public Assistance Alternative Procedures for Permanent Work Pilot* (Pilot) policy supersedes version 3 and the Alternative Procedures Project language in Chapter 2.VII.G of the *Public Assistance Program and Policy Guide*² (PAPPG). All other portions of the PAPPG apply except where specifically stated otherwise.

PURPOSE

The purpose of this policy is to define the framework and requirements to ensure appropriate and consistent implementation.

PRINCIPLES

- A. Increase flexibility in the administration of such assistance by allowing Applicants to use funds in a manner that best meets their specific needs for recovery, long-term resiliency, and future preparedness.
- B. Simplify the delivery of assistance and reduce administrative costs associated with PA projects.

REQUIREMENTS

A. FIXED-COST OFFER ACCEPTANCE

Outcome: Enable Applicants to drive their own recovery.

- 1. FEMA and the Recipient will work with the Applicant to formulate disaster-related damage into projects and reach agreement on the eligible scopes of work (SOW) for all Permanent Work projects. Once agreement is reached on the disaster-related damage and eligible SOW, FEMA or the Applicant will develop a cost estimate in accordance with Section G, *Cost Estimates*.
- 2. After the cost estimate is developed by FEMA or developed by the Applicant and validated by FEMA as being reasonable and eligible based on the work required to address the disaster-related damage, FEMA will transmit a fixed-cost offer via its Grants Manager/Portal to the Applicant for acceptance.

¹ Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, *et seq.*, as amended.

² www.fema.gov/media-library/assets/documents/111781

3. The total fixed-cost amount is established based on the aggregate of:
 - a. The estimated cost to restore disaster damaged facilities to pre-disaster design (size and capacity) and function in accordance with eligible codes and standards; and
 - b. The estimated cost for cost-effective hazard mitigation measures associated with the actual restoration SOW to be implemented.
4. If the Applicant accepts the fixed-cost offer for a Large Project, it is considered a Pilot Project and the Applicant will:
 - a. Not be required to rebuild the facilities back to what existed prior to the disaster.
 - b. Be allowed to share funds across all of its Pilot Projects.
 - c. Not be required to track costs to specific work items.
 - d. Not be required to track costs or work to specific Pilot Projects since funds can be shared across all of its Pilot Projects.
 - e. Be allowed to retain and use excess funds to reduce risk and improve future disaster operations (subject to timely closeout).
 - f. Be eligible for cost-effective hazard mitigation on replacement projects.

B. DEADLINES

Outcome: Increase speed of recovery through timely agreement on fixed-cost offers.

1. Applicants have no more than 18 months from the disaster declaration date to:
 - a. Determine the actual SOW and hazard mitigation measures to be implemented; and
 - b. Accept a fixed-cost offer for each project (also subject to 30-day deadline from receipt, see B.2).
2. Each time FEMA transmits a fixed-cost offer, the Recipient and Applicant will have a combined total of 30 calendar days from the date of FEMA's transmittal of the fixed-cost offer to accept the offer (not to exceed the 18-month deadline). Any projects without accepted fixed-cost offers by the 30-day and 18-month deadlines will be processed using standard PA policies and procedures and funded in accordance with Title 44 Code of Federal Regulations §206.205.
3. Time extensions to accept fixed-cost offers must be approved by FEMA's Assistant Administrator for Recovery.

C. HAZARD MITIGATION

Outcome: Promote resiliency through inclusion of hazard mitigation.

1. When the Applicant is restoring a facility to pre-disaster function, size, capacity, and location, FEMA evaluates the proposed hazard mitigation SOW and cost-effectiveness based on the criteria in Chapter 2.VII.C of the PAPPG.
2. When the Applicant is restoring the function, but changing the pre-disaster capacity of a facility (Improved Project), the proposed hazard mitigation SOW is developed based on the actual SOW to be implemented; however, the cost-effectiveness is evaluated based on the fixed-cost amount accepted for the pre-disaster restoration SOW. If the capacity is

increased, the proposed hazard mitigation SOW and cost is limited to the SOW and cost necessary to mitigate to the pre-disaster capacity of the damaged facility.

3. Applicants must complete the approved hazard mitigation in order to retain the fixed-cost amount accepted for hazard mitigation.

D. USE OF FUNDS

Outcome: Increase effectiveness of assistance through increased flexibility and expanded use of funds.

1. Applicants may use fixed-cost funds, including any excess funds across all Pilot Projects.
2. Applicants may request to use fixed-cost funds for any of the activities defined as eligible under the *Use of Fixed-Cost Funds* column in the table below. Once FEMA approves and the Applicant completes the SOW associated with these activities, the Applicant may use any excess funds for the expanded list of eligible activities listed under the *Use of Excess Funds* column.
3. Any excess funds remaining after the approved SOW is complete may be used for cost-effective activities that reduce the risk of future damage, hardship, or suffering from a major disaster, and activities that improve future PA operations or planning. The Applicant must submit a proposed SOW for use of any excess funds, along with a project timeline to the Recipient within 90 days of the date the last Alternative Procedures Project was completed. The Recipient must forward the request to FEMA within 180 days of date the last Alternative Procedures Project was completed. FEMA will evaluate the proposed use of excess funds for reasonableness to ensure prudent use of funds. FEMA will also evaluate the submitted project timeline and approve an appropriate deadline for project completion, not to exceed the overall disaster period of performance.
4. The following table lists examples of eligible and ineligible types of work and costs when using fixed-cost funds and excess funds.

Type of Work or Cost (all work or costs listed must otherwise be eligible for PA)	Use of Fixed-Cost Funds	Use of Excess Funds
Restoration of disaster-damaged facilities and equipment	Eligible	Eligible
Restoration of disaster-damaged facilities in undeclared areas within the same State or Tribal area	Ineligible	Eligible
Alternate Projects (e.g., purchasing equipment, constructing new facilities, improvements to undamaged facilities such as shelters and emergency operation centers) in declared areas	Eligible	Eligible
Cost-effective hazard mitigation measures for undamaged facilities	Ineligible	Eligible
Covering future insurance premiums, including meeting obtain and maintain (O&M) insurance requirements, on damaged or undamaged facilities	Ineligible	Eligible

Work on facilities that are ineligible due to a failure to meet previous O&M requirements	Ineligible	Ineligible
Conducting or participating in training for response or recovery activities, including Federal grants management or procurement courses	Ineligible	Eligible
Planning for future disaster response and recovery operations, such as developing or updating plans (e.g., Debris Management Plans, Hazard Mitigation Plans, Pre-disaster Recovery Plans, Emergency Management/Operation Plans), integrating these plans into other plans, preparedness activities, exercises, and outreach	Ineligible	Eligible
Salaries for PA or emergency management staff. This may include but is not limited to staff performing PA grant administration, monitoring, and closeout activities for other PA disaster grants, and staff developing or updating disaster plans	Ineligible	Eligible
Paying down debts	Ineligible	Ineligible
Covering operating expenses	Ineligible	Ineligible
Covering budget shortfalls	Ineligible	Ineligible
Covering the non-Federal cost share of FEMA projects or other Federal awards	Ineligible	Ineligible

E. SCOPE OF WORK CHANGES

Outcome: Reduce administrative burden by simplifying requirements for changes to a SOW.

1. Once the SOW is approved and a fixed-cost offer is accepted:
 - a. The Applicant must notify FEMA prior to making SOW changes that involve:
 - i. Buildings or structures that are 45 years of age or older;
 - ii. Ground disturbing activities; or
 - iii. Work in or near waterways.
 - b. With exception of buildings or structures that are 45 years of age or older, the Applicant does not need to notify FEMA when it intends to make changes that substantially conform to the approved SOW. Changes that substantially conform include items, such as:
 - i. Substitutions in material type (e.g., pre-cast concrete vs. steel beam, stainless steel vs. galvanized fasteners); or
 - ii. Interior floor plan reconfigurations (e.g., adding, moving, or removing rooms/features).
 - c. If the Applicant wishes to change the SOW to the extent that it changes the hazard mitigation, such changes must be approved within the 18-month deadline and the fixed-cost offer amount will be adjusted to reflect the revised hazard mitigation SOW.

F. ENVIRONMENTAL AND HISTORIC PRESERVATION

Outcome: Ensure all projects are compliant with environmental and historic preservation (EHP) laws, regulations, and executive orders.

1. FEMA will conduct EHP compliance reviews on the actual SOW to be implemented. EHP review needs to occur prior to FEMA approval and prior to the Applicant starting any work that has potential to impact the environment, historic properties, or archaeological resources. This includes, but is not limited to, demolition, site preparation, and ground disturbing activities.
2. The Applicant must comply with all applicable EHP laws, regulations, and Executive Orders in accordance with the FEMA Directive 108-1, *Environmental Planning and Historic Preservation Responsibilities and Program Requirements*, and accompanying Instruction. Non-compliance with EHP conditions and requirements may result in the deobligation of funds.

G. COST ESTIMATES

Outcome: Develop fixed-costs based on accurate cost estimates.

1. FEMA or the Applicant may develop cost estimates as follows:
 - a. FEMA will prepare its estimates using the Cost Estimating Format (CEF) and will include the CEF contingency factor "Applicant Reserve for Change Orders."
 - b. Applicant-submitted estimates must comply with Chapter 3.II.D of the PAPPG. FEMA will evaluate Applicant-submitted estimates using the *Public Assistance: Reasonable Cost Evaluation Job Aid*. This Job Aid includes a checklist in Appendix A: *Validation of Applicant-Provided Cost Estimates*, which FEMA will use to review and validate cost estimates.
 - c. The estimate must be based on the current phase of design or construction inclusive of any known costs.
 - d. If eligible work has been completed at the time the cost estimate is developed that portion of the fixed amount will be based on the actual cost.
 - e. The cost estimate must include a reduction to account for any anticipated insurance proceeds based on the Applicant's insurance policy, or if known, the actual insurance proceeds.
2. A FEMA-funded, independent panel of cost estimating experts may review project estimates. The review will be limited to issues pertaining to the estimated cost and the panel will not make decisions related to the eligibility of work. However, it may make determinations about whether cost elements are required to execute the SOW. The panel may review cost documentation for completed work, if necessary.
 - a. FEMA may request the independent panel review for any cost estimate.
 - b. Applicants may request the panel review the estimate for any project with an estimated Federal share of at least \$5 million.
 - c. All project estimates with an estimated Federal share of \$25 million or greater will be reviewed by the independent panel.

- d. The panel will complete its review before FEMA transmits the fixed-cost offer.

H. INSURANCE

Outcome: Ensure FEMA assistance does not duplicate insurance proceeds.

1. Fixed-cost amounts will be reduced to avoid duplication with insurance proceeds in accordance with Chapter 2.V.P.1 of the PAPPG. This includes any necessary adjustments at closeout.
2. All insurable facilities for which funds are used (including excess funds) are subject to O&M requirements in accordance with Chapter 2.VII.A of the PAPPG. If the Applicant does not comply with the O&M requirement, FEMA will deobligate the fixed amounts related to the non-compliance and the facilities for which the Applicant failed to comply will not be eligible for future PA funding.

I. CLOSEOUT REQUIREMENTS

Outcome: Reduce the administrative costs associated with closeout by simplifying closeout documentation requirements and incentivize timely closeout.

1. Work must be completed by the end of the latest Pilot Project period of performance and the Recipient must certify that all incurred costs are associated with the approved SOW and that the Applicant completed all work in accordance with FEMA regulations and policies. The Recipient must submit its certification to FEMA within 180 days of the Applicant completing its last Pilot Project or the latest Pilot Project deadline, whichever occurs first, in order for the Applicant to retain and use any excess funds.
2. The closeout certification must include a final report of Pilot Project costs and documentation to support the following:
 - a. Summary of actual work completed;
 - b. Mitigation measures achieved, if applicable;
 - c. Compliance with EHP requirements;
 - d. Compliance with the O&M insurance requirement;
 - e. Summary of total actual costs to complete the Pilot Projects;
 - f. Compliance with Federal procurement procedures; and
 - g. Actual insurance proceeds received.
3. Applicants do not need to track costs to specific work items. Applicants only need to substantiate and certify that all claimed costs are related to the overall work deemed eligible for the Pilot Projects.
4. Applicants must comply with the requirements of 2 CFR Part 200, including document retention.

J. APPEALS

FEMA will not consider appeals on a Pilot Project unless it is related to a cost adjustment made by FEMA after the fixed-cost offer is accepted (i.e., related to insurance, non-compliance, or an audit). Any disagreement on damage, SOW, or cost must be resolved

prior to accepting a fixed-cost offer. Additionally, time extension denials on a Pilot Project are not appealable.

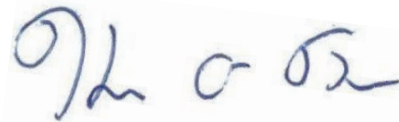
K. AUDITS

The U.S. Department of Homeland Security's Office of Inspector General and the U.S. Government Accountability Office have authority to audit any project. Once the Applicant signs the fixed-cost offer, FEMA may still adjust funding due to audit findings.

L. PILOT POLICY VERSUS STANDARD PA POLICY

The following table summarizes the differences between the Alternative Procedures Pilot policy and the standard PA policy:

Alternative Procedures Policy	Standard Policy
Fixed-cost project with use of excess funds.	Actual cost project. No retention of excess funds associated with the approved estimate.
May use funds across all Pilot projects.	Can only use funds toward the specific work identified in each specific project.
After FEMA approves a SOW, approval is only required for changes that involve buildings or structures aged 45 years or older, ground disturbing activities, or work in or near water.	After FEMA approves a SOW, approval is required for any change to the SOW.
Do not need to track costs associated with changes to the SOW.	Must track costs associated with all changes to the SOW.
Do not need to track costs to specific work items. Only need to track the total costs associated with the Pilot Projects.	Must track costs specific to each work item within each individual project.
Do not need to track work to specific Pilot Projects. Only need to substantiate that the work is related to the approved SOW covered in the Pilot Projects.	Must track all work to each individual project.



Keith Turi
Assistant Administrator, Recovery Directorate

August 29, 2019
Date

ADDITIONAL INFORMATION

REVIEW CYCLE

This policy will be reviewed, reissued, revised or rescinded by the Assistant Administrator of Recovery within 4 years of the date of signature on this policy.

AUTHORITIES

Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, *et seq.*, as amended.

QUESTIONS

Direct questions to Tod Wells, Acting Director, Public Assistance Division, at Tod.Wells@fema.dhs.gov.

Attachment G

PUBLIC ASSISTANCE PROGRAM GUIDANCE

1. GRANTEE'S/RECIPIENT'S WEB-BASED PROJECT MANAGEMENT SYSTEM

Sub-Recipients must use the Grantee's/Recipient's web-based project management system, to access and exchange project information with the State throughout the project's life. This includes processing advances, reimbursement requests, quarterly reports, final inspection schedules, change requests, time extensions, and other services as identified in the Agreement. Training on this system will be supplied by the Recipient upon request by the Sub-Recipient. The Sub-Recipient is required to have working knowledge of the FDEM Grants Management System.

2. PROJECT DOCUMENTATION

The Sub-Recipient must maintain all source documentation supporting the project costs. To facilitate closeout and audits, the Applicant should **file all documentation pertaining to each project with the corresponding PW as the permanent record of the project**. In order to validate Large Project Requests for Reimbursement (RFRs), all supporting documents should be uploaded to the FDEM Grants Management System website. Contact the grant manager with questions about how and where to upload documents, and for assistance linking common documents that apply to more than one (1) PW.

The Sub-Recipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Sub-Recipient account closeout by FEMA.

The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records for the disposition of non-expendable personal property valued at \$5,000⁰⁰ or more at the time it is acquired must be retained for five (5) years after final account closeout.

Records relating to the acquisition of real property must be retained for five (5) years after final account closeout.

3. PROJECT AMENDMENTS

Project Amendments may be requested by the Sub-Grantee/Sub-Recipient, in FDEM Grants Management System, on both small and large projects, to:

- 1) New Time Extension;
 - a) Requests for Time Extensions within the Grantee/Sub-Recipient's authority
 - b) Requests for Time Extensions not within the Grantee/Sub-Recipient's authority
- 2) New Project Amendment;
 - a) Requests for Alternate Projects; and/or
 - b) Requests for Improved Projects; and/or
 - c) Requests for Mitigation Opportunities; and/or
 - d) Requests for Revised Scope of Work; and/or
 - e) Significant Cost Variance (>20%); and/or
 - f) Use of Eligible Excess Funds
- 3) New Project Appeal

- a) Applicant Appeal
 - i) Request First Appeal; and/or
 - ii) Request Second Appeal; and/or
 - iii) Request Appeal via Arbitration
- b) Project Appeal
 - i) Large Project Appeal
 - (1) Request First Appeal; and/or
 - (2) Request Second Appeal; and/or
 - (3) Request Appeal via Arbitration
 - ii) Small Project Appeal
 - (1) Small Project Netting

4. PROJECT RECONCILIATION AND CLOSEOUT

The purpose of closeout is for the Sub-Recipient to certify that all work has been completed. To ensure a timely closeout process, the Sub-Recipient should notify the Recipient within sixty (60) days of Project completion.

The Sub-Recipient should include the following information with its closeout request:

- Certification that project is complete;
- Date of project completion; and,
- Copies of any Recipient time extensions.

Large Projects

With exception of Fixed Cost Estimate Subawards, Alternate Projects and Improved Projects where final costs exceed FEMA's original approval, the final eligible amount for a Large Project is the actual documented cost of the completed, eligible SOW. Therefore, upon completion of each Large Project that FEMA obligated based on an estimated amount; the Sub-Recipient should provide the documentation to support the actual costs. If the actual costs significantly differ from the estimated amount, the Sub-Recipient should provide an explanation for the significant difference.

FEMA reviews the documentation and, if necessary, obligates additional funds or reduces funding based on actual costs to complete the eligible SOW. If the project included approved hazard mitigation measures; FEMA does not re-evaluate the cost-effectiveness of the HMP based on the final actual cost. If during the review, FEMA determines that the Sub-Recipient performed work that was not included in the approved SOW, FEMA will designate the project as an Improved Project, cap the funding at the original estimated amount, and review the additional SOW for EHP compliance.

For Fixed Cost Estimate Subawards, the Applicant must provide documentation to support that it used the funds in accordance with the eligibility criteria described in the PAPPG and guidance provided at <http://www.fema.gov/alternative-procedures> and in the referenced disaster specific guidance attached hereto.

Once FEMA completes the necessary review and funding adjustments, FEMA closes the project.

Small Projects

Once FEMA obligates a Small Project, FEMA does not adjust the approved amount of an individual Small Project. This applies even when FEMA obligates the PW based on an estimate and actual costs for

completing the eligible SOW differ from the estimated amount. FEMA only adjusts the approved amount on individual Small Projects if one of the following conditions applies:

- The Sub-Recipient did not complete the approved SOW;
- The Sub-Recipient requests additional funds related to an eligible change in SOW;
- The PW contains inadvertent errors or omissions; or,
- Actual insurance proceeds differ from the amount deducted in the PW.

In these cases, FEMA only adjusts the specific cost items affected.

If none of the above applies, the Sub-Recipient may request additional funding if the total actual cost of all of its Small Projects combined exceeds the total amount obligated for all of its Small Projects. In this case, the Sub-Recipient must request the additional funding through the appeal process, within sixty (60) days of completion of its last Small Project. FEMA refers to this as a net small project overrun appeal. The appeal must include actual cost documentation for all Small Projects that FEMA originally funded based on estimate amounts.

To ensure that all work has been performed within the scope of work specified on the Project Worksheets, the Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.

For COVID-19 DR-4486, projects that are under \$131,100.00 are considered small projects. In coordination with FEMA, the Division will accept a self-certification of small projects in lieu of project documentation for permanent work projects (Categories C-G). The self-certification will require the applicant to certify that the damaged facility is eligible, the scope of work is eligible, and that the funds will be expended in accordance with State and Federal law. A copy of the self-certification is attached hereto.

This self-certification will be completed during project development in Grants Portal prior to obligation. Once the project is obligated, the Division will reimburse the project without a request for reimbursement. However, in order to close out the project, the applicant must provide before and after photos of the project.

5. TIME EXTENSIONS

FEMA only provides PA funding for work completed and costs incurred within regulatory deadlines. The deadline for **Emergency Work** is six (6) months from the declaration date. The deadline for **Permanent Work** is eighteen (18) months from the declaration date.

Deadlines for Completion of Work	
Type of Work	Months
Emergency Work	6
Permanent Work	18

If the Applicant determines it needs additional time to complete the project, including direct administrative tasks related to the project, it must submit a written request for a Time Extension to the Recipient with the following information:

- Documentation substantiating delays beyond its control;
- A detailed justification for the delay;
- Status of the work; and,
- The project timeline with the projected completion date.

Within its discretion, set out by 44 C.F.R. §206.204, the Division will grant a time extension for all emergency work, or Category A (debris removal) and B (emergency protective measures) work, by three (3) months. This extends the period of performance for all applicants designated for Category A and B work.

This time extension does not apply to Permanent Work projects. For Permanent Work projects, the applicant will need to submit a time extension request via the FDEM Grants Management System once the project is obligated by FEMA. If the Division grants the time extension request, the grant will be retroactive.

It may extend Emergency Work projects by six (6) months and Permanent Work projects by thirty (30) months. FEMA has authority to extend individual project deadlines beyond these timeframes if extenuating circumstances justify additional time. This applies to all projects with the exception of those projects for temporary facilities.

FEMA generally considers the following to be extenuating circumstances beyond the Applicant's control:

- Permitting or EHP compliance related delays due to other agencies involved
- Environmental limitations (such as short construction window)
- Inclement weather (site access prohibited or adverse impact on construction)

FEMA generally considers the following to be circumstances within the control of the Applicant and not justifiable for a time extension:

- Permitting or environmental delays due to Applicant delays in requesting permits
- Lack of funding
- Change in administration or cost accounting system
- Compilation of cost documentation

Although FEMA only provides PA funding for work performed on or before the approved deadline, the Applicant must still complete the approved SOW for funding to be eligible. FEMA de-obligates funding for any project that the Applicant does not complete. If the Applicant completes a portion of the approved SOW and the completed work is distinct from the uncompleted work, FEMA only de-obligates funding for the uncompleted work. For example, if one project includes funds for three facilities and the Applicant restores only two of the three facilities, FEMA only de-obligates the amount related to the facility that the Applicant did not restore.

Time Extension requests should be submitted prior to current approved deadline, be specific to one project, and include the following information with supporting documentation:

- Dates and provisions of all previous time extensions
- Construction timeline/project schedule in support of requested time
- Basis for time extension request:
 - o Delay in obtaining permits
 - Permitting agencies involved and application dates
 - o Environmental delays or limitations (e.g., short construction window, nesting seasons)
 - Dates of correspondence with various agencies
 - Specific details
- Inclement weather (prolonged severe weather conditions prohibited access to the area, or adversely impacted construction)
 - o Specific details
- Other reason for delay
 - o Specific details

Submission of a Time Extension request does not automatically grant an extension to the period of performance. Without an approved Time Extension from the State of FEMA (as applicable), any expenses incurred outside the P.O.P. are ineligible.

6. INSURANCE

The Sub-Recipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Sub-Recipient further understands and agrees that if Public Assistance funding is obligated for work that is subsequently determined to be covered by

insurance and/or other sources of funding, FEMA must de-obligate the funds per Stafford Act Sections 101(b)(4) and 312 (c).

As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Sub-Recipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than \$5,000⁰⁰.

In addition to the preceding requirements, the Sub-Recipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, "Such coverage must at a minimum be in the amount of the eligible project costs." Further, the Stafford Act, requires a Sub-Recipient to purchase and maintain insurance, where that insurance is "reasonably available, adequate or necessary to protect against future loss" to an insurable facility as a condition for receiving disaster assistance funding. The Public Assistance Program and Policy Guide further states, "If the Applicant does not comply with the requirement to obtain and maintain insurance, FEMA will deny or de-obligate PA funds from the current disaster." If the State Insurance Commissioner certifies that the type and extent of insurance is not "reasonably available, adequate or necessary to protect against future loss" to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.

The Sub-Recipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.

The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Sub-recipient further agrees to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, and exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.

The Sub-Recipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

7. COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS

The Sub-Recipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Recipient, and in accordance with applicable Local, State, and Federal legal requirements.

If applicable, the contract documents for any project undertaken by the Sub-grantee/Sub-Recipient, and any land use permitted by or engaged in by the Sub-grantee/Sub-Recipient, must be consistent with the local government comprehensive plan.

The Sub-Recipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.

The Sub-Recipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

8. FUNDING FOR LARGE PROJECTS

Although Large Project payment must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Sub-Recipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of all costs and will transmit the information to FEMA for its consideration for final funding adjustments (See Closeouts).

The submission from the Sub-Recipient requesting this reimbursement must include:

- a) A Request for Reimbursement (available in the FDEM Grants Management System);
- b) A Summary of Documentation (SOD) which is titled Reimbursement Detail Report in the FDEM Grants Management System and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and,
- c) The FDEM Cost Claim Summary Workbook (found in the Forms section of the FDEM Grants Management System), along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

9. ADVANCES

1. For a Federally funded contract, any advance payment is also subject to 2 C.F.R., Federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.
2. All advances must be held in an interest-bearing account with the interest being remitted to the Recipient as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
3. In order to prepare a Request for Advance (RFA) the Sub-Recipient must certify to the Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay. The Sub-Recipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.
4. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment.
5. The Sub-Recipient must complete a Request for Reimbursement (RFR) via the FDEM Grants Management System no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.
6. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.
7. The Recipient may advance funds to the Sub-Recipient, not exceeding the Federal share, only if the Sub-Recipient meets the following conditions:
 - a) The Sub-Recipient must certify to the Recipient that Sub-Recipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;
 - b) The Sub-Recipient must submit to the Recipient the budget supporting the request.
8. The Sub-Recipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than ninety (90) days after receipt of the Advance;
9. The Recipient may, in its sole discretion, withhold a portion of the Federal and/or nonfederal share of funding under this Agreement from the Sub-Recipient if the Recipient reasonably expects that the Sub-Recipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Sub-Recipient was improper.

Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment only if permissible in accordance with 2 C.F.R. § 200.305(b). Advance payments are only permissible if in compliance with 2 C.F.R. § 200.305(b), and PAAP projects are no exception.

10. DESIGNATION OF AGENT

The Sub-Recipient must complete Attachment D by designating at least three (3) agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient.

After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts.

NOTE: This is very important because if contacts are not updated, notifications made from FDEM Grants Management System may not be received and could result in failure to meet time periods to appeal a Federal determination.

11. DUNS Q&A

What is a DUNS number?

The Data Universal Numbering System (DUNS) number is a unique nine-digit identification number provided by Dun & Bradstreet (D&B). The DUNS number is site specific. Therefore, each distinct physical location of an entity such as branches, divisions and headquarters, may be assigned a DUNS number.

Who needs a DUNS number?

Any ***institution*** that wants to submit a grant application to the Federal government. Individual researchers do not need a DUNS number if they are submitting their application through a research organization.

How do I get a DUNS number?

Dun & Bradstreet have designated a special phone number for Federal grant and cooperative agreement applicants/prospective applicants. Call the number below between 8 a.m. and 5 p.m., local time in the 48 contiguous states and speak to a D&B representative. This process will take approximately 5 – 10 minutes and you will receive your DUNS number at the conclusion of the call.

1-866-705-5711

What do I need before I request a DUNS number?

Before you call D&B, you will need the following pieces of information:

- Legal Name
- Headquarters name and address for your organization
- Doing business as (dba) or other name by which your organization is commonly recognized
- Physical address
- Mailing address (if separate from headquarters and/or physical address)
- Telephone number
- Contact name and title
- Number of employees at your physical location

How much does a DUNS number cost?

There is no charge to obtain a DUNS number.

Why does my institution need a DUNS number?

New regulations taking affect Oct. 1, 2003 mandate that a DUNS number be provided on all Federal grant and cooperative agreement applications. The DUNS number will offer a way for the Federal government to better match information across all agencies.

How do I see if my institution already has a DUNS number?

Call the toll-free number above and indicate that you are a Federal grant and/or cooperative agreement applicant. D&B will tell you if your organization already has a number assigned. If not, they will ask if you wish to obtain one.

Should we use the +4 extension to the DUNS number?

Although D&B provides the ability to use a 4-digit extension to the DUNS number, neither D&B nor the Federal government assign any importance to the extension. Benefits, if any, derived from the extension will be at your institution only.

Is there anything special that we should do for multi-campus systems?

Multi-campus systems can use what is called a parent DUNS number to aggregate information for the system as a whole. The main campus will need to be assigned a DUNS number. Then each satellite campus will need to reference the main campus DUNS number as their parent DUNS when obtaining their own DUNS number. For NIH grantees, if each campus submits grant applications as a unique grantee organization, then each campus needs to obtain their own DUNS number.

What should we do if our institution has more than 1 DUNS number?

Your institution will need to decide which DUNS number to use for grant application purposes and use only that number.

Are there any exceptions to the new DUNS number rules?

Individuals who would personally receive a grant or cooperative agreement award from the Federal government apart from any business or non-profit organization they may operate are exempt from this requirement.

Who at my institution is responsible for requesting a DUNS number?

This will vary from institution to institution. This should be done by someone knowledgeable about the entire structure of your institution and who has the authority to make such decisions. Typically, this request would come from the finance/accounting department or some other department that conducts business with a large cross section of the institution.

We are an organization new to Federal grant funding so we obviously need a DUNS number. But we don't want to be included in any marketing list. What can we do?

Inclusion on a D&B marketing list is optional. If you do not want your name/organization included on this marketing list, request to be de-listed from D&B's marketing file when you are speaking with a D&B representative during your DUNS number telephone application.

Who do we contact if we have questions?

If you have questions about applying for a DUNS number, contact the Dun & Bradstreet special phone number 1-866-705-5771. If you have questions concerning this new Federal-wide requirement, contact Sandra Swab, Office of Federal Financial Management, 202-395-3993 or via e-mail at sswab@omb.eop.gov.

12. Substitute Form W-9

For the purpose of this Agreement, a Sub-Recipient is also a Vendor.

The State of Florida requires vendors doing business with the State to submit a Substitute Form W-9. The purpose of a Form W-9 is to provide a Federal Taxpayer Identification Number (TIN), official entity name, a business designation (sole proprietorship, corporation, partnership, etc.), and other taxpayer information to the State. Submission of a Form W-9 ensures that the State's vendor records and Form 1099 reporting

are accurate. Due to specific State of Florida requirements, the State will not accept the Internal Revenue Service Form W-9.

Effective March 5, 2012, State of Florida agencies will not be permitted to place orders for goods and services **or make payments to any vendor that does not have a verified Substitute W-9 on file** with the Department of Financial Services. Vendors are required to register and submit a Form W-9 on the State's Vendor Website at <https://flvendor.myfloridacfo.com>.

13. Small, Women Owned and Minority Owned Businesses

2 CFR 200.321 requires a non-Federal entity take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These affirmative steps must include:

- (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;
- (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; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Attachment H

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) INSTRUCTIONS AND WORKSHEET

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on Federal awards (Federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a subaward (Agreement) that obligates \$25,000 or more in Federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: _____

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$

OBLIGATION/ACTION DATE: _____

SUBAWARD DATE (if applicable): _____

DUNS#: 937993855

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Clermont

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: 685 W Montrose St

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY Clermont STATE FL ZIP CODE+4** 34711

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

Complete eligible Projects for addressing COVID-19 in the Clermont, FL area.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. 1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; AND, (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____



CONTRACT PROVISIONS TEMPLATE

FEMA Office of Chief Counsel

Procurement Disaster Assistance Team

INTRODUCTION

If a non-Federal entity (state or non-state) wants to use federal funds to pay or reimburse their expenses for equipment or services under a contract, that contract **must** contain the applicable clauses described in [Appendix II to the Uniform Rules](#) (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under 2 C.F.R. § 200.326. In addition, there are certain contract clauses which are recommended by FEMA.

This document outlines the federally required contract provisions in addition to FEMA-recommended provisions.

- For some of the required clauses, sample language or references to find sample language are provided.
- Sample language for certain required clauses (remedies, termination for cause and convenience, changes) is not provided since these must be drafted in accordance with the non-Federal entity's applicable local laws and procedures.
- For the clauses which require that exact language be included, the required language is provided. Those clauses are specifically identified below.

Please note that the non-Federal entity alone is responsible for ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.

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Required Contract Provisions: Quick Reference Guide

KEY	
Required/Recommended Provision	☐
Required/Recommended Provision and Required Exact Language	☐
Not Required for PA Awards (Grants)	☐

	Required Provision	Contract Criteria	Sample Language?
1.	Legal/contractual/administrative remedies for breach of contract	> Simplified Acquisition Threshold (\$250k)	No. It is based on applicant's procedures.
2.	Termination for cause or convenience	> \$10k	No. It is based on applicant's procedures.
3.	Equal Employment Opportunity	Construction work	Yes. 41 CFR Part 60-1.4(b)
4.	Davis Bacon Act	Construction work	Not applicable to PA grants
5.	Copeland Anti-Kickback Act	Construction work > \$2k	Not applicable to PA grants
6.	Contract Work Hours and Safety Standards Act	> \$100k + mechanics or laborers	Yes. 29 CFR 5.5(b)
7.	Rights to inventions made under a contract or agreement	Funding agreement	Not applicable to PA grants
8.	Clean Air Act and Federal Water Pollution Control Act	>\$150k	Yes
9.	Debarment and Suspension	All	Yes
10.	Byrd Anti-Lobbying Amendment	All (>\$100k: Certification)	Yes. Clause and certification
11.	Procurement of Recovered Materials	Applicant is a state or political subdivision of a state. Work involves the use of materials.	Yes

Recommended Contract Provisions: Quick Reference Guide

	Recommended Provision	Contract Criteria	Sample Language?
1.	Access to Records	All	Yes
2.	Contract Changes or Modifications	All	No. It depends on nature of contract and end-item procured.
3.	DHS Seal, Logo, and Flags	All	Yes
4.	Compliance with Federal Law, Regulations and Executive Orders	All	Yes
5.	No Obligation by Federal Government	All	Yes
6.	Program Fraud and False or Fraudulent Statements or Related Acts	All	Yes

REQUIRED CONTRACT PROVISIONS

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

If applicable, exact language below in subsection 3.d is required.

- 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 only 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. **It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance 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 (**write in the name of the Federal agency or the loan or 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 (**name of applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) 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 (**name of the applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) 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 (Nonprocurement 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 nonprocurement 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 nonprocurement 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 (**insert name of recipient/subrecipient/applicant**). 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 (**insert name of recipient/subrecipient/applicant**), 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."

RECOMMENDED CONTRACT PROVISIONS

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. Although FEMA does not currently require additional provisions, **FEMA recommends** the following:

1. 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.

- b. Suggested Language.

Access to Records. The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide (**insert name of state agency or local or Indian tribal government**), (**insert name of recipient**), 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.
- (2) 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.
- (3) 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.

(4) In compliance with the Disaster Recovery Act of 2018, the (**write in name of the non-federal entity**) 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.

2. 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.

3. 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. Suggested Language.

"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."

4. 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. Suggested Language.

“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.”

5. 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. Suggested Language.

“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.”

6. 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. Suggested Language.

“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.”

Attachment J
DHS OIG AUDIT ISSUES and ACKNOWLEDGEMENT

The Department of Homeland Security (DHS) Office of Inspector General (OIG) was tasked by Congress to audit all FEMA projects for fiscal year 2014. A synopsis of those findings are listed below:

There have been 32 separate instances where Grantees/Recipients or Sub-Recipients did not follow the prescribed rules to the point that the OIG believed the below listed violations could have nullified the FEMA/State agreement.

1. Non-Competitive contracting practices.
2. Failure to include required contract provisions.
3. Failure to employ the required procedures to ensure that small, minority, and women's owned firms were all given fair consideration.
4. Improper "cost-plus-a-percentage-of-cost" contracting practices.

The following information comes directly from DHS's OIG Audit Tips for Managing Disaster Related Project Costs; Report Number OIG-16-109-D dated July 1, 2016. The following may be reasons for the disallowance or total de-obligation of funding given under the FEMA/State agreement:

1. Use of improper contracting practices.
2. Unsupported costs.
3. Poor project accounting.
4. Duplication of benefits.
5. Excessive equipment charges (applicability may vary with hazard mitigation projects).
6. Excessive labor and fringe benefit charges.
7. Unrelated project costs.
8. Direct Administrative Costs.
9. Failure to meet the requirement to obtain and maintain insurance.

Key Points that *must* be followed when Administering FEMA Grants:

- Designate one person to coordinate the accumulation of records.
- Establish a separate and distinct account for recording revenue and expenditures, and a separate identifier for each specific FEMA project.
- Ensure that the final claim for each project is supported by amounts recorded in the accounting system.
- Ensure that each expenditure is recorded in the accounting books and references supporting sources of documentation (checks, invoices, etc.) that can be readily retrieved.
- Research insurance coverage and seek reimbursement for the maximum amount. Credit the appropriate FEMA project with that amount.

- Check with your Federal Grant Program Coordinator about availability of funding under other Federal programs (Federal Highways, Housing and Urban Development, etc.) and ensure that the final project claim does not include costs that another Federal agency funded or could have funded.
- Ensure that materials taken from existing inventories for use on FEMA projects are documented by inventory withdrawal and usage records.
- Ensure that expenditures claimed under the FEMA project are reasonable, necessary, directly benefit the project, and are authorized under the "Scope of Work."

I acknowledge that I have received a copy of, and have been briefed on, the above DHS OIG Audit Issues.

Sub-Recipient Agency

Date

Signature

Printed Name & Title

Attachment K
JUSTIFICATION FOR ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

☐ ADVANCE REQUESTED Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay pending obligations for eligible work. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Agreement
<i>Example: PW#00001(0)</i>	<i>Contract Work \$1,500,000.00 (provide detailed justification).</i>
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a **detailed justification** explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance **will be expended within the first ninety (90) days of the contract term**. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 13, 2022		
Agenda Item Name		
Right to Entry Agreement		
Requested Action		
Request approval of the Right of Entry Agreement		
Staff Report		
This is to provide the right of entry to the City of Clermont, through Orange County Conserv II property, so the City can access a wetland monitoring well as required by St. Johns River Water Management District for reporting purposes related to the city's consumptive use permit.		
Additional Analysis		
Fiscal Impact Summary		
none		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Conserv II Right Entry WC II ROE	Conserv II Right Entry WC II ROE.pdf

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT (the “**Agreement**”), effective as of the last date of execution below (the “**Effective Date**”), is made among **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (“**County**”), **CITY OF ORLANDO**, a municipal corporation organized and existing under the laws of the State of Florida (“**City**”, and together with County, the “**Owners**”), and **CITY OF CLERMONT**, a municipal corporation organized and existing under the laws of the State of Florida (“**Licensee**”). County, City, and Licensee are individually referred to herein as a “**Party**” and collectively referred to as the “**Parties**.”

RECITALS

A. County and City jointly own certain real property located in Lake County, Florida, located at Five Mile Road, Clermont, Florida 34711, bearing Lake County Property Appraiser’s Parcel Identification Number 13-23-25-0900-013-00000 (the “**Conserv II Property**”).

B. Licensee has requested a right of entry license for access to the cross-hatched portion of the Conserv II Property shown on **Exhibit “A”** (the “**License Area**”) in order to collect wetland data (the “**Work**”).

C. The Parties desire to enter into this Agreement for the purposes of evidencing their respective rights and obligations in connection with Licensee’s request.

NOW THEREFORE, for and in consideration of the mutual promises and obligations set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Recitals; Exhibits. The foregoing recitals are true and correct. The recitals and exhibits attached to this Agreement are hereby incorporated into this Agreement by reference.

2. License; No Grant of Easement. The Owners hereby grant Licensee a non-exclusive license over, upon, and across the License Area for the purposes, and under the terms and conditions, set forth in this Agreement (the “**License**”). This Agreement is intended and will be construed only as a temporary license to enter the License Area and complete the Work. This Agreement does not grant an easement to the Licensee or anyone else or create or confirm any ownership or possessory interest in any portion of the License Area, in the Licensee or anyone else. The Owners reserve the right to use the License Area in any manner whatsoever.

3. Purpose of the License. The sole purpose of the License is to permit Licensee and its employees, contractors, consultants, and agents (collectively, the “Entrants”) to enter upon the License Area to complete the Work.

4. Prior Notice and No Interference with Owners’ Operations Permitted. Licensee will provide at least ten (10) days written notice to Owners prior to entering upon the License Area to conduct Work under this License. Under no circumstances may Licensee block any operation of the Owners or impede or restrict the normal operation of the Owners on the License Area without the prior written consent of the Owners. Any interference with operations of the Owners as determined by the Owners in their sole discretion may result in immediate suspension or termination of this Agreement. If the Owners determine that Licensee’s activities, in whole or in part, unreasonably interfere in any way with the convenient, safe, or continuous use, maintenance, or improvement of the License Area, Licensee will, upon receipt of notice, immediately alleviate the interference at no cost to the Owners.

5. Term. This Agreement will commence upon the Effective Date and, except as otherwise provided in this Agreement, will remain in effect until the earlier of: (a) the expiration date of the City’s Conditional Use Permit (“CUP”) on October 11, 2031, or (b) at such time as the Work has been completed and Licensee has satisfied its obligations under Section 6 (Property Restoration) (the “Term”). **Notwithstanding the foregoing, this Agreement is terminable at will by the Owners, upon written notice to Licensee.**

6. Property Restoration. Licensee will restore the License Area to a condition as good as, or better than, the condition existing prior to the commencement of Work. This Section will survive any termination of this Agreement or revocation of the License.

7. Inspections. All work, materials, and equipment are subject to inspection and approval by the Owners at any time.

8. Information Sharing. Within thirty (30) days after Owners’ request, all information and data obtained by Licensee from the Work will be provided to Owners and Woodard & Curran, Inc./Water Conserv II, either electronically or in writing. In addition, Licensee will provide Owners and Woodard & Curran, Inc./Water Conserv II a written or electronic copy of any and all reports, studies, summaries, analyses, or other such documentation prepared by Licensee or Licensee’s consultants/contractors, that incorporate any information or data obtained by Licensee from the Work.

9. Presence of Abnormal Conditions. In the event Licensee or the Entrants encounter any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants, Licensee must immediately cease all work within the License Area and immediately contact the Owners. Abnormal conditions may include, but are not limited to, discolored earth or groundwater, visible fumes or smoke, abnormal odors, excessively hot soil or water, tanks or barrels, or other conditions which appear abnormal. The Owners will notify Licensee of any suspension or revocation of the License to allow for contamination assessment and remediation. The suspension or revocation will remain in effect until otherwise notified by the Owners.

10. Regulatory Compliance. Licensee will ensure that the Work is performed in compliance with all applicable laws, rules and regulations, and will obtain all permits necessary for the conduct of the Work. Licensee will locate utilities on the License Area prior to any invasive work on the License Area.

11. Indemnification. To the extent provided by law, Licensee agrees to indemnify, defend, and hold harmless the Owners from and against any and all claims, suits, actions, causes of action, damages, liabilities, injuries, judgments, fines, attorneys' and other professionals' fees, penalties, losses, costs, or expenses ("**Claim**") arising from Licensee's use of the License Area or from the exercise by Licensee of any rights granted by this Agreement, provided that Licensee has no obligation to indemnify or hold harmless the Owners against that portion of any Claim to the extent caused by or resulting from the negligence of the Owners. Nothing herein will be construed to waive the Owners' sovereign immunity protections or the limitations of liability established under Florida law, including those limitations established in Section 768.28, Florida Statutes. This Section will survive any termination of this Agreement or revocation of the License.

12. Insurance. During the term of this Agreement, Licensee will maintain, and will ensure that the Entrants performing Work on the License Area maintain, general liability and automobile insurance with limits of not less than \$1,000,000 per occurrence and workers' compensation insurance or self-insurance as required by Florida Statutes chapter 440. All such insurance or self-insurance must be primary to, and not contribute with, any insurance or self-insurance maintained by the Owners. The Owners must be listed as an additional insured on all such insurance policies except for workers' compensation coverage. Licensee must provide the Owners with notice of any material change, cancellation, or non-renewal of any insurance policy required by this Section at least 30 days prior to the occurrence thereof.

13. No Liens. Licensee must keep the License Area free and clear of all liens and encumbrances arising from the exercise by Licensee of its rights under this Agreement.

14. Limitation of Liability. The Owners make no representations about the condition of the License Area. This Agreement is conditioned upon Licensee's use of the License Area "AS IS" and "WITH ALL FAULTS." Licensee and the Entrants will enter upon the License Area at their own risk, and the Owners will not be held responsible or liable for injury, damage, or loss incurred by Licensee or any Entrants arising out of or in connection with activities under this Agreement.

15. No Partnership. Nothing contained in this Agreement will be deemed or construed by the Parties or by any third party to create the relationship of principal and agent, or of partnership, or joint venture, or of any other association between the Owners and Licensee.

16. Notices. Any notice, request, direction, instruction, payment, or other communication required or permitted to be made or given by any Party must be in writing and sent to the addresses set forth below or to such other address as the recipient may designate in writing to all Parties and must be (i) delivered in person, (ii) sent registered or certified mail, return receipt requested, or (iii) sent Federal Express, USPS Express Mail, UPS or other overnight delivery service with delivery confirmation.

<u>If to the County:</u>	Director, Utilities Department 9150 Curry Ford Road Orlando, FL 32825-7600
with a copy to:	Manager, Real Estate Management 400 E. South Street, 5th Floor Orlando, FL 32802-2816
	Project Manager/Principal Woodard & Curran, Inc./Water Conserv II PO Box 783125 Winter Garden, FL 34778-3125
<u>If to the City:</u>	Manager, Real Estate Management 400 S. Orange Avenue, 7 th Floor Orlando, FL 32801-3317
with a copy to:	Public Works Director 400 S. Orange Avenue, 8 th Floor Orlando, FL 32801-3317
<u>If to Licensee:</u>	City Manager 685 W. Montrose Street Clermont, FL 34711-2119
With a copy to:	Public Services Director 400 12 th Street Clermont, FL 34711-2018

17. Attorneys' Fees. The Parties agree that each Party will bear the cost of its own attorney fees, paralegal fees, professional fees, and other incidental costs incurred for any action arising out of or in connection with this Agreement.

18. Enforcement. If any Party fails to perform or breaches any obligation, requirement, duty, or covenant contained in this Agreement, the non-defaulting Parties will have the right, at their option, in addition to any of its other rights, privileges, or remedies otherwise stated elsewhere in this Agreement, to bring an action for specific performance in a court of competent jurisdiction. The failure to enforce any other terms or provisions of this Agreement, however long continued, will in no event be deemed a waiver of the right to enforce the same

thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto. The Parties waive their right to a jury trial for any dispute or legal action resulting from or associated with this Agreement.

19. Applicable Law. This Agreement will be governed by and construed under and in accordance with the laws of the State of Florida. The Parties consent and agree that Orange County, Florida, will be the exclusive, proper and convenient venue for any legal proceeding in federal or state court relating to this Agreement, and each Party hereby waives any defense, whether asserted by motion or pleading, that Orange County is an improper or inconvenient venue.

20. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to Licensee's access to the License Area and supersedes all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Agreement.

21. Amendments. This Agreement may not be modified or amended in any respect except by written agreement entered into by the Parties in the same a manner as this Agreement.

22. Authority. Each Party to this Agreement warrants and represents that such Party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative.

23. Third Party Beneficiary. There are no intended or unintended third-party beneficiaries of this Agreement.

24. Assignment. Licensee may not assign or transfer any interests, rights, or duties under this Agreement to any other party without the prior written consent of the Owners.

**[REMAINDER OF PAGE LEFT BLANK;
SIGNATURES APPEAR ON FOLLOWING PAGES]**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year written below their signatures.

ORANGE COUNTY, FLORIDA,
a charter county and political subdivision of
the State of Florida

By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Print: _____

CITY OF ORLANDO, FLORIDA,
a municipal corporation

Laurie J. Botts
Real Estate Division Manager

Date

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF ORLANDO, FLORIDA:

Assistant City Attorney

Print Name

CITY OF CLERMONT,

a municipal corporation organized and
existing under the laws of the State of
Florida

Attest:

Tracy Ackroyd, City Clerk

Tim Murry, Mayor
This _____ day of _____, 2022

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit A





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, December 13, 2022		
Agenda Item Name		
Contract Amendment		
Requested Action		
Requesting approval of amendments to contracts that have exceeded or may exceed \$50,000 on an annual basis.		
Staff Report		
The following term contracts were initially estimated to have an annual expenditure of less than \$49,999 and therefore did not require City Council approval at the time they were executed. The contracts listed below have exceeded or may potentially exceed the \$50,000 annual threshold requiring City Council approval. As per the Purchasing Policy, "The City Manager or designee may approve and execute a contract not exceeding \$49,999 per year. Any contract exceeding \$49,999 on a multi-year basis shall be awarded by the City Council. This includes, but is not limited to, service or maintenance agreements, awards on proposals, competitively negotiated agreements, and consultant agreements." • Contract number 2017-113 is titled Public Safety Equipment and Installation Services with Public Safety USA to retrofit police vehicles. • Contract number 2022-013 is titled Radio System and Services with Motorola Solutions to purchase hand held emergency radios for police and fire and public services including the annual maintenance contract. • Contract number 2022-041 is titled On-Call job Order Repair and Maintenance Services with Air Mechanical & Service to provide HVAC repair services. • Contract number 2022-042 is titled On-Call job Order Repair and Maintenance Services with Mello Electric for electrical services. • Contract number 2022-043 is titled On-Call job Order Repair and Maintenance Services with Westbrook Service for electrical, plumbing and HVAC services. • Contract number 2022-044 is titled On-Call job Order Repair and Maintenance Services with Derelle for painting, roof repair and dry wall, window repair/replacement, door repair/replacement and minor concrete repair. • Contract number 2022-056 is titled On-Call job Order Repair and Maintenance Services with Base 3 LLC, DBA Gibson Electric for electrical services. • Contract number 2022-103 is titled On-Call job Order Repair and Maintenance Services with Advance Electric for electrical services.		
Additional Analysis		
Fiscal Impact Summary		
There is no additional fiscal impact. Funding will be determined by the respective department and is included in the current fiscal year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFB 17-043	RFB 17-043.pdf	

2.	2017-113 Exhibit A	2017-113 Exhibit A.pdf
3.	2022-013.	2022-013..pdf
4.	RFB 22-020	RFB 22-020.pdf
5.	2022-041 Exhibit A	2022-041 Exhibit A.pdf
6.	2022-042 Exhibit A	2022-042 Exhibit A.pdf
7.	2022-043 Exhibit A	2022-043 Exhibit A.pdf
8.	2022-044 Exhibit A	2022-044 Exhibit A.pdf
9.	2022-056 Exhibit A	2022-056 Exhibit A.pdf
10.	2022-103 Exhibit A	2022-103 Exhibit A.pdf



REQUEST FOR BID

Public Safety Vehicle Equipment and Installation Services

CONTACT INFORMATION:

Freddy Suarez, MPA, CPPB

Purchasing Director

EMAIL: fsuarez@clermontfl.org

Phone: (352) 241-7350

RFB No. **17-043**

ISSUED DATE: *June 29, 2017*

RESPONSE DUE DATE: **July 27, 2017 at 2:00 P.M. (EST)**

PRE-BID CONFERENCE: **Not Applicable**

DEADLINE FOR WRITTEN QUESTIONS: **July 19, 2017**
at **3:00 P.M.** and must be submitted through BidSync.

SOLICITATION RESPONSE: Sealed responses will be received until the response due date specified above or as otherwise amended. No late responses will be accepted.

Responses may be submitted electronically through www.bidsync.com or may be delivered to:
City of Clermont Purchasing Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

OFFER PERIOD: All responses shall remain firm for a period of **Ninety (90)** calendar days from the response due date specified above or as otherwise amended.

The following documents, if indicated below, must be completed and submitted with response.

	SECTION A Response Procedures		SECTION B Statement of Work	X	SECTION C Price Schedule
	SECTION D Evaluation Process		SECTION E Terms and Conditions	X	SECTION F Conflict of Interest
X	SECTION G Drug-Free Workplace	X	SECTION H Public Entity Crimes	X	SECTION I Supplemental Questionnaire
X	SECTION J Work References		SECTION K Intentionally Omitted		SECTION L Intentionally Omitted
	SECTION M Intentionally Omitted		SECTION N Intentionally Omitted		SECTION O Intentionally Omitted

COMPANY NAME:

PHONE:

MAILING ADDRESS:

NAME OF AUTHORIZED REPRESENTATIVE:

SECTION – A RESPONSE PROCEDURES

1 – PURPOSE

The purpose of this solicitation is to receive responses from qualified respondents to furnish and install specialized equipment for public safety vehicles in accordance with the terms, conditions, and specifications contained herein.

The City of Clermont uses BidSync, a central notification system which provides bid notification services to interested vendors. BidSync allows for vendors to register online and receive notification of new solicitations, addendum and awards. There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Vendors with internet access should review the registration options at the following website: www.bidsync.com. If no internet access is available, please contact BidSync vendor support group at 800-990-9339.

2 – PRE-BID CONFERENCE

Not applicable to this solicitation.

3 – QUESTIONS DEADLINE

To ensure that all prospective respondents have accurately and completely understood the requirements, the City of Clermont – Purchasing Department will accept written questions up until 3:00 P.M. on Wednesday, July 19, 2017. Verbal inquiries will not be accepted and potential respondents are instructed to only seek additional information or clarification or to communicate in writing with the Purchasing Director.

The City of Clermont requires **all** questions relating to this solicitation be entered through the “**Create New Question**” option available on the BidSync website. Responses to questions will be provided online at www.bidsync.com.

- **ALL QUESTIONS MUST BE SUBMITTED PRIOR TO THE DEADLINE.**
- **QUESTIONS WILL NOT BE ANSWERED VIA TELEPHONE OR FAX.**

4 – SUBMISSION OF RESPONSE

(a) Electronic Responses

Electronic responses may be received through a secure mailbox at BidSync.com until the date and time as indicated in this solicitation. All responses will be recorded publicly at the date, place, and time specified in this solicitation. It is the sole responsibility of the respondent to ensure its bid reaches BidSync prior the due date as indicated in this document.

SECTION – A RESPONSE PROCEDURES

(b) Uploading Electronic Documents

Once the 'Place Offer' button has been selected in BidSync, a screen will appear allowing the vendor to enter their response information. There will be an 'Upload New' link next to the 'Attachments' heading on this page. To upload the attachment, select the 'Upload New' link. In the new window that will appear, select the 'Browse' button, locate the desired document on hard drive, highlight the document, and select 'Open'. In the pop-up 'Upload Attachment' window, the document heading will be shown. Select the 'Submit' button to save the uploaded document. The screen will then refresh and the document heading will be shown next to the 'Attachments' heading on the 'Submit Offer' page. Once all information is uploaded, ensure the 'Submit Offer' option at the bottom of the page is selected. A confirmation page will appear, and a password will have to be entered to confirm information entered on previous page.

(c) Hardcopy Responses:

Respondents submitting a hardcopy must provide one (1) original response. Responses must be completed in pen (preferably in blue ink) or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above and initial. Any illegible entries, penciled or corrections not initialed, will not be tabulated. Responses must be signed in ink or it will not be considered for award.

5 – DELIVERY OF RESPONSE

All hardcopy responses must be received in a sealed envelope or box with the solicitation number, title and company name clearly marked:

“SOLICITATION NUMBER, SOLICITATION TITLE AND COMPANY NAME”

Responses will not be accepted by facsimile transmission or electronic mail. Responses submitted early may be withdrawn prior to the deadline by the responder. All responses must remain valid for at least ninety (90) calendar days, and will remain the property of the City.

It is the sole responsibility of the respondent to ensure the timely delivery of the response. The City will not be responsible for the failure of service on the part of the U.S. Postal Service, courier companies, or any other form of delivery chosen by the respondent.

All documents must be delivered or mailed to the following location prior to **2:00 P.M. (EST) on Thursday, July 27, 2017.**

SECTION – A
RESPONSE PROCEDURES

City of Clermont Purchasing Department P.O. Box 120219 Clermont, FL 34712-0219	City of Clermont Purchasing Department 685 W. Montrose Street Clermont, FL 34711-2119
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6 – SOLICITATION DEADLINE

Responses will be publicly opened and read in Conference Room 232, 2nd Floor, by the Purchasing Department, 685 W. Montrose Street, Clermont on Thursday, July 27, 2017 at 2:00 P.M. (EST).

7 – RESPONSE INFORMATION AS PUBLIC DOCUMENTS

Any and all materials initially submitted or subsequently submitted as part of this solicitation process shall become property of the City and shall be treated as City documents subject to typical practice and/or applicable laws for public records. Otherwise, the City will not distinguish or treat any material received as confidential, proprietary, and/or a trade secret, unless specifically designated as such by the respondent. Furthermore, by submitting a response, the respondent agrees to hold the City harmless for any public use or dissemination of all information submitted through this process.

8 – TIMETABLE

The following dates are set forth for information and planning purposes; however the City reserves the right to change the dates as needed. Respondents are advised to closely monitor any potential date changes through the City's web based partner BidSync at www.bidsync.com. (Please note that there is no charge or fee involved for respondents to register and utilize BidSync).

Task	Date
Solicitation issue date	June 29, 2017
Newspaper advertisement	July 3, 2017
Pre-bid conference	Not Applicable
Questions deadline	July 19, 2017 at 3:00 P.M.
Release of addenda	T.B.D.
Response due date	July 27, 2017 at 2:00 P.M. (EST)

SECTION – A RESPONSE PROCEDURES

9 – RESTRICTION OF COMMUNICATION

Respondents are strongly cautioned that inappropriate efforts to lobby or influence individuals or organizations involved in this selection process may result in dismissal from further consideration.

10 – RESERVATION OF RIGHTS TO THE CITY

The issuance of this solicitation and the acceptance of responses do not constitute an agreement by the City that it will enter into a contract with a respondent for this project.

The City reserves the right to extend the response due date, request additional information from any and all respondents, reject any and all responses, cancel the project, and/or re-advertise the solicitation. The City reserves the right to disqualify any respondent at the sole discretion of the City.

By submitting a response and subsequent information, the respondents waive the right to object to the exercise of the City's right to disqualify a respondent and/or a response, either now or in the future.

11 – RESPONSE EXPENSES

All costs associated with the preparation to this response shall be the sole responsibility of the respondent, including but not limited to document preparation, and any and all travel expenses.

12 – INSURANCE REQUIREMENTS

The selected respondent(s) shall be required to provide proof of insurance within five (5) business days of request, in the amounts indicated below.

All suppliers performing work on City property or public right-of-way shall provide the City a certificate of insurance evidencing the coverage and coverage provisions identified herein. Respondents shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion may require a certified copy of the policy.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

SECTION – A
RESPONSE PROCEDURES

XX	1. General Liability with limits of liability \$1,000,000 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. Contractual Liability and Contractual Indemnity (Hold harmless endorsement as written in Section-E, Terms and Conditions, No. 35).	
XX	2. Automobile Liability - \$1,000,000 each occurrence – owned/non-owned/hired automobiles included.	
XX	3. Workers' Compensation and Employer's Liability per the statutory limits of the State of Florida (\$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease).	
	4. Excess Liability - \$_____. 00 per occurrence to follow the primary coverage.	
XX	5. The City of Clermont must be named as an Additional Insured with regards to General Liability policies; and it must be stated on the certificate.	
XX	6. Other insurance as indicated:	
	☒ Garagekeepers Liability	\$ 500,000 .00
	☐ Liquor Liability	\$ _____ .00
	☐ Fire Legal Liability	\$ _____ .00
	☐ Protection and Indemnity	\$ _____ .00
	☐ Employee dishonesty Bond	\$ _____ .00
	☐ Professional Liability	_____ .00
	☐ Other	\$ _____ .00
XX	7. Thirty (30) days written cancellation notice required.	
XX	8. Best's guide rating B+:VI or better, latest edition or as otherwise acceptable to the City.	
XX	9. The certificate must state the solicitation number and title.	

13 – CONTRACT PERIOD

This contract shall commence on the first calendar day of the month succeeding approval of the contract by City Council or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the City's Purchasing Department; and shall be contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

SECTION – A

RESPONSE PROCEDURES

Estimated quantities, if stated, are for respondent guidance only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous needs. Said estimated quantities may be used by the City for the purpose of evaluating the low response meeting the specifications.

14 – OPTION TO RENEW

Prior to, or upon completion, of the initial term of this contract, the City shall have the option to renew this contract for five (5) additional twelve (12) month period(s). Prior to completion of each exercised contract term, the City may consider an adjustment to price based on changes on the U.S. Bureau of Statistics, Consumer Price Index (CPI) for the most recent twelve (12) month period (see http://www.bls.gov/cpi/cpi_dr.htm Current Edition). It is the contractor's responsibility to request in writing any price adjustment under this provision. The contractor's written request for adjustment should be submitted sixty (60) days prior to the anniversary date of the contract. The contractor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant price index change. If no adjustment request is received from the contractor, the City will assume that the contractor has agreed that the optional term may be exercised without price adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The City reserves the right to reject any written price adjustments submitted by the contractor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

15 – SITE VISIT

It will be the sole responsibility of the prospective respondent to inspect the City's location(s) prior to submitting a response. Submission of a response will be considered evidence that the respondent is familiar with the existing site conditions, the nature and extent of the work, equipment, materials, and labor required to accomplish the work. No variation in price or conditions shall be permitted based on lack of knowledge of these conditions.

16 – PERMITS AND REGULATIONS

The respondent shall obtain and pay for all licenses, permits and inspection fees required for this project. Respondent shall comply with all laws, ordinances, regulations, and building code requirements applicable to the work contemplated herein.

SECTION – A RESPONSE PROCEDURES

17 – TIE RESPONSES

Should there be a tie between one or more respondents, the tie may be broken and the successful respondent selected by the following criteria presented in order of importance, as determined by the Purchasing Director, shall be awarded the contract or purchase:

- (1) Quality of the items or services provided if such quality is ascertainable.
- (2) Delivery time if provided in the response by the respondents.
- (3) Preference of businesses with drug-free workplace programs as defined in Section 287.087, Florida Statutes.
- (4) The vendor closest to the City of Clermont City Hall located at 685 Montrose Street, as determined by the Purchasing Director.
- (5) If items 1-4 are not applicable, the award will be decided by flipping a coin.

18 – WARRANTY

Respondent shall perform all work in strict accordance with the statement of work in a safe, careful manner and agrees to adhere to the secure facility rules. The respondent warrants that all work shall be free from defects and shall conform as to kind, quality, function, and characteristics of material and workmanship. Warranty period shall be no less than one (1) year from the date of final acceptance of the work by the City. Successful respondent agrees to promptly correct all defects in the work, which develop within a period of one (1) year from the date of final acceptance of the work. Manufacturer's warranty is in addition to this warranty and shall not be construed to replace or circumvent the warranty expressed in this clause. The term "defects" includes defects, deficiencies, faults, or imperfections in the work as determined by the City. Manufacture warranty for sprinklers system will be included. Parts and labor warranty period.

19 – APPROVED EQUAL

When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. The respondent may offer any brand which meets or exceeds the specifications for any item(s). In such cases, the City will be receptive to any unit that would be considered by a qualified City personnel as an approved equal. In that, the specified make and model represent a level of quality and features desired by the City. The respondent must state clearly in the response any variance from those specifications. It is the responsibility of the respondent to provide adequate information, in the response, to enable the City to ensure that the response meets the required criteria. If adequate information is not submitted with the response, it

SECTION – A
RESPONSE PROCEDURES

may be rejected. The City will be the sole judge in determining if the item qualifies as an approved equal.

END OF SECTION – A

SECTION – B
STATEMENT OF WORK

The intent of this solicitation is to obtain a successful contractor to provide the City of Clermont with timely installation of specialized equipment for public safety vehicles as specified herein.

The current location for the pick-up of police vehicles is 865 W. Montrose Street, Clermont, FL. The location is accessible from Monday through Friday from 9:00 A.M. to 4:00 P.M. The City reserves the right to change the location and operating times with advance notice to the successful contractor.

The current location for the pick-up of fire rescue vehicles is Fire Station #1, 439 W. Hwy. 50, Clermont, FL. The location is accessible from Monday through Friday from 9:00 A.M. to 4:00 P.M. The City reserves the right to change the location and operating times with advance notice to the successful contractor.

While in contractor's care, control and custody, the successful contractor is responsible for all vehicles under this contract including pick-up, delivery, interim transport, and storage of said vehicles and equipment. The successful contractor must ensure that only safe, reliable and properly licensed and insured drivers retrieve and deliver City vehicles. Contractor is responsible for maintaining the appropriate insurance coverage for all activities involving contractor and its drivers and their contact with or storage of City vehicles and equipment in fulfilling its obligations of the contract.

In any instance that the contractor transports a marked police vehicle, the contractor will ensure that the vehicle is clearly marked "OUT OF SERVICE". The vehicle must be marked as such during any and all times that the contractor has possession of said vehicle on any public roadway.

Upon completion of equipment installation by the contractor and subsequent return of the vehicle for inspection by authorized City staff, the contractor will be required to deliver to the City of Clermont Police Department or Fire Department, the vehicle keys and a completed invoice for said vehicle. Authorized City staff shall have the right to inspect the vehicle or services performed before accepting them.

The contractor shall provide a detailed description of the facility or service center. A description shall be included of the location and its conformance to the requirements herein, as well as address, phone number, repair shop and parts room size (square footage of each), number of repair bays, details of major repair and diagnostic equipment, size of parking area, size of secure storage area and the type and number of full-time employees at this location. Contractor must include a detailed description of specific experience and qualifications of the shop employees relevant to the services stated in this solicitation.

SECTION – B
STATEMENT OF WORK

Installation of equipment on new vehicles shall be completed within forty-five (45) calendar days of receipt equipment from manufacturer and receipt of vehicle from the City of Clermont Police Department or Fire Department.

Each calendar day that exceeds the required performance standard of repairs or installations shall result in a daily fee of \$50.00 per vehicle, assessed against the contractor and deducted from the final invoice. Exceptions to assessing the fee may be entertained beyond the contractor's control during but not limited to acts of God, fire, war, strike, etc. Evaluating justification for waiving said fee for such cause is at the sole discretion of the City of Clermont Police Chief and Fire Chief.

The following describes multiple police emergency equipment items that shall be installed on each public safety vehicle. All equipment will be furnished by the contractor. All wiring, fuses, connectors, and needed hardware will be furnished by the contractor.

MARKED PATROL VEHICLE EQUIPMENT		
Quantity	Item Code	Description
1 / each	LGD45Z-2633892	(Federal Signal) Legend lightbar, 45", Low-profile, Linear-shaped. Red/Blue with Takedowns, Alleys. Lens is clear unless specified.
1 / each	SS2000SM-SD	(Federal Signal) SmartSiren, Light Controller 100/200W
1 / each	ES100	(Federal Signal) ES100 Speaker 100Watt.
1 / each	ESB-TAR11	(Federal Signal) Speaker Bracket for mounting ES100, Ford Taurus.
1 / each	HKB-TAR11	(Federal Signal) Ford Taurus lightbar Hook Kit.
1 / each	329001-4	(Federal Signal) Single Viper Red, Sync.
1 / each	329001-3	(Federal Signal) Single Viper Blue, Sync.
2 / each	ST-DMR	(Signal Tech) LED Hide Away, Dome, Red.
2 / each	ST-DM6BB	(Signal Tech) LED Hide Away, Dome, Blue.
1 / each	GARMIN GPS 18	Garmin GPS 18 USB 010-00321-51
1 / each	CC-PI-L-18	(Troy Product) Center console designed to accommodate a variety of equipment while creating more hip room for the officer and equipment. (Need to determine Faceplates, Included)
1 / each	AC-FDPIMNT	(Troy Products) Slotted, heavy-duty floor mount for center console for added strength and adjustment of console and accessories. (Included with Console)
1 / each	AC-ARMMNT-58	(Troy Products) Height adjustable, low profile arm rest, bolts to console, includes a 5"X8" pad.
1 / each	FP-AP12-3	(Troy Products) DC Outlet Faceplate 3-holes. (Included with Console)

SECTION – B
STATEMENT OF WORK

3 / each	RAM-VC-CIG1FU	12V Accessory Outlet
1 / each	CM-PI-H-SL-HAV	(Troy Products) Passenger seat mount computer mount designed not to intrude on passenger side floor space. Will accommodate a Havis UTX laptop tray. Includes Troy's unique slide-arm feature.
1 / each	CM-LT-1300	(Troy Products) Laptop Tray
1 / each	AC-INBGH	(Troy Products) Dual external beverage cup holder.
1 / each	CG-X	ChargeGuard Select
1 / each	SM-US-SS-TROY6	(Troy Products) Space-maker, stash-n-stow, officer-safe prisoner partition with sliding window and square-hole center screen to prevent crawl-through. Unique TROY design allows full driver's side seat travel and full airbag deployment while maintaining rigid upper wing panels for increased officer safety.
1 / each	2-SAB-FDPI	(Troy Products) Side-curtain airbag compatible mounting kit.
1 / each	KP-SM-FDPIBF-SS	(Troy Products) Three-piece lower kick panel with foot compartments to increase back-seat foot space for the detainee.
1 / each	PI02	Ford PI Seat with OS belt.
1 / each	475-0051	(Jotto) Dual Gun Rack

MARKED / UNMARKED TRUCK EQUIPMENT

Quantity	Item Code	Description
1 / each	SIFZS-3104039	Spectralux ILS Low Profile- Multi-Vehicle Driver: Red with Takedown, Passenger: Blue with Takedown.(Front Windshield).
1 / each	650003	(Federal Signal) 650 Series Hand Held Siren, Microphone push-button controlled, AS-422/6S,100W 12VDC.
1 / each	ES100C	(Federal Signal) ES100 Speaker 100Watt.
1 / each	ESB-U	(Federal Signal) ES100 Universal Bracket
2 / each	MPS650-RB	(Federal Signal) Micropulse 6 LED Hood\Grille Mount Red/Blue (Grille)
1 / each	11.1005	Flasher Module (Headlights)
1 / each	SL8F-RB	(Federal Signal) Latitude 8 Head (4) Red, (4) Blue, R-R-R-R-B-B-B-B.
1 / each	SLB-002	(Federal Signal) Short L- Bracket, CN SignalMaster or Latitude.
2 / each	MPS650-RB	(Federal Signal) Micropulse 6 LED Hood\Grille Mount Red/Blue (Side Windows)
1 / each	1301-0039	(Raptor) 14-16 SILVERADO CREW CAB 7IN SS SSR BOARDS

SECTION – B
STATEMENT OF WORK

4 / each	MPS600U-BR	(Federal Signal) Micropulse Ultra 6-LED lighthouse, Blue/Red (Running Board Lights)
4 / each	ST-DMR	(Signal Tech) LED Hide Away, Dome, Red (Tailight)
2 / each	ST-DM6BB	(Signal Tech) LED Hide Away, Dome, Blue (Reverse Lights)
2 / each	MPS600U-BR	(Federal Signal) Micropulse Ultra 6-LED lighthouse, Blue/Red (Rear Tailgate Area)
1 / each	PS-GCA100	GCA Series, Manual Reset, Type III 100Amp Circuit Breaker
1 / each	307-01	(Tuffy Security Products) Silverado Crew Cab Under Rear Seat Lockbox with (3) upgrade 3-Digit Combination Locks
1 / each	WINDOWTINT	Window Tint, 35% (2) Front Windows and 35% (1) Front Strip to the AS-1 Line

ADMINISTRATIVE VEHICLE EQUIPMENT		
Quantity	Item Code	Description
1 / each	SIFZS-3104039	Spectralux ILS Low Profile- Multi-Vehicle Driver: Red with Takedown, Passenger: Blue with Takedown.(Front Windshield).
1 / each	650003	(Federal Signal) 650 Series Hand Held Siren, Microphone push-button controlled, AS-422/6S,100W 12VDC.
1 / each	ES100C	(Federal Signal) ES100 Speaker 100Watt.
1 / each	ESB-TAR11	(Federal Signal) Speaker Bracket for mounting ES100 on 2011 Ford Taurus.
1 / each	SL8F-RB	(Federal Signal) Latitude 8 Head (4) Red, (4) Blue, R-R-R-R-B-B-B-B.
2 / each	MPS650-RB	(Federal Signal) Micropulse 6 LED Hood\Grille Mount Red/Blue (Side Windows)
1 / each	ST-DMR	(Signal Tech) LED Hide Away, Dome, Red (Headlight)
1 / each	ST-DM6BB	(Signal Tech) LED Hide Away, Dome, Blue (Headlight)
1 / each	11.1005STT.BTL	LED Flasher Module. (Tail Lights)
1 / each	PS-GCA100	GCA Series, Manual Reset, Type III 100Amp Circuit Breaker
1 / each	WINDOWTINT	Window Tint, 35% (4) Side Windows, 35% (1) Rear Windows and 35% (1) Front Strip to the AS-1 Line

SECTION – B
STATEMENT OF WORK

UTILITY VEHICLE EQUIPMENT		
Quantity	Item Code	Description
1 / each	SILSS-2646169	(Federal Signal) Ford Utility ILS, Red Driver, Blue Passenger with White Takedowns
1 / each	SS2000SM-SD	(Federal Signal) SmartSiren, Light Controller 100/200W
1 / each	ES100	(Federal Signal) ES100 Speaker 100Watt.
1 / each	ESB-TAR11	(Federal Signal) Speaker Bracket for mounting ES100, Ford.
1 / each	ST-DMR	(Signal Tech) LED Hide Away, Dome, Red. (Headlight)
3 / each	ST-DM6BB	(Signal Tech) LED Hide Away, Dome, Blue. (Headlight & Reverse)
1 / each	IPX-GRL6	(Federal Signal) Pair of grille brackets with hardware, Ford Police Interceptor Utility, 2013-15
2 / each	MPS600-RB	(Federal Signal) Micropulse 6-LED lighthead, Red/Blue (Grille)
6 / each	MPSM6-LB	(Federal Signal) Micropulse 6-LED lighthead, Red/Blue (Side Runner)
6 / each	MPS600-RB	(Federal Signal) Micropulse 6-LED lighthead, Red/Blue (Side Runner)
2 / each	MPS600U-BR	(Federal Signal) Micropulse Ultra 6-LED lighthead, Blue/Red (Hatch)
2 / each	MPS650-RB	(Federal Signal) Micropulse 6-LED lighthead, Red/Blue (Side windows)
2 / each	MPS600U-BB	Micropulse Ultra 6-LED lighthead, Blue/Blue (License Plate)
1 / each	SL6F-RB	(Federal Signal) Latitude 6 Head (3) Red, (3) Blue, R-R-R-B-B-B
1 / each	SLB-002	(Federal Signal) Short L- Bracket, CN SignalMaster or Latitude.
1 / each	11.1005STT.BTL	LED Flasher Module (Tail Light)
1 / each	GARMIN GPS 18	Garmin GPS 18 USB 010-00321-51
1 / each	CC-UV-L-18	(Troy Products) Center console with 12" slope and 6" level section designed to accommodate a variety of equipment while creating more hip room for the officer and equipment
1 / each	AC-FDUV-MNT	(Troy Products) Slotted, heavy-duty floor mount for center console for added strength and adjustment of console and accessories.
1 / each	AC-ARMMNT-58	(Troy Products) Height adjustable, low profile arm rest, bolts to console, includes a 5"X8" pad.
1 / each	FP-AP12-3	(Troy Products) DC Outlet Faceplate 3-holes. (Included with Console)
3 / each	RAM-VC-CIG1FU	12V Accessory Outlet

SECTION – B
STATEMENT OF WORK

1 / each	CM-PSUV-SL-H	(Troy Products) Passenger-seat computer mount. Accommodates a TROY or Havis UT laptop tray. (Includes TROY's unique slide-arm feature.)
1 / each	CM-LT-1300	(Troy Products) Laptop Tray
1 / each	AC-INBGH	(Troy Products) Dual external beverage cup holder.
1 / each	CP-UV-CARGO	(Troy Products) designed to replace OEM tire cover. Cargo mount includes two (2) gas springs to allow easy access to the spare tire. Bolts to existing OEM holes for ease of installation
1 / each	CP-GB402212-TL	(Troy Products) 40"Wx22"Lx12"H weapon box with two (2) draw-tight lockable latches.
1 / each	CG-X	ChargeGuard Select
1 / each	WINDOWTINT	35% Window Film to both front windows

Contractor shall include with price the cost for miscellaneous items such as wire, connectors, wire looms, fuses, fuse holders, fuse block, relays, breakers, fasteners, brackets, fixtures, tie wraps, insulation, etc., needed to complete installation of all listed items.

All labor shall be done with color coded wiring to meet FMVSS standards for all listed items above.

END OF SECTION – B

SECTION – C
PRICE SCHEDULE

NOTE: The quantities shown in the Price Schedule are estimates only. They may vary significantly from the actual quantities ordered by the City. Payment shall be for the units ordered, placed, and accepted by the City. By signing this form, the respondent fully acknowledges that there will be no additional compensation (no overhead, no anticipated profits, etc.) other than the unit price of the items times the number of items authorized, ordered, placed, and accepted by the City.

GROUP 1 – MARKED PATROL VEHICLE EQUIPMENT				
L.N.	Description	Item / Unit	Unit Price	Extended Price
1.1	LGD45Z-2633892 (Federal Signal) Legend lightbar, 45", Low-profile, Linear-shaped. Red/Blue with Takedowns, Alleys. Lens is clear unless specified.	1 / each		
1.2	SS2000SM-SD (Federal Signal) SmartSiren, Light Controller 100/200W	1 / each		
1.3	ES100 (Federal Signal) ES100 Speaker 100Watt.	1 / each		
1.4	ESB-TAR11 (Federal Signal) Speaker Bracket for mounting ES100, Ford Taurus.	1 / each		
1.5	HKB-TAR11 (Federal Signal) Ford Taurus lightbar Hook Kit.	1 / each		
1.6	329001-4 (Federal Signal) Single Viper Red, Sync.	1 / each		
1.7	329001-3 (Federal Signal) Single Viper Blue, Sync.	1 / each		
1.8	ST-DMR (Signal Tech) LED Hide Away, Dome, Red.	2 / each		
1.9	ST-DM6BB (Signal Tech) LED Hide Away, Dome, Blue.	2 / each		
1.10	GARMIN GPS 18 USB 010-00321-51	1 / each		
1.11	CC-PI-L-18 (Troy Product) Center console designed to accommodate a variety of equipment while creating more hip room for the officer and equipment. (Need to determine Faceplates, Included)	1 / each		
1.12	AC-FDPIMNT (Troy Products) Slotted, heavy-duty floor mount for center console for added strength and adjustment of	1 / each		

SECTION – C
PRICE SCHEDULE

	console and accessories. (Included with Console)			
1.13	AC-ARMMNT-58 (Troy Products) Height adjustable, low profile arm rest, bolts to console, includes a 5"X8" pad.	1 / each		
1.14	FP-AP12-3 (Troy Products) DC Outlet Faceplate 3-holes. (Included with Console)	1 / each		
1.15	RAM-VC-CIG1FU 12V Accessory Outlet	3 / each		
1.16	CM-PI-H-SL-HAV (Troy Products) Passenger seat mount computer mount designed not to intrude on passenger side floor space. Will accommodate a Havis UTX laptop tray. Includes Troy's unique slide-arm feature.	1 / each		
1.17	CM-LT-1300 (Troy Products) Laptop Tray	1 / each		
1.18	AC-INBGH (Troy Products) Dual external beverage cup holder.	1 / each		
1.19	CG-XChargeGuard Select	1 / each		
1.20	SM-US-SS-TROY6 (Troy Products) Space-maker, stash-n-stow, officer-safe prisoner partition with sliding window and square-hole center screen to prevent crawl-through. Unique TROY design allows full driver's side seat travel and full airbag deployment while maintaining rigid upper wing panels for increased officer safety.	1 / each		
1.21	2-SAB-FDPI (Troy Products) Side-curtain airbag compatible mounting kit.	1 / each		
1.22	KP-SM-FDPIBF-SS (Troy Products) Three-piece lower kick panel with foot compartments to increase back-seat foot space for the detainee.	1 / each		
1.23	PI02 Ford PI Seat with OS belt.	1 / each		
1.24	475-0051 (Jotto) Dual Gun Rack	1 / each		
1.25	Shipping Cost	1 / each		
1.26	Installation	1 / each		
Group 1 Subtotal Price				

SECTION – C
PRICE SCHEDULE

GROUP 2 – MARKED / UNMARKED TRUCK EQUIPMENT				
L.N.	Description	Item / Unit	Unit Price	Extended Price
2.1	SIFZS-3104039 Spectralux ILS Low Profile-Multi-Vehicle Driver: Red with Takedown, Passenger: Blue with Takedown.(Front Windshield).	1 / each		
2.2	650003 (Federal Signal) 650 Series Hand Held Siren, Microphone push-button controlled, AS-422/6S,100W 12VDC.	1 / each		
2.3	ES100C (Federal Signal) ES100 Speaker 100Watt.	1 / each		
2.4	ESB-U (Federal Signal) ES100 Universal Bracket	1 / each		
2.5	MPS650-RB (Federal Signal) Micropulse 6 LED Hood\Grille Mount Red/Blue (Grille)	2 / each		
2.6	11.1005 Flasher Module (Headlights)	1 / each		
2.7	SL8F-RB (Federal Signal) Latitude 8 Head (4) Red, (4) Blue, R-R-R-R-B-B-B-B.	1 / each		
2.8	SLB-002 (Federal Signal) Short L- Bracket, CN SignalMaster or Latitude.	1 / each		
2.9	MPS650-RB (Federal Signal) Micropulse 6 LED Hood\Grille Mount Red/Blue (Side Windows)	2 / each		
2.10	1301-0039 (Raptor) 14-16 SILVERADO CREW CAB 7IN SS SSR BOARDS	1 / each		
2.11	MPS600U-BR (Federal Signal) Micropulse Ultra 6-LED lighthouse, Blue/Red (Running Board Lights)	4 / each		
2.12	ST-DMR (Signal Tech) LED Hide Away, Dome, Red (Taillight)	4 / each		
2.13	ST-DM6BB (Signal Tech) LED Hide Away, Dome, Blue (Reverse Lights)	2 / each		
2.14	MPS600U-BR (Federal Signal) Micropulse Ultra 6-LED lighthouse, Blue/Red (Rear Tailgate Area)	2 / each		
2.15	PS-GCA100 GCA Series, Manual Reset, Type III 100Amp Circuit Breaker	1 / each		

**SECTION – C
PRICE SCHEDULE**

2.16	307-01 (Tuffy Security Products) Silverado Crew Cab Under Rear Seat Lockbox with (3) upgrade 3-Digit Combination Locks	1 / each		
2.17	WINDOWTINT Window Tint, 35% (2) Front Windows and 35% (1) Front Strip to the AS-1 Line	1 / each		
2.18	Shipping Cost	1 / each		
2.19	Installation	1 / each		
Group 2 Subtotal Price				
GROUP 3 – ADMINISTRATIVE VEHICLE EQUIPMENT				
L.N.	Description	Item / Unit	Unit Price	Extended Price
3.1	SIFZS-3104039 Spectralux ILS Low Profile-Multi-Vehicle Driver: Red with Takedown, Passenger: Blue with Takedown.(Front Windshield).	1 / each		
3.2	650003 (Federal Signal) 650 Series Hand Held Siren, Microphone push-button controlled, AS-422/6S,100W 12VDC.	1 / each		
3.3	ES100C (Federal Signal) ES100 Speaker 100Watt.	1 / each		
3.4	ESB-TAR11 (Federal Signal) Speaker Bracket for mounting ES100 on 2011 Ford Taurus.	1 / each		
3.5	SL8F-RB (Federal Signal) Latitude 8 Head (4) Red, (4) Blue, R-R-R-R-B-B-B-B.	1 / each		
3.6	MPS650-RB (Federal Signal) Micropulse 6 LED Hood\Grille Mount Red/Blue (Side Windows)	2 / each		
3.7	ST-DMR (Signal Tech) LED Hide Away, Dome, Red (Headlight)	1 / each		
3.8	ST-DM6BB (Signal Tech) LED Hide Away, Dome, Blue (Headlight)	1 / each		
3.9	11.1005STT.BTL LED Flasher Module. (Tail Lights)	1 / each		
3.10	PS-GCA100 GCA Series, Manual Reset, Type III 100Amp Circuit Breaker	1 / each		

SECTION – C
PRICE SCHEDULE

3.11	WINDOWTINT Window Tint, 35% (4) Side Windows, 35% (1) Rear Windows and 35% (1) Front Strip to the AS-1 Line	1 / each		
3.12	Shipping Cost	1 / each		
3.13	Installation	1 / each		
Group 3 Subtotal Price				
GROUP 4 – UTILITY VEHICLE EQUIPMENT				
L.N.	Description	Item / Unit	Unit Price	Extended Price
4.1	SILSS-2646169 (Federal Signal) Ford Utility ILS, Red Driver, Blue Passenger with White Takedowns	1 / each		
4.2	SS2000SM-SD (Federal Signal) SmartSiren, Light Controller 100/200W	1 / each		
4.3	ES100 (Federal Signal) ES100 Speaker 100Watt.	1 / each		
4.4	ESB-TAR11 (Federal Signal) Speaker Bracket for mounting ES100, Ford.	1 / each		
4.5	ST-DMR (Signal Tech) LED Hide Away, Dome, Red. (Headlight)	1 / each		
4.6	ST-DM6BB (Signal Tech) LED Hide Away, Dome, Blue. (Headlight & Reverse)	3 / each		
4.7	IPX-GRL6 (Federal Signal) Pair of grille brackets with hardware, Ford Police Interceptor Utility, 2013-15	1 / each		
4.8	MPS600-RB (Federal Signal) Micropulse 6-LED lighthead, Red/Blue (Grille)	2 / each		
4.9	MPSM6-LB (Federal Signal) Micropulse 6-LED lighthead, Red/Blue (Side Runner)	6 / each		
4.10	MPS600-RB (Federal Signal) Micropulse 6-LED lighthead, Red/Blue (Side Runner)	6 / each		
4.11	MPS600U-BR (Federal Signal) Micropulse Ultra 6-LED lighthead, Blue/Red (Hatch)	2 / each		
4.12	MPS650-RB (Federal Signal) Micropulse 6-LED lighthead, Red/Blue (Side windows)	2 / each		

SECTION – C
PRICE SCHEDULE

4.13	MPS600U-BB Micropulse Ultra 6-LED lighthouse, Blue/Blue (License Plate)	2 / each		
4.14	SL6F-RB (Federal Signal) Latitude 6 Head (3) Red, (3) Blue, R-R-R-B-B-B	1 / each		
4.15	SLB-002 (Federal Signal) Short L- Bracket, CN SignalMaster or Latitude.	1 / each		
4.16	11.1005STT.BTL LED Flasher Module (Tail Light)	1 / each		
4.17	GARMIN GPS USB 010-00321-51	1 / each		
4.18	CC-UV-L-18 (Troy Products) Center console with 12" slope and 6" level section designed to accommodate a variety of equipment while creating more hip room for the officer and equipment	1 / each		
4.19	AC-FDUV-MNT (Troy Products) Slotted, heavy-duty floor mount for center console for added strength and adjustment of console and accessories.	1 / each		
4.20	AC-ARMMNT-58 (Troy Products) Height adjustable, low profile arm rest, bolts to console, includes a 5"X8" pad.	1 / each		
4.21	FP-AP12-3 (Troy Products) DC Outlet Faceplate 3-holes. (Included with Console)	1 / each		
4.22	RAM-VC-CIG1FU 12V Accessory Outlet	3 / each		
4.23	CM-PSUV-SL-H (Troy Products) Passenger-seat computer mount. Accommodates a TROY or Havis UT laptop tray. (Includes TROY's unique slide-arm feature.)	1 / each		
4.24	CM-LT-1300 (Troy Products) Laptop Tray	1 / each		
4.25	AC-INBGH (Troy Products) Dual external beverage cup holder.	1 / each		
4.26	CP-UV-CARGO (Troy Products) designed to replace OEM tire cover. Cargo mount includes two (2) gas springs to allow easy access to the spare tire. Bolts to existing OEM holes for ease of installation	1 / each		

SECTION – C
PRICE SCHEDULE

4.27	CP-GB402212-TL (Troy Products) 40"Wx22"Lx12"H weapon box with two (2) draw-tight lockable latches.	1 / each		
4.28	CG-X ChargeGuard Select	1 / each		
4.29	WINDOWTINT 35% Window Film to both front windows	1 / each		
4.30	Shipping Cost	1 / each		
4.31	Installation	1 / each		
Group 4 Subtotal Price				
Total Combined Price from Group 1 to Group 4				

Provide "Average" lead time (All Items) for shipment of items "After receipt of an order from the City.

Average Lead Time: _____ (Days or Weeks)

Labor rate for installation services as stated above:

\$ _____ / Hour at Contractor Facility

Labor rate for other installation services and non-warranty repairs:

\$ _____ / Hour at Contractor Facility

\$ _____ / Hour at On-Site Work in Clermont

SECTION – C
PRICE SCHEDULE

Percent off manufacturer's list price for additional parts not listed in solicitation:

_____ %

Delivery completion date after receipt of equipment and vehicle: _____
Calendar Days. Not to exceed forty-five (45) Calendar Days.

Delivery / transportation charges for finished vehicle to Clermont Police Department or
Fire Department if work is completed more than 50 miles:

\$ _____

By signing below, the respondent agrees to all terms, conditions, and specifications as stated in this solicitation, and is acting in an authorized capacity to execute this response. The respondent also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

Respondent Information and Signature	
Company Name (print): _____	
Street Address: _____	
Mailing Address (if different): _____	
Telephone: _____	Fax: _____
Email: _____	Payment Terms: _____ % _____ days, net _____
FEIN: _____ - _____	Professional. License No.: _____
Signature: _____	Date: _____
Print Name: _____	Title: _____
Does the respondent accept payment using the City's MASTERCARD? ☐ Yes ☐ No	

END OF SECTION – C

SECTION – D EVALUATION PROCESS

1 – AWARD

Award will be made to the selected respondent who submits the lowest price on all items when added in the aggregate. If a respondent fails to submit an offer on all items, its overall offer will be rejected. The City reserves the right to make award(s) on a lowest price basis with one or more respondent(s); to reject any and all responses or waive any minor irregularity or technicality in responses.

In determining the selected respondent, in addition to price, the following shall be considered:

1. The ability, capacity and skill of the respondent to perform the work, including but not limited to, any issue related to performance on prior contracts between the respondent and the City.
2. Whether the respondent can perform the work within the time specified, without delay or interference.
3. Experience and efficiency of the respondent.
4. The quality of performance of previous contracts.

END OF SECTION – D

SECTION – E

TERMS AND CONDITIONS

1 – MODIFICATIONS / WITHDRAWALS OF SUBMITTALS

Prior to the solicitation due date, a respondent may change its response by submitting a new response with a modification letter replacing the original response. The modification letter must be on the company's letter head and signed by an authorized agent of the company. Modifications received after the response due date and time will not be considered. A solicitation may be withdrawn at any time prior to the solicitation due date by issuing a written notice. The written notice must be addressed to and received by the Purchasing Director, prior to the solicitation due date. A solicitation may also be withdrawn after the solicitation due date but before recommendation of award, by submitting a withdrawal letter to the Purchasing Director. The withdrawal letter must be on a company letterhead, signed by an authorized agent of the company, and address the reason(s) for the withdrawal after the solicitation due date. The City may, at its sole discretion, accept or deny any modification or withdrawal request.

2 – RESPONSE POSTPONEMENT / CANCELLATION / REJECTION

The City may, at its sole discretion, reject any and all, or parts of any and all, responses; re-advertise this solicitation; postpone or cancel, at any time, this response process; or waive any irregularities in the solicitation or in any responses received as a result of this solicitation.

3 – CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made on writing by the City of Clermont.

4 – ADDENDA

Any interpretations, corrections, or changes to this solicitation will be made by addenda. Sole issuing authority shall be vested in the City of Clermont Purchasing Department. Addenda will be sent to all who are known to have received a copy of this solicitation. If the addenda contain changes to the specification or solicitation form, prospective respondents shall acknowledge receipt of all addenda or they will be declared non-responsive.

5 – CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between documents, the order of precedence shall be as follows:

1. Any agreement or contract resulting from the award of this solicitation (if applicable).
2. Addenda released for this solicitation, with the latest addendum taking precedence.
3. The solicitation.
4. The awardees' response.

It is incumbent upon the vendor to identify such conflicts to the designated purchasing representative prior to the response due date.

6 – MISTAKES

Respondents are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to the solicitation. Failure of the respondent to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the City.

7 – TIE RESPONSES

The award on tie responses will be decided by the Purchasing Director in accordance with the provisions of the Purchasing Procedures. Please be advised that in accordance with Chapter 287.087, Florida Statutes, regarding tie responses, preference will be given to respondents certifying that they have implemented a drug-free workplace program.

8 – PAYMENT TERMS AND DISCOUNT

Payment will be made by the City after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or purchase order. Invoices must bear the purchase order, contract number, or both when available, and shall be submitted to the ordering department. Payment terms will be considered to be Net-30 days after

SECTION – E

TERMS AND CONDITIONS

the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified. If a contractor offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice at the office specified.

9 – DELIVERY

Delivery time shall be calculated in calendar days from the issuance date of purchase order. Unless otherwise stipulated in the contract, delivery time shall be between 9:00 a.m. and 4:00 p.m. Eastern Standard Time, Monday through Friday except City Holidays. However, goods' required for daily consumption, or where the delivery is an emergency, or is overdue, the convenience of the City shall govern. If, in calculating the number of calendar days from the purchase order date, the delivery falls on a Saturday, Sunday, or City Holiday, delivery shall be made no later than the next business day. Unless otherwise specified in the solicitation, all prices shall be F.O.B. Destination. Freight shall be included in the price. Substitution of shipments of any kind will not be accepted. Respondents are expected to furnish the brand quoted in their response once awarded. Any substitute shipment will be returned at the respondent's expense.

10 – INSPECTION & ACCEPTANCE OF TITLE

Inspection and acceptance will be at destination unless otherwise provided in this solicitation. Title to/or risk of loss, or damage to all items, shall be the responsibility of the successful respondent until acceptance by the buyer/department.

11 – PACKAGING

Unless otherwise stated in the Special Provisions, Pricing Section or Addenda, deliveries must consist only of new and unused goods and shall be the current standard production model available at the time of the response due date. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items shall bear a label, imprint, or other legible markings stating the name of the manufacturer or supplier, purchase order number, and any other markings required by the specifications.

12 – SAMPLES

Samples or inspection of product, may be requested to determine suitability after the solicitation due date and should be received within seven (7) working days of request. Samples of items, when required, must be furnished free of expense to the City. Samples, if not destroyed, will be returned upon request at the respondent's expense. Respondents will be responsible for the removal of all samples furnished within thirty (30) days after solicitation due date. All samples will be disposed of after thirty (30) days.

13 – QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this solicitation shall be new. The items must be new, latest model, of the best quality, and highest grade workmanship.

14 – NON-CONFORMANCE

Items may be tested for compliance with specifications. Item delivered, not conforming to specifications may be rejected and returned at respondent's expense. These items and items not delivered, as per delivery date in response or purchase order, may be purchased on the open market. Any increase in cost may be charged against the respondent. Any violation may result in respondent's name being removed from the vendor registration list and/or departments being advised not to do business with the respondent.

15 – TAXES

The City of Clermont is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Successful respondent shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The respondent is responsible for reviewing the pertinent Florida Statutes involving the sales tax and complying with all requirements.

SECTION – E

TERMS AND CONDITIONS

16 – CONTINGENCY FEES

By submitting a response to this solicitation, the respondent certifies that no contingency fees (sometimes known as finder's fee) has been paid to any person or organization other than bona-fide employee working solely for the respondent to secure a contract pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment.

17 – OTHER GOVERNMENTAL ENTITIES

With the consent of the respondent, other governmental entities may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein. Prices shall be F.O.B. delivered to the requesting government entity.

18 – PUBLIC RECORDS

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Respondents are hereby notified that all information submitted as part of a response to this solicitation will be subject for public inspection upon award in compliance with Chapter 119.01, Florida Statutes. The respondent should not submit any information in response to this solicitation which the respondent considers proprietary or confidential. The submission of any information to the City, in connection with this solicitation, shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt, or confidential, under Chapter 119.01, Florida Statutes.

19 – APPEALS PROCEDURES

Any prospective respondent may only appeal any determination, decision or recommendation of the Purchasing Director, in accordance herewith. All appeals must be in writing and sent via certified mail or delivered in person to the City Manager within three (3) business days of issuance of such determination, decision or recommendation. The City Manager shall administer the appeal and shall render a decision within seven (7) business days of receiving the appeal. All appeals must set forth the specific reason and facts concerning the dispute. Any appeal based exclusively on disagreement with the technical judgment of evaluators is subject to summary rejection unless there is clear and convincing evidence of arbitrary or capricious action in that regard. In the event of a timely appeal, the City shall not proceed further with the solicitation or with the award of bid/contract unless the City Manager, after consultation with the Director of the using department(s) or division(s), forwards to the City Council a written request to award the bid/contract without delay in order to protect the public health, safety or general welfare and City Council approves said request.

20 – RULES, REGULATION, LICENSING REQUIREMENTS

Respondents are expected to be familiar with and comply with all Federal, State and local laws, ordinances, codes, and regulations that may in any way affect the services offered. Ignorance on the part of the respondent will in no way relieve it from responsibility for compliance.

21 – DEFAULT

Failure or refusal of a respondent to execute a contract upon award by the City Council, or untimely withdrawal of a response before such award is made and approved, may result in forfeiture of that portion of any surety required as liquidated damages to the City; where surety is not required, such failure may result in a claim for damages by the City and may be grounds for removing the respondent from the City's vendor list.

22 – CONFLICT OF INTEREST

No contract will be awarded to a respondent who has City officials, officers or employees affiliated with it, unless the respondent has fully complied with current Florida Statutes and City Ordinances related to this issue. All respondents must disclose with their response the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, child) who is also an employee of the City. Further, all respondents must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the respondent or any of its affiliates. Failure to disclose any such affiliation will result in disqualification of the response and prohibition of engaging in any future business with the City.

SECTION – E

TERMS AND CONDITIONS

23 – RESPONSIBILITY

Before submitting responses, each prospective respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will not relieve the successful respondent from any obligation to comply with every detail, provisions, and requirements of the solicitation and resulting contract documents. In addition, failure to make such investigations and examinations will not be accepted as a basis for any claims whatsoever, or any monetary consideration on the part of the respondent.

24 – RELATION OF CITY

It is the intent of the parties hereto that the successful respondent be legally considered to be an independent respondent and that neither the respondent nor the respondent's employees and agents shall, under any circumstances, be considered employees or agents of the City.

25 – PRIME CONTRACTOR

The respondent awarded a contract shall act as the prime contractor for all required items and services and shall assume all responsibility for the procurement of such items or services. The contractor shall be considered the sole point of charges and meeting all requirements of this solicitation. All subcontractors will be subject to advance review by the City in regards to competency and security concerns. After the award of the contract, no change in subcontractors will be made without the consent of the City. The contractor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the City may require the contractor to provide any insurance certificates required by the work to be performed.

26 – COLLUSION

Where two (2) or more related parties each submit a response for the same solicitation, such response shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such responses. Related parties shall mean respondents or the principals thereof which have a direct or indirect ownership interest in another respondent for the same contract or in which a parent company or the principals thereof of one (1) respondent have a direct or indirect ownership interest in another respondent for the same solicitation. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment, shall also be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusion may be terminated for default.

27 – PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 of the Florida Statutes, for CATEGORY TWO (\$25,000.00) for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a response to this solicitation, the respondent is certifying that it is eligible for award under this solicitation pursuant to Chapter 287.132 and 287.133 Florida Statutes.

28 – ASSIGNMENT

Successful respondent shall not enter into any sub contract, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its right, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the City. Any unauthorized assignment may constitute a default by the successful respondent.

SECTION – E

TERMS AND CONDITIONS

29 – INDEMNIFICATION

The successful respondent shall be required to agree to indemnify and hold harmless the City and its council, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorneys fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful consultant, its employees, or agents in connection with the performance of service pursuant to the resultant contract. The successful respondent shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the City in the defense of such claims and losses, including appeals.

30 – TERMINATION FOR DEFAULT

If through any cause, the successful respondent fails to fulfill in a timely manner or otherwise violate any of the covenants, agreements, or stipulations material to the contract, the City shall have the right to terminate the services remaining to be performed by giving written notice to the successful respondent of such termination. Termination for default shall become effective upon the date specified in the written notice. In that event, the City shall compensate the successful respondent in accordance with the contract for all services performed by the respondent prior to the termination date, net of any costs incurred by the City as a consequence of the default. The successful respondent shall not be relieved of liability to the City for damages sustained by the City by breach of contract by the respondent. The City may reasonably withhold payments to the successful respondent for the purposes of set off until such time as the exact amount of damages due the City from the successful respondent is determined.

31 – TERMINATION FOR CONVENIENCE

The City may, for its convenience, terminate the services then remaining to be performed at any time without cause by giving written notice to successful respondent of such termination, which shall become effective thirty (30) days following receipt by respondent of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the agreement is terminated by the City as provided in this section, the City shall compensate the successful respondent in accordance with the agreement for all services actually performed by the successful respondent and reasonable direct costs of successful respondent for assembling and delivering to City all documents. No compensation shall be due to the successful respondent for any profits that the successful respondent expected to earn on the balance of the agreement. Such payments shall be the total extent of the City's liability to the successful respondent upon a termination as provided for in this section.

32 – TEMINATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a contractor is limited to the availability of funds appropriated in a current fiscal period. Continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

33 – FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems, and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

34 – PAYMENT & PERFORMANCE BONDS

If a Payment & Performance Bond is required in Section A, the contractor shall, within ten (10) calendar days from Notice of Award, furnish to the City a Payment & Performance Bond payable to the City of Clermont, Florida, in the face amount specified herein as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing bond. The Payment and Performance Bond must be executed by a surety company of recognized standing, licensed to do business in the State of Florida and having a resident agent.

SECTION – E

TERMS AND CONDITIONS

35 – LIABILITY, INSURANCE, LICENSES, AND PERMITS

Where the successful respondent is required to enter or go into City of Clermont property to deliver materials, perform work or services as a result of an award, the respondent will assume the duty, obligation, and expense of obtaining all necessary licenses, permits, and insurance. Successful respondent shall obtain, provide, and maintain during the term of the contract the types and amounts of insurance indicated in Section A “Insurance Requirements”. Insurance shall be maintained with insurers licensed to sell insurance in the State of Florida and have a B+, VI, or higher rating in the latest edition of A.M. Best’s insurance guide. Successful respondent(s) shall name the City of Clermont as an additional insured on all liability policies required as a result of an award. When naming the City of Clermont as an additional insured, the insurance company hereby agrees and endorses the policies, to state that the City will not be liable for the payment of any premiums or assessments. Successful respondent failure to procure or maintain required insurance program shall constitute a material breach of agreement under which City may immediately terminate the award or contract.

All work performed shall comply with applicable County and municipal code requirements, as well as the Florida Building Code. The successful respondent shall be liable for any damages or loss to the City, occasioned by negligence of the respondent, agent, or any person the respondent has designated in the completion of the contract as a result of this solicitation.

36 – LAWS / ORDINANCES

Respondents are expected to be familiar with and comply with all Federal, State, local and municipal laws, ordinances rules and regulations that may, in any way affect the services offered. Ignorance on the part of the respondent will in no way relieve it from responsibility for compliance.

37 – LITIGATION VENUE

The contractual parties waive the privilege of venue and agree that all litigation between them in the State courts shall take place in Lake County, Florida and that all litigation between them in the federal courts shall take place in Central Florida.

38 – PATENTS AND ROYALTIES

The contractor, without exception, shall indemnify, save harmless, and defend the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted or un-patented invention, process, or article manufactured or used in the performance of the contract. If the contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the response prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

39 – RECYCLE CONTENT

In addressing environmental concerns, the City of Clermont encourages responses containing items with recycled content. When submitting a response containing items with recycled content, the respondent shall provide documentation adequate for the City to verify the recycled content. The city prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the solicitation, the City may give preference to responses containing items manufactured with recycled material or packaging that is able to be recycled.

40 – OSHA

The respondent warrants that the product supplied to the City of Clermont shall conform in all aspects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended. The failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the respondent.

END OF SECTION E

SECTION – F
CONFLICT OF INTEREST DISCLOSURE

I HEREBY CERTIFY that:

1. I (*printed name*) _____ am the
(*title*) _____ and the duly authorized
representative of the firm of (*Firm Name*) _____ whose
address is _____, and that
I possess the legal authority to make this affidavit on behalf of myself and the firm for
which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts
of interest, real or apparent, due to ownership, other clients, contracts, or interests
associated with this project; and,
3. This proposal is made without prior understanding, agreement, or connection with
any corporation, firm, or person submitting a proposal for the same services, and is
in all respects fair and without collusion or fraud.

EXCEPTIONS (List if any):

Print Name: _____

Company Name: _____ Date: _____

SECTION – G
DRUG-FREE WORKPLACE

The undersigned respondent hereby acknowledges that:

1. _____ the respondent has a drug free workplace policy as identified in the company policy attached to this certification.

AND/OR

2. _____ the respondent has a drug free workplace policy that is in compliance with Chapter 287.087, Florida Statutes.

AND/OR

3. _____ the respondent has a drug free workplace policy that is in compliance with the outline below:

- a) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the respondent's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- b) Establishing a continuing drug-free awareness program to inform its employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The respondent's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (a);
- d) Notifying all employees, in writing, of the statement required by subparagraph (a), that as a condition of employment on a covered contract, the employee shall:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five (5) days after such conviction.
- e) Notifying the City of Clermont in writing within 10 calendar days after receiving notice under subdivision (d) (ii) above, from an employee or otherwise receiving

SECTION – G
DRUG-FREE WORKPLACE

actual notice of such conviction. The notice shall include the position title of the employee;

- f) Within 30 calendar days after receiving notice under subparagraph (d) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - i. Taking appropriate personnel action against such employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (a) through (f).

OR

4. _____ the respondent does not currently have a drug free workplace policy but is willing to comply with the requirements as specified in no. 3.

(Respondent's Name)

STATE OF _____

COUNTY OF _____

SECTION – H
PUBLIC ENTITY CRIMES

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(Print name of public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes** means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to changes brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

SECTION – H
PUBLIC ENTITY CRIMES

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.107, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

Sworn to and subscribed before me this _____ day of _____, 20____

Personally known _____

OR produced identification _____

Notary Public – State of _____

My commission expires _____

(Type of identification)

(Printed type or stamped Commissioned name of Notary Public)

SECTION – I
SUPPLEMENTAL QUESTIONNAIRE

Respondent's Name: _____

Official Representative: _____

Principal Office Address: _____

Select one: ____ Individual ____ Partnership ____ Corporation

If a Corporation, answer this:

When Incorporated: _____ In what State: _____

President's Name: _____ Vice-President's Name: _____

Treasurer's Name: _____

Members of Board of Directors

If a Partnership, answer this:

Date of organization: _____ General or Limited Partnership*:

Name and Address of Each Partner:
NAME / ADDRESS

_____ / _____

_____ / _____

_____ / _____

1. How many years has your organization been in business under the present business name? _____
2. Does your organization have current occupational licenses entitling it to do the work/service contemplated in this solicitation?
Yes () No () If no, please explain:

SECTION – I
SUPPLEMENTAL QUESTIONNAIRE

3. Please state license(s) type and number:

Include copies of above license and certificates with response.

4. Have you ever had a contract terminated due to failure to comply with contractual specifications?

Yes () No () If yes, state where and why:

5. Person or persons interested in this solicitation have ____ have not ____ been convicted by a Federal, State, County, or Municipal Court of any violation of law, other than traffic violations.

Explain any convictions:

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

A. List all pending lawsuits:

B. List all judgments from lawsuits in the last five (5) years:

C. List any criminal violations and/or convictions of the respondent and/or any of its principals:

7. **Conflicts of Interest.** The following relationships are the only potential, actual, or perceived conflicts of interest in connection with this proposal: (If none, state same.)

SECTION – I
SUPPLEMENTAL QUESTIONNAIRE

The respondent understands that information contained in this form will be relied upon by the City in making an award recommendation and such information is warranted by the respondent to be true. The undersigned respondent agrees to furnish such additional information, prior to award recommendation. The respondent further understands that the information contained in this form may be confirmed through a background investigation conducted by the City of Clermont Police Department. By submitting this questionnaire the respondent agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

IF INDIVIDUAL:

Print Name	Date
------------	------

IF PARTNERSHIP:

Print Name	Date
------------	------

General Partner

Print Name	Date
------------	------

IF CORPORATION:

Print Name of Corporation _____

Print Name of President _____ Company Address _____

Date _____

SECTION – J
WORK REFERENCES

Respondents shall furnish the names, addresses, and telephone numbers of a minimum of four (4) companies or government organizations for which the respondent is currently furnishing or has furnished similar services.

Company Name: _____

Address, City, State, Zip: _____

Telephone
No.: _____ Fax No.: _____

Email: _____

Type of Service: _____

Dates of Service: _____

Company Name: _____

Address, City, State, Zip: _____

Telephone
No.: _____ Fax No.: _____

Email: _____

Type of Service: _____

Dates of Service: _____

Company Name: _____

Address, City, State, Zip: _____

Telephone
No.: _____ Fax No.: _____

Email: _____

Type of Service: _____

Dates of Service: _____

Company Name: _____

Address, City, State, Zip: _____

Telephone
No.: _____ Fax No.: _____

Email: _____

Type of Service: _____

Dates of Service: _____

EXHIBIT A

City of Clermont

Bid 17-043

SECTION - C PRICE SCHEDULE

NOTE: The quantities shown in the Price Schedule are estimates only. They may vary significantly from the actual quantities ordered by the City. Payment shall be for the units ordered, placed, and accepted by the City. By signing this form, the respondent fully acknowledges that there will be no additional compensation (no overhead, no anticipated profits, etc.) other than the unit price of the items times the number of items authorized, ordered, placed, and accepted by the City.

GROUP 1 - MARKED PATROL VEHICLE EQUIPMENT				
L.N.	Description	Item / Unit	Unit Price	Extended Price
1.1	LGD45Z-2633892 (Federal Signal) Legend lightbar, 45", Low-profile, Linear-shaped. Red/Blue with Takedowns, Alleys. Lens is clear unless specified.	1 / each	\$1,080.	\$1,080.00
1.2	SS2000SM-SD (Federal Signal) SmartSiren, Light Controller 100/200W	1 / each	\$526.00	\$526.00
1.3	ES100 (Federal Signal) ES100 Speaker 100Watt.	1 / each	\$129.00	\$129.00
1.4	ESB-TAR11 (Federal Signal) Speaker Bracket for mounting ES100, Ford Taurus.	1 / each	\$0 included	\$0 included
1.5	HKB-TAR11 (Federal Signal) Ford Taurus lightbar Hook Kit.	1 / each	\$0 included	\$0 included
1.6	329001-4 (Federal Signal) Single Viper Red, Sync.	1 / each	\$96.00	\$96.00
1.7	329001-3 (Federal Signal) Single Viper Blue, Sync.	1 / each	\$96.00	\$96.00
1.8	ST-DMR (Signal Tech) LED Hide Away, Dome, Red.	2 / each	\$55.00	\$110.00
1.9	ST-DM6BB (Signal Tech) LED Hide Away, Dome, Blue.	2 / each	\$55.00	\$110.00
1.10	GARMIN GPS 18 USB 010-00321-51	1 / each	\$89.00	\$89.00
1.11	CC-PI-L-18 (Troy Product) Center console designed to accommodate a variety of equipment while creating more hip room for the officer and equipment. (Need to determine Faceplates, Included)	1 / each	\$312.00	\$312.00
1.12	AC-FDPIMNT (Troy Products) Slotted, heavy-duty floor mount for center console for added strength and adjustment of	1 / each	\$0 included	\$0

SECTION - C PRICE SCHEDULE

	console and accessories. (Included with Console)			
1.13	AC-ARMNT-58 (Troy Products) Height adjustable, low profile arm rest, bolts to console, includes a 5"X8" pad.	1 / each	\$107.15	\$107.15
1.14	FP-AP12-3 (Troy Products) DC Outlet Faceplate 3-holes. (Included with Console)	1 / each	\$0 Included	\$0
1.15	RAM-VC-CIG1FU 12V Accessory Outlet	3 / each	\$7.50	\$22.50
1.16	CM-PI-H-SL-HAV (Troy Products) Passenger seat mount computer mount designed not to intrude on passenger side floor space. Will accommodate a Havis UTX laptop tray. Includes Troy's unique slide-arm feature.	1 / each	\$442.00	\$442.00
1.17	CM-LT-1300 (Troy Products) Laptop Tray	1 / each	\$275.00	\$275.00
1.18	AC-INBGH (Troy Products) Dual external beverage cup holder.	1 / each	\$35.10	\$35.10
1.19	CG-XChargeGuard Select	1 / each	\$72.00	\$72.00
1.20	SM-US-SS-TROY6 (Troy Products) Space-maker, stash-n-stow, officer-safe prisoner partition with sliding window and square-hole center screen to prevent crawl-through. Unique TROY design allows full driver's side seat travel and full airbag deployment while maintaining rigid upper wing panels for increased officer safety.	1 / each	\$599.00	\$599.00
1.21	2-SAB-FDPI (Troy Products) Side-curtain airbag compatible mounting kit.	1 / each	\$0 Included	\$0
1.22	KP-SM-FDPIBF-SS (Troy Products) Three-piece lower kick panel with foot compartments to increase back-seat foot space for the detainee.	1 / each	\$104.60	\$104.60
1.23	PI02 Ford-PI Seat with OS belt.	1 / each	\$518.40	\$518.40
1.24	475-0051 (Jotto) Dual Gun Rack	1 / each	\$188.60	\$188.60
1.25	Shipping Cost	1 / each	\$130.00	\$130.00
1.26	Installation	1 / each	\$860.00	\$860.00
Group 1 Subtotal Price				\$5,902.20

SECTION - C PRICE SCHEDULE

GROUP 2 - MARKED / UNMARKED TRUCK EQUIPMENT				
L.N.	Description	Item / Unit	Unit Price	Extended Price
2.1	SIFZS-3104039 Spectralux ILS Low Profile-Multi-Vehicle Driver: Red with Takedown, Passenger: Blue with Takedown.(Front Windshield).	1 / each	\$663.00	\$663.00
2.2	650003 (Federal Signal) 650 Series Hand Held Siren, Microphone push-button controlled, AS-422/6S,100W 12VDC.	1 / each	\$287.00	\$287.00
2.3	ES100C (Federal Signal) ES100 Speaker 100Watt.	1 / each	\$129.00	\$129.00
2.4	ESB-U (Federal Signal) ES100 Universal Bracket	1 / each	\$0 Included	\$0
2.5	MPS650-RB (Federal Signal) Micropulse 6 LED Hood/Grille Mount Red/Blue (Grille)	2 / each	\$69.00	\$138.00
2.6	11.1005 Flasher Module (Headlights)	1 / each	\$40.00	\$40.00
2.7	SL8F-RB (Federal Signal) Latitude 8 Head (4) Red, (4) Blue, R-R-R-R-B-B-B-B.	1 / each	\$285.00	\$285.00
2.8	SLB-002 (Federal Signal) Short L- Bracket, CN SignalMaster or Latitude.	1 / each	\$11.00	\$11.00
2.9	MPS650-RB (Federal Signal) Micropulse 6 LED Hood/Grille Mount Red/Blue (Side Windows)	2 / each	\$69.00	\$138.00
2.10	1301-0039 (Raptor) 14-16 SILVERADO CREW CAB 7IN SS SSR BOARDS	1 / each	\$283.40	\$283.40
2.11	MPS600U-BR (Federal Signal) Micropulse Ultra 6-LED lighthouse, Blue/Red (Running Board Lights)	4 / each	\$69.00	\$276.00
2.12	ST-DMR (Signal Tech) LED Hide Away, Dome, Red (Taillight)	4 / each	\$60.00	\$240.00
2.13	ST-DM6BB (Signal Tech) LED Hide Away, Dome, Blue (Reverse Lights)	2 / each	\$60.00	\$120.00
2.14	MPS600U-BR (Federal Signal) Micropulse Ultra 6-LED lighthouse, Blue/Red (Rear Tailgate Area)	2 / each	\$69.00	\$138.00
2.15	PS-GCA100 GCA Series, Manual Reset, Type III 100Amp Circuit Breaker	1 / each	\$28.00	\$28.00

RFB No: 17-043
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SECTION - C PRICE SCHEDULE

2.16	307-01 (Tuffy Security Products) Silverado Crew Cab Under Rear Seat Lockbox with (3) upgrade 3-Digit Combination Locks	1 / each	\$ 379.50	\$ 379.50
2.17	WINDOWTINT Window Tint, 35% (2) Front Windows and 35% (1) Front Strip to the AS-1 Line	1 / each	\$ 50.00	\$ 50.00
2.18	Shipping Cost	1 / each	\$ 105.00	\$ 105.00
2.19	Installation	1 / each	\$ 915.00	\$ 915.00
Group 2 Subtotal Price				\$4,325.40
GROUP 3 - ADMINISTRATIVE VEHICLE EQUIPMENT				
L.N.	Description	Item / Unit	Unit Price	Extended Price
3.1	SIFZS-3104039 Spectralux ILS Low Profile-Multi-Vehicle Driver. Red with Takedown, Passenger. Blue with Takedown.(Front Windshield).	1 / each	\$ 663.00	\$ 663.00
3.2	650003 (Federal Signal) 650 Series Hand Held Siren, Microphone push-button controlled, AS-422/6S, 100W 12VDC.	1 / each	\$ 287.00	\$ 287.00
3.3	ES100C (Federal Signal) ES100 Speaker 100Watt.	1 / each	\$ 129.00	\$ 129.00
3.4	ESB-TAR11 (Federal Signal) Speaker Bracket for mounting ES100 on 2011 Ford Taurus.	1 / each	\$ 0 included	\$ 0
3.5	SL8F-RB (Federal Signal) Latitude 8 Head (4) Red, (4) Blue, R-R-R-R-B-B-B-B.	1 / each	\$ 285.	\$ 285.
3.6	MPS850-RB (Federal Signal) Micropulse 6 LED Hood/Grille Mount Red/Blue (Side Windows)	2 / each	\$ 69.00	\$ 138.00
3.7	ST-DMR (Signal Tech) LED Hide Away, Dome, Red (Headlight)	1 / each	\$ 60	\$ 60
3.8	ST-DM6BB (Signal Tech) LED Hide Away, Dome, Blue (Headlight)	1 / each	\$ 60	\$ 60
3.9	11.1005STT.BTL LED Flasher Module. (Tail Lights)	1 / each	\$ 40	\$ 40
3.10	PS-GCA100 GCA Series, Manual Reset, Type III 100Amp Circuit Breaker	1 / each	\$ 28	\$ 28

SECTION - C PRICE SCHEDULE

3.11	WINDOWTINT Window Tint, 35% (4) Side Windows, 35% (1) Rear Windows and 35% (1) Front Strip to the AS-1 Line	1 / each	\$150	\$150.
3.12	Shipping Cost	1 / each	\$75.	\$75.
3.13	Installation	1 / each	\$645.00	\$645.00
Group 3 Subtotal Price				\$2,460.00
GROUP 4 - UTILITY VEHICLE EQUIPMENT				
L.N.	Description	Item / Unit	Unit Price	Extended Price
4.1	SILSS-2646169 (Federal Signal) Ford Utility ILS, Red Driver, Blue Passenger with White Takedowns	1 / each	\$663.00	\$663.00
4.2	SS2000SM-SD (Federal Signal) SmartSiren, Light Controller 100/200W	1 / each	\$588	\$588.00
4.3	ES100 (Federal Signal) ES100 Speaker 100Watt	1 / each	\$129	\$129.00
4.4	ESB-TAR11 (Federal Signal) Speaker Bracket for mounting ES100, Ford.	1 / each	\$0 Included	\$0
4.5	ST-DMR (Signal Tech) LED Hide Away, Dome, Red. (Headlight)	1 / each	\$60	\$60
4.6	ST-DM6BB (Signal Tech) LED Hide Away, Dome, Blue. (Headlight & Reverse)	3 / each	\$60	\$180
4.7	IPX-GRL6 (Federal Signal) Pair of grille brackets with hardware, Ford Police Interceptor Utility, 2013-15	1 / each	\$19	\$19.00
4.8	MPS600-RB (Federal Signal) Micropulse 6-LED lighthouse, Red/Blue (Grille)	2 / each	\$69.00	\$138.00
4.9	MPSM6-LB (Federal Signal) Micropulse 6-LED lighthouse, Red/Blue (Side Runner)	6 / each	\$7.05	\$42.30
4.10	MPS600-RB (Federal Signal) Micropulse 6-LED lighthouse, Red/Blue (Side Runner)	6 / each	\$69.00	\$414.00
4.11	MPS600U-BR (Federal Signal) Micropulse Ultra 6-LED lighthouse, Blue/Red (Hatch)	2 / each	\$69.00	\$138.00
4.12	MPS650-RB (Federal Signal) Micropulse 6-LED lighthouse, Red/Blue (Side windows)	2 / each	\$69.00	\$138.00

SECTION - C PRICE SCHEDULE

4.13	MPS600U-BB Micropulse Ultra 6-LED lighthouse, Blue/Blue (License Plate)	2 / each	\$ 69.00	\$ 138.00
4.14	SL6F-RB (Federal Signal) Latitude 6 Head (3) Red, (3) Blue, R-R-R-B-B-B	1 / each	\$ 246.35	\$ 246.35
4.15	SLB-002 (Federal Signal) Short L- Bracket, CN SignalMaster or Latitude.	1 / each	\$ 11.00	\$ 11.00
4.16	11.1005STT.BTL LED Flasher Module (Tail Light)	1 / each	\$ 40.	\$ 40.00
4.17	GARMIN GPS USB 010-00321-51	1 / each	\$ 89.	\$ 89.00
4.18	CC-UV-L-18 (Troy Products) Center console with 12" slope and 6" level section designed to accommodate a variety of equipment while creating more hip room for the officer and equipment	1 / each	\$ 324.00	\$ 324.00
4.19	AC-FDUV-MNT (Troy Products) Slotted, heavy-duty floor mount for center console for added strength and adjustment of console and accessories.	1 / each	\$ 0 included	\$ 0
4.20	AC-ARMNT-58 (Troy Products) Height adjustable, low profile arm rest, bolts to console, includes a 5"X8" pad.	1 / each	\$ 107.15	\$ 107.15
4.21	FP-AP12-3 (Troy Products) DC Outlet Faceplate 3-holes. (Included with Console)	1 / each	\$ 0 included	\$ 0
4.22	RAM-VC-CIG1FU 12V Accessory Outlet	3 / each	\$ 22.50	\$ 67.50
4.23	CM-PSUV-SL-H (Troy Products) Passenger-seat computer mount. Accommodates a TROY or Havis UT laptop tray. (Includes TROY's unique slide-arm feature.)	1 / each	\$ 444.00	\$ 444.00
4.24	CM-LT-1300 (Troy Products) Laptop Tray	1 / each	\$ 265.00	\$ 265.00
4.25	AC-INBGH (Troy Products) Dual external beverage cup holder.	1 / each	\$ 35.10	\$ 35.10
4.26	CP-UV-CARGO (Troy Products) designed to replace OEM tire cover. Cargo mount includes two (2) gas springs to allow easy access to the spare tire. Bolts to existing OEM holes for ease of installation	1 / each	\$ 292.50	\$ 292.50

SECTION - C PRICE SCHEDULE

4.27	CP-GB402212-TL (Troy Products) 40"Wx22"Lx12"H weapon box with two (2) draw-tight lockable latches.	1 / each	\$ 1028.20	\$ 1028.20
4.28	CG-X ChargeGuard Select	1 / each	\$ 72.00	\$ 72.00
4.29	WINDOWTINT 35% Window Film to both front windows	1 / each	\$ 50.	\$ 50.
4.30	Shipping Cost	1 / each	\$ 210.	\$ 210.
4.31	Installation	1 / each	\$ 1105.	\$ 1105.00
Group 4 Subtotal Price				7,034.10
Total Combined Price from Group 1 to Group 4				\$ 19,721.70

Provide "Average" lead time (All Items) for shipment of items "After receipt of an order from the City.

Average Lead Time: 17 days (Days or Weeks)

Labor rate for installation services as stated above:

\$ 65. / Hour at Contractor Facility

Labor rate for other installation services and non-warranty repairs:

\$ 65.00 / Hour at Contractor Facility

\$ 65.00 / Hour at On-Site Work in Clermont

SECTION - C PRICE SCHEDULE

Percent off manufacturer's list price for additional parts not listed in solicitation:

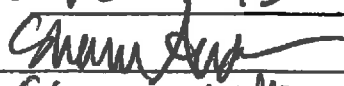
45 %

Delivery completion date after receipt of equipment and vehicle: 5 days
Calendar Days. Not to exceed forty-five (45) Calendar Days.

Delivery / transportation charges for finished vehicle to Clermont Police Department or Fire Department if work is completed more than 50 miles:

\$ 0

By signing below, the respondent agrees to all terms, conditions, and specifications as stated in this solicitation, and is acting in an authorized capacity to execute this response. The respondent also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

Respondent Information and Signature			
Company Name (print):	<u>Signal Tech / Public Safety USA</u>		
Street Address:	<u>420 W. 27th St. - Miami, FL 33110</u>		
Mailing Address (if different):			
Telephone:	<u>321-507-7256</u>	Fax:	
Email:	<u>Shawnandreas@publicsafetyusa.net</u>	Payment Terms:	<u> </u> % <u> </u> days, net <u>30</u>
FEIN:	<u>27-1831193</u>	Professional License No.:	
Signature:	<u></u>	Date:	<u>7/27/17</u>
Print Name:	<u>Shawn Andreas</u>	Title:	<u>Calls manager</u>
Does the respondent accept payment using the City's MASTERCARD? ☐ Yes ☐ No			

END OF SECTION - C

**AGREEMENT NO. 2022-013 FOR
P25 SYSTEM AND SERVICES WITH MOTOROLA SOLUTIONS, INC.**

THIS AGREEMENT, is made and entered into this 18 day of February 2022, by and between the CITY OF CLERMONT, FLORIDA, a municipal corporation under the laws of the State of Florida whose address is: 685 W. Montrose Street, Clermont, Florida, (hereinafter referred to as "CITY"), and Motorola Solutions, Inc., whose address is: 500 West Monroe Street, 43rd Floor, Chicago, IL 6066, (hereinafter referred to as "CONTRACTOR").

WHEREAS, Broward County through the public procurement process awarded an Agreement for a turnkey radio system and services solution, Broward County Contract Number R1422515R1/P1 (the "Broward County Contract");

WHEREAS, CITY desires to utilize the above-referenced awarded bid, CONTRACTOR's response thereto and Agreement in accordance with CITY's procurement policy to buy certain Motorola products; and

WHEREAS, CONTRACTOR desires to enter into a contract with CITY based on the terms and conditions of the Broward County Contract Number R1422515R1/P1;

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

ARTICLE 1 – SCOPE OF WORK

The CONTRACTOR shall sell to the CITY, certain Motorola products described in the Broward County Contract –included herein by reference in Exhibit A- at the prices listed in its SOW A-4 Section 3.0 Pricing. Provided, however, that nothing herein shall require CITY to purchase or acquire any items or services from CONTRACTOR that is not specified in the CITY's purchase order

ARTICLE 2 –SUPPLEMENTAL TERMS AND CONDITIONS

2.1 The parties hereby acknowledge that the scope of the Broward County Contract was related to a turnkey solution and therefore agree that terms and conditions set in the Broward County Contract do not fully apply to the scope of this Agreement. Hence, applicable supplemental terms and conditions are included in this Agreement and are described in Exhibit B.

2.2 The parties specifically agree that:

a) The following sections of the Broward County Contract do not apply and are thereby deleted in their entirety from this Agreement: Sections 3.6 to 3.10; Article 4; and Article 5; and

b) This Agreement does not bind or obligate CITY to purchase any minimum quantity of product during the term hereof

2.3. The following is the order of precedence shall be applied when interpreting this Agreement:

1) This Agreement

- 2) The Supplemental Terms and Conditions (Exhibit B)
- 3) An applicable Contractor Quote/Proposal or Statement of Work
- 4) City's Purchase Order or Notice to Proceed
- 5) The Broward County Contract

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Notwithstanding the foregoing, ordering documents (purchase orders/notice to proceed) may contain transaction-specific terms and each ordering document that is accepted by the CONTRACTOR shall become a part of this Agreement as to the products and services listed on the ordering document only. No other terms and conditions shall apply.

ARTICLE 3 – TERM AND TERMINATION

3.1. This Agreement is to become effective upon execution by both parties, and shall remain in effect until May 23, 2027 unless terminated or renewed by Broward County.

3.2. Upon mutual Agreement of the parties, this Agreement may be renewed for two (2) additional five (5) year term.

ARTICLE 4 – INTENTIONALLY OMITTED

ARTICLE 5 – PAYMENTS

In accordance with the provisions fully set forth in the Contract Documents, CONTRACTOR shall submit an invoice to CITY upon completion of the services and delivery of products to CITY as set forth in the supplemental documents. CITY shall makepayment to the CONTRACTOR for all accepted deliveries and undisputed product delivered and services provided, within thirty (30) calendar days of receipt of the invoice.

ARTICLE 6 – DISPUTE RESOLUTION - MEDIATION

6.1. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to voluntary arbitration or the institution of legal or equitable proceedings by either party.

6.2. The CITY and CONTRACTOR shall endeavor to resolve claims, disputes and other matters in question between them by mediation.

6.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Clermont, Lake County, Florida, unless another location is mutuallyagreed upon. Agreements reached in mediation shall be enforceable as settlement Agreements in any court having jurisdiction thereof.

ARTICLE 7 – INSURANCE

7.1. Worker's Compensation Insurance – The CONTRACTOR shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all its employees connected with the work of this Project and, in case any work is sublet, the CONTRACTOR shall require the subCONTRACTOR similarly to provide Worker's Compensation Insurance for all of the subCONTRACTOR employees unless such employees are covered by the protection afforded by the CONTRACTOR. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Agreement at the site of the Project is not protected under the Worker's Compensation statute, the CONTRACTOR shall provide Employer's Liability insurance with a limit of \$1,000,000 each accident; \$1,000,000 disease-each employee; \$1,000,000 disease-policy limit .

(a) CONTRACTOR's Commercial General Liability Insurance – The CONTRACTOR shall take out and maintain during the life of this Agreement, Commercial General Liability Insurance as shall protect it from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations are by itself or by anyone directly employed by it, and the amount of such insurance shall be as follows: CONTRACTOR's Commercial General Liability, \$3,000,000 per occurrence and , \$10,000,000 aggregate. Liability Coverages, Bodily Injury Occurrence, & Property Damage

(b) Automobile Liability Coverages, \$1,000,000 Each, Bodily Injury & Property Damage Occurrence, Combined Single Limit

Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall provide coverage on an occurrence basis.

ARTICLE 8 – NOTICES

All notices shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized overnight courier service to the address of the party set forth below. Any such notice shall be deemed given when received by the party to whom it is intended.

CONTRACTOR:

Motorola Solutions, Inc.
Attn: Daniel Sanchez, Territory Vice President
500 West Monroe Street, 43rd Floor
Chicago, IL 60661

OWNER:

City of Clermont
Attn: Brian Bulthuis, City Manager
685 W. Montrose Street
Clermont, FL 34711

ARTICLE 9 – MISCELLANEOUS

9.1. Attorneys' Fees – In the event a suit or action is instituted to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees at trial or on any appeal, in addition to all other sums provided by law.

9.2. Waiver – The waiver by city of breach of any provision of this Agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this Agreement.

9.3. Severability – If any provision of this Agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the Agreement valid and enforceable under applicable law, the remainder of this Agreement and the application of such a provision to other persons or circumstances shall be unaffected, and this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

9.4. Amendment – Except for as otherwise provided herein, this Agreement may not be modified or amended except by an Agreement in writing signed by both parties.

9.5. Entire Agreement – This Agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes all prior and contemporaneous Agreements between the parties with respect to the performance of services by CONTRACTOR.

9.6. Assignment – Except in the event of merger, consolidation, or other change of control pursuant to the sale of all or substantially all of either party's assets, this Agreement is personal to the parties hereto and may not be assigned, in whole or in part, without the prior written consent of the other party.

9.7. Venue – The parties agree that the sole and exclusive venue for any cause of action arising out of this Agreement shall be Lake County, Florida.

9.8. Applicable Law – This Agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.

9.9. Public Records – Contractor expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services contemplated herein.

(b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in this Florida's Public Records law or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. CONTRACTOR shall use reasonable efforts to provide all records stored electronically to the CITY in a format that is compatible with the information technology systems of the CITY.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, (352) 241-7331.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 18 day of February _____, 2022.

CITY OF CLERMONT

DocuSigned by:

Brian Bulthuis

534781168A394C8...
Brian Bulthuis, City Manager DS

ATTEST:



DocuSigned by:

Tracy Ackroyd Howe

3AD7F34905B344A...
Tracy Ackroyd Howe, City Clerk

Motorola Solutions, Inc.

DocuSigned by:
By: Daniel Sanchez
(Signature) 0A86CDB3BAA44E9...

Print Name: Daniel Sanchez

Title: Territory Vice President

Date: 2/14/2022



REQUEST FOR BID

On-Call Job Order Repair and Maintenance Services

CONTACT INFORMATION:

Freddy Suarez, MPA, CPPB
Procurement Services Director
EMAIL: fsuarez@clermontfl.org
Phone: (352) 241-7350

RFB No. **22-020**

ISSUED DATE: *April 12, 2022*

RESPONSE DUE DATE: May 19, 2022 at 2:00 P.M. (EST)

PRE-BID CONFERENCE: Not Applicable

DEADLINE FOR WRITTEN QUESTIONS: **May 11, 2022**
at **3:00 P.M.** and must be submitted through Periscope S2G.

SOLICITATION RESPONSE: Responses will be received until the response due date specified above or as otherwise amended. No late responses will be accepted.

Responses may be submitted electronically through www.periscopeholdings.com/s2g or may be delivered to:
City of Clermont Procurement Services Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

OFFER PERIOD: All responses shall remain firm for a period of **Ninety (90)** calendar days from the response due date specified above or as otherwise amended.

The following documents, if indicated below, must be completed and submitted with response.

	SECTION A Response Procedures		SECTION B Statement of Work	X	SECTION C Price Schedule
	SECTION D Evaluation Process		SECTION E Terms and Conditions	X	SECTION F Conflict of Interest
X	SECTION G Drug-Free Workplace	X	SECTION H Supplemental Questionnaire	X	SECTION I Work References
	SECTION J Intentionally Omitted		SECTION K Intentionally Omitted		SECTION L Intentionally Omitted
	SECTION M Intentionally Omitted		SECTION N Intentionally Omitted		SECTION O Intentionally Omitted

COMPANY NAME:

PHONE:

MAILING ADDRESS:

NAME OF AUTHORIZED REPRESENTATIVE:

SECTION – A RESPONSE PROCEDURES

1 – PURPOSE

The purpose of this solicitation is to receive responses from qualified respondents to establish a citywide repair and maintenance agreement for various classifications in accordance with the terms, conditions, and specifications contained herein.

The City of Clermont uses Periscope S2G, a central notification system which provides bid notification services to interested vendors. Periscope S2G allows for vendors to register online and receive notification of new solicitations, addendum and awards. There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Vendors with internet access should review the registration options at the following website: <https://prod.bidsync.com/the-city-of-clermont>. If no internet access is available, please contact Periscope S2G vendor support group at 800-990-9339.

2 – PRE-BID CONFERENCE

Not applicable to this solicitation.

3 – QUESTIONS DEADLINE

To ensure that all prospective respondents have accurately and completely understood the requirements, the City of Clermont – Procurement Services Department will accept written questions up until 3:00 P.M. on Wednesday, May 11, 2022. Verbal inquiries will not be accepted and potential respondents are instructed to only seek additional information or clarification or to communicate in writing with the Procurement Services Director.

The City of Clermont requires **all** questions relating to this solicitation be entered through the “**Create New Question**” option available on the Periscope S2G website. Responses to questions will be provided online at <https://prod.bidsync.com/the-city-of-clermont>.

- **ALL QUESTIONS MUST BE SUBMITTED PRIOR TO THE DEADLINE.**
- **QUESTIONS WILL NOT BE ANSWERED VIA TELEPHONE OR FAX.**

4 – DELIVERY OF RESPONSE

Responses to this solicitation may be submitted electronically through Periscope S2G (preferred method) or mailed to the address provided below.

SECTION – A
RESPONSE PROCEDURES

City of Clermont Procurement Services Department P.O. Box 120219 Clermont, FL 34712-0219	City of Clermont Procurement Services Department 685 W. Montrose Street Clermont, FL 34711-2119
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Responses submitted early may be withdrawn prior to the deadline by the responder. All responses must remain valid for at least ninety (90) calendar days, and will remain the property of the City. Responses to this solicitation will not be accepted by fax or email.

All responses will be conducted publicly either through online video communication, in person at City Hall, 685 W. Montrose Street, 2nd floor conference room number 232, or as otherwise amended.

(a) Electronic Responses

Electronic responses will be received through a secure digital mailbox at Periscope S2G and will remain unopened until the response due date has passed, as indicated in this solicitation. It is the sole responsibility of the respondent that the response is submitted and received before the due date and time as specified in this document. The City of Clermont is not responsible for delays in transmittal or delays caused by any other occurrence. Please allow sufficient time to complete the response and upload documents into Periscope S2G.

(b) Uploading Electronic Documents

Once the “Place Offer” button has been selected in Periscope S2G, a screen will appear allowing the vendor to enter their response information. There will be an “Upload Attachment” link next to the “Attachments” which is located below the Unit Price box. To upload the attachment, select the “Upload Attachment” link. In the new window that will appear, select the “Browse” button, locate the desired document on hard drive, highlight the document, and select “Open”. In the pop-up Upload Attachment window, the document heading will be shown. Select the “Submit” button to save the uploaded document. The screen will then refresh and the document heading will be shown next to the “Attachments” heading on the Submit Offer page. Once all information is uploaded, click the “Review Response” button at the bottom of the page. A confirmation page will appear where the vendor can review the attachment that have been added to the offer. At the bottom of the confirmation page, vendors can type in their password and click “Confirm & Submit Response”. The offer is then sealed and cannot be viewed by anyone until after the response due date and time.

SECTION – A RESPONSE PROCEDURES

(c) Hardcopy Responses:

Respondents submitting a hardcopy must provide one (1) original response. Responses must be completed in pen (preferably in blue ink) or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above and initial. Any illegible entries, penciled or corrections not initialed, will not be tabulated. Responses must be signed in ink or it will not be considered for award.

Hardcopy responses must be received in a sealed envelope or box with the solicitation number, title and company name clearly marked:

“SOLICITATION NUMBER, SOLICITATION TITLE AND COMPANY NAME”

It is the sole responsibility of the respondent to ensure the timely delivery of the response. The City will not be responsible for the failure of service on the part of the U.S. Postal Service, courier companies, or any other form of delivery chosen by the respondent.

5 – RESPONSE DUE DATE

The deadline to submit a response is Thursday, May 19, 2022 at 2:00 P.M. (EST). This bid will be publicly opened and read through a live Zoom meeting or as otherwise changed by addendum. The Zoom meeting information is provided below:

<https://us06web.zoom.us/j/89746528740?pwd=RTVibXVWVFR3eFpSTHlMTlM5Vytydz09>

Meeting ID: 897 4652 8740

Password: 773506

6 – RESPONSE INFORMATION AS PUBLIC DOCUMENTS

Any and all materials initially submitted or subsequently submitted as part of this solicitation process shall become property of the City and shall be treated as City documents subject to typical practice and/or applicable laws for public records. Otherwise, the City will not distinguish or treat any material received as confidential, proprietary, and/or a trade secret, unless specifically designated as such by the respondent. Furthermore, by submitting a response, the respondent agrees to hold the City harmless for any public use or dissemination of all information submitted through this process.

SECTION – A RESPONSE PROCEDURES

7 – TIMETABLE

The following dates are set forth for information and planning purposes; however the City reserves the right to change the dates as needed. Respondents are advised to closely monitor any potential date changes through the City's web based partner Periscope S2G at <https://prod.bidsync.com/the-city-of-clermont>. (Please note that there is no charge or fee involved for respondents to register and utilize Periscope S2G).

Task	Date
Solicitation Issued Date	April 12, 2022
Newspaper Advertisement	April 13, 2022
Pre-Bid Conference	Not Applicable
Questions Deadline	May 11, 2022 at 3:00 P.M.
Release of Addenda	T.B.D.
Response Due Date (Deadline)	May 19, 2022 at 2:00 P.M. (EST)

8 – RESTRICTION OF COMMUNICATION

Respondents to this solicitation or persons acting on their behalf may not contact, between the issued date of this solicitation and within three (3) business days following the agency posting the notice of intended award, excluding State and Federal holidays, any employee or council members concerning any aspect of this solicitation, except in writing to the Procurement Services Director. Violation of this provision may be grounds for rejecting a response. In addition, respondents are strongly cautioned that inappropriate efforts to lobby or influence individuals or organizations involved in this selection process may result in dismissal from further consideration. The appeals procedures are located in Section E.19 of this solicitation.

9 – RESERVATION OF RIGHTS TO THE CITY

The issuance of this solicitation and the acceptance of responses do not constitute an agreement by the City that it will enter into a contract with a respondent for this project.

The City reserves the right to extend the response due date, request additional information from any and all respondents, reject any and all responses, cancel the project, and/or re-advertise the solicitation. The City reserves the right to disqualify any respondent at the sole discretion of the City.

SECTION – A RESPONSE PROCEDURES

By submitting a response and subsequent information, the respondents waive the right to object to the exercise of the City's right to disqualify a respondent and/or a response, either now or in the future.

10 – RESPONSE EXPENSES

All costs associated with the preparation to this response shall be the sole responsibility of the respondent, including but not limited to document preparation, and any and all travel expenses.

11 – INSURANCE REQUIREMENTS

The selected respondent(s) shall be required to provide proof of insurance within five (5) business days of request, in the amounts indicated below.

All suppliers performing work on City property or public right-of-way shall provide the City a certificate of insurance evidencing the coverage and coverage provisions identified herein. Respondents shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion may require a certified copy of the policy.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

XX	1. General Liability with limits of liability \$500,000 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. Contractual Liability and Contractual Indemnity (Hold harmless endorsement as written in Section-E, Terms and Conditions, No. 35).
XX	2. Automobile Liability - \$500,000 each occurrence – owned/non-owned/hired automobiles included.
XX	3. Workers' Compensation and Employer's Liability per the statutory limits of the State of Florida (\$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease).
	4. Excess Liability - \$_____. 00 per occurrence to follow the primary coverage.
XX	5. The City of Clermont must be named as an Additional Insured with regards to General Liability policies; and it must be stated on the certificate.

SECTION – A
RESPONSE PROCEDURES

	6. Other insurance as indicated: ___ Builders Risk Completed Value \$_____ .00 ___ Longshoreman Insurance (USL&H) \$_____ .00 ___ Garage Keeper Liability \$_____ .00 ___ Garage Liability \$_____ .00 ___ Liquor Liability \$_____ .00 ___ Fire Legal Liability \$_____ .00 ___ Pollution Liability \$_____ .00 ___ Protection and Indemnity \$_____ .00 ___ Employee Dishonesty Bond \$_____ .00 ___ Professional Liability / Errors & Omissions \$_____ .00 ___ Other \$_____ .00
XX	7. Thirty (30) days written cancellation notice required.
XX	8. Best's guide rating B+:VI or better, latest edition or as otherwise acceptable to the City.
XX	9. The certificate must state the solicitation number and title.

12 – CONTRACT PERIOD

This contract shall commence on the first calendar day of the month succeeding approval of the contract by City Council or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the City's Procurement Services Department; and shall be contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twenty-four (24) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Estimated quantities, if stated, are for respondent guidance only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous needs. Said estimated quantities may be used by the City for the purpose of evaluating the low response meeting the specifications.

13 – OPTION TO RENEW

Prior to, or upon completion, of the initial term of this contract, the City shall have the option to renew this contract for four (4) additional twelve (12) month period(s). Prior to completion of each exercised contract term, the City may consider an adjustment to price

SECTION – A

RESPONSE PROCEDURES

based on changes on the U.S. Bureau of Statistics, Consumer Price Index (CPI) for the most recent twelve (12) month period (see http://www.bls.gov/cpi/cpi_dr.htm Current Edition). It is the contractor's responsibility to request in writing any price adjustment under this provision. The contractor's written request for adjustment should be submitted sixty (60) days prior to the anniversary date of the contract. The contractor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant price index change. If no adjustment request is received from the contractor, the City will assume that the contractor has agreed that the optional term may be exercised without price adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The City reserves the right to reject any written price adjustments submitted by the contractor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

14 – SITE VISIT

Not applicable to this solicitation

15 – PERMITS AND REGULATIONS

The respondent shall obtain and pay for all licenses, permits and inspection fees required for this project. Respondent shall comply with all laws, ordinances, regulations, and building code requirements applicable to the work contemplated herein. Successful respondents have the option to apply for permits online. For a complete list of permit types, please visit www.clermontfl.gov and click on Online Permitting on the top, right-hand corner.

16 – APPROVED PRODUCT LIST

Not applicable to this solicitation.

17 – TIE RESPONSES

Should there be a tie between one or more respondents, the tie may be broken and the successful respondent selected by the following criteria presented in order of importance, as determined by the Procurement Services Director, shall be awarded the contract or purchase:

- (1) Quality of the items or services provided if such quality is ascertainable.

SECTION – A RESPONSE PROCEDURES

- (2) Delivery time if provided in the response by the respondents.
- (3) Preference of businesses with drug-free workplace programs as defined in Section 287.087, Florida Statutes.
- (4) The vendor closest to the City of Clermont City Hall located at 685 Montrose Street, as determined by the Procurement Services Director.
- (5) If items 1-4 are not applicable, the tie breaker will be decided by flipping a coin.

18 – BID BOND

Not applicable to this solicitation

19 – PERFORMANCE AND PAYMENT BONDS

Not applicable to this solicitation.

20 – WARRANTY

Respondent shall perform all work in strict accordance with the statement of work in a safe, careful manner and agrees to adhere to the secure facility rules. The respondent warrants that all work shall be free from defects and shall conform as to kind, quality, function, and characteristics of material and workmanship. Warranty period shall be no less than one (1) year from the date of final acceptance of the work by the City. Successful respondent agrees to promptly correct all defects in the work, which develop within a period of one (1) year from the date of final acceptance of the work. Manufacturer's warranty is in addition to this warranty and shall not be construed to replace or circumvent the warranty expressed in this clause. The term "defects" includes defects, deficiencies, faults, or imperfections in the work as determined by the City. Manufacture warranty shall be included along with parts and labor warranty period.

21 – GUARANTEE AGAINST DEFECTS

In addition to all others guarantees, the successful respondent shall be responsible for faulty labor and defective material and equipment within a period of ninety (90) calendar days after acceptance of work by the City. The successful respondent shall promptly correct these deficiencies without cost to the City within thirty (30) calendar days of the City's Project Manager notifying the vendor. Payment in full for the work does not constitute a waiver of guarantee.

22 – PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, sidewalks, trees, shrubbery, and property in which the City has an interest shall be protected against damage or interrupted services

SECTION – A RESPONSE PROCEDURES

at all times by the successful respondent during the term of the work. The successful respondent shall be held responsible for repairing or replacing property to the satisfaction of the City which is damaged by the respondent's operation on the property. In the event the successful respondent fails to comply with these requirements, the City reserves the right to secure the required services and charge the costs of such services back to the successful respondent.

23 – CLEAN UP

The successful respondent shall at all times keep the work area, including storage areas, free from accumulation of waste materials. Before completing the work, the contractor shall remove from the premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the City. Upon completing the work, the respondent shall leave the work area in a clean, neat and orderly condition satisfactory to the City.

24 – CONDITIONS AFFECTING THE WORK AREA

The respondent acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to:

- (a) conditions bearing upon transportation, disposal, handling, and storage of materials;
- (b) the availability of labor, water, electric power, and roads;
- (c) uncertainties of weather or similar physical conditions at the site;
- (d) the conformation and conditions of the ground; and
- (e) the character of equipment and facilities needed preliminary to and during work performance. Any failure of the respondent to take the actions described and acknowledged in this paragraph will not relieve the successful respondent from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the City.

25 – ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice from successful respondent that the work is ready for final inspection and acceptance, the Project Manager and/or Project Architect/Engineer shall, within ten (10) calendar days, make an inspection. If the Project Manager and/or Project Architect/Engineer find the work acceptable, the requisite documents have been submitted and the requirements of the contract documents fully satisfied and all

SECTION – A
RESPONSE PROCEDURES

conditions of the permits and regulatory agencies have been met, a Final Certificate of Payment shall be issued by the successful respondent stating that the requirements of the contract documents have been performed and the work is ready for acceptance under the terms and conditions thereof.

Before issuance of the Final Certificate for Payment, successful respondent shall deliver to the Project Manager and/or Project Architect/Engineer a complete release of all liens arising out of this solicitation, an affidavit certifying that all suppliers and subcontractors have been paid in full and that all other indebtedness connected with the work has been paid. The successful respondent shall submit an invoice, the final corrected as-built drawings and final bill of materials (if required).

Final payment shall be made only after the Project Manager and/or Project Architect/Engineer or designee, have reviewed a written evaluation of the performance of the successful respondent and approved the final payment. The acceptance of final payment shall constitute a waiver of all claims by the successful respondent at the time of the application for final payment.

END OF SECTION – A

SECTION – B STATEMENT OF WORK

The City of Clermont would like to establish a pool of pre-qualified companies to create a citywide repair and maintenance agreement for various job classifications and for various departments, on an as-need-basis. Entry in the pre-qualifications pool is acknowledgement that respondent satisfies the pre-qualification criteria stated in this solicitation. The services for each proposed work/project must not exceed \$24,999.

It will be the sole prerogative of the City as to the number of vendors who will be initially included under the contract. The City reserves the right to add or delete vendors during the term of the contract as it deems necessary in its best interest. The City reserves the right to add vendors on a competitive basis per category. If the City elects to add vendors, they must meet the same minimum qualifications established for the original solicitation.

Awarded respondents must be fully competent in one or more sections specified below. In addition, each respondent must submit documents that provide evidence of capability to provide the services listed below. Awarded respondents must provide a fixed price for proposed work/project and time of completion to the City's Project Manager for approval. Successful respondents must provide sufficient number of qualified people or as required by the City's Project Manager to perform the work. Awarded respondents must show proof of receipt for materials purchased pertaining to each project when applicable. All materials reimbursed by the City will become the property of the City. Materials may be purchased by the City at its own discretion.

Job Classification:

1. Electrical
2. Plumbing
3. Flooring
4. Painting
5. Roof Repair
6. HVAC Repair
7. Drywall Installation / Repair
8. Concrete Minor Repair / Installation
9. Window Repair / Replacement
10. Door Repair / Replacement
11. Sod Installation / Replacement
12. Asphalt / Road Repair

It is the intent of the City to secure the services identified above from respondents that are licensed and insured, as well as to provide these services in accordance with industry standards, Federal, State, and Local Government regulations and guidelines on an as required basis. For information regarding licenses and permits please visit www.clermontfl.gov and click on Online Permitting on the top right-hand corner on the

SECTION – B STATEMENT OF WORK

screen. Unless specified otherwise, the awarded respondents must coordinate and obtain permits and inspection for all jobs when necessary.

1 – DESCRIPTION OF CLASSIFICATIONS

Awarded respondents must be fully competent in one or more job classifications specified below. Successful respondents must provide sufficient number of qualified employees to perform the work.

- 1 Electrical:** This section provides for labor, material, tools, and equipment to install and repair electrical systems including free standing overhead lighting, underground service, load calculations, and associated accessories and parts.
 - All work must be performed in accordance with all electrical codes and industry practices and procedures.
 - All materials must be delivered to the project site free of damages and defects.
 - Project site must be left clean and free of construction debris at the end of the each work day.

- 2 Plumbing:** This section provides for labor, material, tools, and equipment required to install and repair plumbing.
 - All work must be performed in accordance with standard practices and procedures of the industry or trade.
 - All floor drains must include trap primers as specified.
 - All materials must be delivered to the project site free of damages and defects.
 - Project site must be left clean and free of construction debris at the end of the each work day.

- 3 Flooring (Carpeting, Ceramic Tile, Acoustic Ceiling Tile):** This section provides for labor, material, tools, and equipment required to remove and install floor covering (e.g.: carpet, tile, etc.).
 - Carpeting:** Work includes removal, disposal, floor preparation and installation of carpet and accessories as specified by the City.
 - Ceramic Tile:** Work includes ceramic and porcelain tile, glazed or unglazed, and sizes as indicated. Includes primers, adhesives, grout, sealants and leveling compounds.
 - Ceiling Tile:** Provides for the installation of 24" x 24" suspended ceiling system with all their components, accessories and parts to provide a clean and

SECTION – B

STATEMENT OF WORK

complete installation in accordance with standard practices and procedures of the industry.

- Work in all categories work must be performed in accordance with the respective industry standards and practices.
- All materials must be delivered to the project site free of damages and defects.
- Finished product must be clean and free of construction scraps and markings.
- Ceiling tile units to be 24" x 24" plenum rated. Tiles of a pattern to be selected by the City.
- Project site must be left clean and free of construction debris at the end of the each work day.

4 Painting: This section surface preparation, painting, and finishing of exposed interior and exterior items and surfaces in addition to shop painting and finishes. Manufacturer's prefinished surfaces are excluded from this section.

- All materials must be delivered to the project site free of damage and defects and in original containers.
- Painting will include wood surfaces, cement surfaces, ferrous metals, aluminum, masonry, and galvanized surfaces.
- All painting to be done in accordance with the manufacturer's recommended procedures and the standard practices and procedures of the industry.
- Project site must be left clean and free of construction debris at the end of each work day.
- The contractor is responsible for assuring the correct color of paint is utilized.

5 Roof Repair: This section provides labor, material, equipment and tools to provide roof repair, thermal insulation, and surface sealants. Project site must be left clean and free of construction debris at the end of each work day.

Roofing: Roof materials shall be installed in accordance with standard industry practices and procedures to provide a leak free installation. Shingle roofing systems shall be installed in accordance with the manufacturer's recommendations.

Metal Roofing: Design, provide and install metal roof panels and all associated parts, pieces, accessories, anchors, subgirts, sheathing, minimum insulation R-19, trim, and flashing related to metal roof installation. Roofing may be standing seam corrugated or other configuration as indicated in the quote request.

SECTION – B STATEMENT OF WORK

Built-Up Tar and Gravel: Built-up tar gravel shall consist of a conventional 4-ply built-up tar and gravel assembly applied in accordance with manufacturer's recommendation and industry standards and practices.

Insulation: Insulation shall be provided to satisfy the requirements of Florida building code Chapter 13 unless directed otherwise.

Caulking: All caulking shall be applied in accordance with the manufacturer's recommendations and industry standards and procedures to provide a continuous waterproof seal. All exterior caulking materials must be single component silicone rubber sealant and must be compatible with the substance involved to insure firm and continuous bonding between the surfaces for the entire length of the joint. All other caulking material may be one part polyurethane based, air-curing, sealant compound applied in accordance with the manufacturer's recommendations.

Sealants: All building exterior wall sealants shall be clear silicone based products applied in accordance with the manufacturer's recommendations.

6 HVAC Repair: This section provides labor, material, equipment and tools to install and repair heating, air conditioning and ventilation.

- All work must be done in accordance with the current standard practices and procedures of the industry or trade.
- All controls must be seven day programmable thermostats with auto change over, programmable fan, with occupant lockout and temperature calibration.
- Project site must be left clean and free of construction debris at the end of each work day.

7 Drywall Repair / Installation: This section provides labor, material, equipment and tools required to finish, install and repair drywall.

- Drywall construction includes utilizing steel framing of furring members with gypsum board attached with screws for both walls and ceilings in accordance with the standard practices and procedures of the industry.
- Provide fire-resistance rated assemblies as required, in accordance with the prevailing building codes.
- Provide regular, type X, water resistant or tapered in thickness as indicated.
- Project site must be left clean and free of construction debris at the end of each work day.
- When applicable, wall texture is to match existing area.

SECTION – B STATEMENT OF WORK

- 8 Concrete Minor Repair / Installation:** This section provides labor, material, equipment and tools for the forming and placement of concrete.
- All work must meet or exceed all applicable codes.
 - Concrete/forming to include sidewalks, curbing, driveways and similar type of work.
 - Project site must be left clean and free of construction debris at the end of each working day.
 - All work must be performed in accordance with the current standard practices and procedures of the industry or trade.
 - Responsible for temporary traffic control at job site.
- 9 Window Repair / Replacement:** This section provides labor, material, equipment and tools to install, repair and replace exterior windows with associated hardware, glass and glazing.
- Provide windows in accordance with all code requirements including hurricane design. Safety glass must be provided when required by County Code.
 - Provide glass and glazing manufactured, fabricated, and install to withstand thermal movement, wind loading and impact loading to meet correct code without failure including loss or breakage of glass, failure of the sealants, or gaskets to remain watertight and airtight.
 - Provide certification for insulating glass.
 - All installations must be in accordance with standard practices and procedures for glazing and safety glazing.
 - Project site must be left clean and free of construction debris at the end of each work day.
- 10 Door Repair / Replacement:** This section provides labor, material, equipment and tools to install wood, metal or composition, interior and exterior doors with the associated hardware.
- Steel Doors – Provide steel doors and frames complying with steel door standard manufacturing procedures and practices including priming, painting, and mortised for door hardware as directed.
 - Wood Doors – Provide flush solid core wood doors with veneer faces mortised for door hardware as directed. Locksets shall be provided by owner.
 - Project site must be left clean and free of construction debris at the end of each work day.

SECTION – B STATEMENT OF WORK

11 Sod Installation / Replacement: This section provides labor, material, equipment and tools to install and replace sod at various locations throughout the City. All sod required for the completion of the work/project will be provided by the City.

- All work must be performed in accordance with current standard practices and procedures of the industry or trade.
- Project site must be left clean and free of debris at the end of each work day.

12 Asphalt / Road Repairs: This section provides labor, material, equipment and tools for the construction and replacement of asphalt road and stripping/pavement markings.

- All work must meet or exceed all applicable codes.
- Project site must be left clean and free of debris at the end of each work day.
- All work must be performed in accordance with current standard practices and procedures of the industry or trade.
- All road striping/pavement markings, if applicable, must be completed in a timely manner.
- All MOT/TTC will be the responsibility of the respondent.
- Permits required for the assigned work must be acquire prior to commencement of work. Proof of such permits must be provided.

2 – PROCEDURES FOR JOB SELECTION

The City's Project Manager will select one company from the pre-qualified pool based on the needed job classification and provide the job requirements for a fixed cost estimate. The price provided under the job classification must include an estimated time of completion and materials (when applicable) to perform the work.

The selected respondent must leave the worksite in neat and orderly fashion at the end of each work day. All wire, rubbish, scrap, etc., must be transported from the premises and must not be deposited in dumpsters owned by the City. **The selected respondent must not proceed with any project until a purchase order has been issued.**

Selected respondents are cautioned to not obstruct means of emergency exit or entrances or disable life safety systems during the work/project.

SECTION – B
STATEMENT OF WORK

3 – CONTRACTOR SUPPLIED MATERIALS

Materials purchased by the respondent and incorporated in the work/project will be reimbursed at invoice cost including any freight cost and excluding sales tax. A markup material will be paid on the invoice cost of the materials. The markup will be based on the material markup percentage specified in Section C of this solicitation. A copy of the invoice for products purchased by the respondent must accompany all invoices submitted to the Project Manager for proper payment. **Failure to provide proof of purchase will result in no payment by the City.**

Materials from the respondent stock and incorporated into the work/project will be reimbursed at cost. The respondent may use either of the following methods for determining cost: a pre-approved price list or vendor's supplier's latest invoice. If the respondent supplier's latest invoice is used, the invoice must be dated prior to use of the material. If such an invoice is not applicable, either a written quotation from the supplier or the supplier's price list must be used to establish and substantiate the price.

All materials purchased by the City will remain the property of the City.

END OF SECTION – B

SECTION – C
PRICE SCHEDULE

NOTE: The respondent must, by completing the appropriate blocks below, identify which trades specialty classification for which pre-qualification is sought. All respondents are to show proof of receipt for materials purchased pertaining to each project. All materials reimbursed by the City will become the property of the City. Materials may be purchased by the City at its own discretion.

Job Classification	Straight Time Hourly Rate	Overtime Hourly Rate	Material Markup %
1. Electrician			
Helper Assistant (if needed)			
2. Plumber			
Helper Assistant (if needed)			
3. Flooring			
Helper Assistant (if needed)			
4. Painter			
Helper Assistant (if needed)			
5. Roof Repair			
Helper Assistant (if needed)			
6. HVAC Repair			
Helper Assistant (if needed)			
7. Drywall Installation / Repair			
Helper Assistant (if needed)			

SECTION – C
PRICE SCHEDULE

8. Concrete Minor Repair / Installation			
Helper Assistant (if needed)			
9. Window Repair / Replacement			
Helper Assistant (if needed)			
10. Door Repair / Replacement			
Helper Assistant (if needed)			
11. Sod Installation / Replacement	Estimated Qty.	Square Foot Price	
Bahia Grass	0 – 5,000 SF		
Bahia Grass	5,001 – 10,000 SF		
St. Augustine Grass	0 – 5,000 SF		
St. Augustine Grass	5,001 – 10,000 SF		
12. Asphalt / Road Repairs	Estimated Qty.	Price Per SY	
	0 – 250 SY	\$ _____	

SECTION – C
PRICE SCHEDULE

By signing below, the respondent agrees to all terms, conditions, and specifications as stated in this solicitation, and is acting in an authorized capacity to execute this response. The respondent also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

Respondent Information and Signature	
Company Name (print): _____	
Street Address: _____	
Mailing Address (if different): _____	
Telephone: _____	Fax: _____
Email: _____	Payment Terms: _____ % _____ days, net _____
FEIN: _____ - _____	Professional License No.: _____
Signature: _____	Date: _____
Print Name: _____	Title: _____
Does the respondent accept payment using the City's MASTERCARD? ☐ Yes ☐ No	

END OF SECTION – C

SECTION – D EVALUATION PROCESS

1 – AWARD

Award will be made to no more than three (3) qualified respondents who submit the lowest price per job classification and is judged to provide the best value to the City. The City reserves the right to add or delete vendors during the term of the contract as it deems necessary in its best interest. The City reserves the right to add vendors on a competitive basis per category. All vendors must meet the same criteria established for the original solicitation. In determining the lowest qualified respondent, the following minimum qualifications will be considered:

MINIMUM QUALIFICATIONS

1. A minimum of three (3) years' experience is required in the classification you are proposing. The respondent must provide a list of work successfully performed similar to the requirements set forth in Section B, Statement of Work. Respondent must include the scope of work, duration, and state if the project was completed on time and within budget.
2. The respondent must hold a valid business license issued by the State, County or Examining Board for their particular specialty. Provide evidence of all licenses and certification that the respondent holds. Failure to provide proof of license and certifications may result the bid being non-responsive. All respondents must provide proof of insurance as specified in Section A.12 of this solicitation.
3. Submit fair and reasonable hourly labor rate and material markup percent provided in Section C, Price Schedule. The City holds the sole right to determine fair and reasonable labor rates and material markup based on current market condition and knowledge of the local labor rates.
4. Provide a three (3) year claims/litigation history and status.
5. List the phone number of the respondent's project manager and key personnel. Provide a list of subcontractors (if any) that may be used to perform the work.
6. The ability, capacity and skill of the respondent to perform the work within the time specified, without delay or interference, including but not limited to, any issue related to performance on prior contracts between the respondent and the City.

END OF SECTION – D

SECTION – E

TERMS AND CONDITIONS

1 – MODIFICATIONS / WITHDRAWALS OF SUBMITTALS

Prior to the solicitation due date, a respondent may change its response by submitting a new response with a modification letter replacing the original response. The modification letter must be on the company's letter head and signed by an authorized agent of the company. Modifications received after the response due date and time will not be considered. A solicitation may be withdrawn at any time prior to the solicitation due date by issuing a written notice. The written notice must be addressed to and received by the Procurement Services Director, prior to the solicitation due date. A solicitation may also be withdrawn after the solicitation due date but before recommendation of award, by submitting a withdrawal letter to the Procurement Services Director. The withdrawal letter must be on a company letterhead, signed by an authorized agent of the company, and address the reason(s) for the withdrawal after the solicitation due date. The City may, at its sole discretion, accept or deny any modification or withdrawal request.

2 – RESPONSE POSTPONEMENT / CANCELLATION / REJECTION

The City may, at its sole discretion, reject any and all, or parts of any and all, responses; re-advertise this solicitation; postpone or cancel, at any time, this response process; or waive any irregularities in the solicitation or in any responses received as a result of this solicitation.

3 – CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders must be approved in writing by the City prior to the work commencing unless the delay in receiving City approval causes threat to the public health, safety or welfare or will result in significant additional cost to the City due to delay. Under any circumstance, work to be performed under the change order shall not begin until all written approvals have been received. Any work completed by the contractor without required written approvals will be the sole responsibility of the contractor, not the City.

4 – ADDENDA

Any interpretations, corrections, or changes to this solicitation will be made by addenda. Sole issuing authority shall be vested in the City of Clermont Procurement Services Department. Addenda will be sent to all who are known to have received a copy of this solicitation. If the addenda contain changes to the specification or solicitation form, prospective respondents shall acknowledge receipt of all addenda or they will be declared non-responsive.

5 – CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between documents, the order of precedence shall be as follows:

1. Any agreement or contract resulting from the award of this solicitation (if applicable).
2. Addenda released for this solicitation, with the latest addendum taking precedence.
3. The solicitation.
4. The awardees' response.

It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the response due date.

6 – MISTAKES

Respondents are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to the solicitation. Failure of the respondent to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the City.

7 – TIE RESPONSES

The award on tie responses will be decided by the Procurement Services Director in accordance with the provisions of the Purchasing Procedures. Please be advised that in accordance with Chapter 287.087, Florida Statutes, regarding tie responses, preference will be given to respondents certifying that they have implemented a drug-free workplace program.

SECTION – E

TERMS AND CONDITIONS

8 – PAYMENT TERMS AND DISCOUNT

Payment will be made by the City after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or purchase order. Invoices must bear the purchase order, contract number, or both when available, and shall be submitted to the ordering department. Payment terms will be considered to be Net-30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified. If a contractor offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice at the office specified.

9 – DELIVERY

Delivery time shall be calculated in calendar days from the issuance date of purchase order. Unless otherwise stipulated in the contract, delivery time shall be between 9:00 a.m. and 4:00 p.m. Eastern Standard Time, Monday through Friday except City Holidays. However, goods' required for daily consumption, or where the delivery is an emergency, or is overdue, the convenience of the City shall govern. If, in calculating the number of calendar days from the purchase order date, the delivery falls on a Saturday, Sunday, or City Holiday, delivery shall be made no later than the next business day. Unless otherwise specified in the solicitation, all prices shall be F.O.B. Destination. Freight shall be included in the price. Substitution of shipments of any kind will not be accepted. Respondents are expected to furnish the brand quoted in their response once awarded. Any substitute shipment will be returned at the respondent's expense.

10 – INSPECTION & ACCEPTANCE OF TITLE

Inspection and acceptance will be at destination unless otherwise provided in this solicitation. Title to/or risk of loss, or damage to all items, shall be the responsibility of the successful respondent until acceptance by the buyer/department.

11 – PACKAGING

Unless otherwise stated in the Special Provisions, Pricing Section or Addenda, deliveries must consist only of new and unused goods and shall be the current standard production model available at the time of the response due date. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items shall bear a label, imprint, or other legible markings stating the name of the manufacturer or supplier, purchase order number, and any other markings required by the specifications.

12 – SAMPLES

Samples or inspection of product, may be requested to determine suitability after the solicitation due date and should be received within seven (7) working days of request. Samples of items, when required, must be furnished free of expense to the City. Samples, if not destroyed, will be returned upon request at the respondent's expense. Respondents will be responsible for the removal of all samples furnished within thirty (30) days after solicitation due date. All samples will be disposed of after thirty (30) days.

13 – QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this solicitation shall be new. The items must be new, latest model, of the best quality, and highest grade workmanship.

14 – NON-CONFORMANCE

Items may be tested for compliance with specifications. Item delivered, not conforming to specifications may be rejected and returned at respondent's expense. These items and items not delivered, as per delivery date in response or purchase order, may be purchased on the open market. Any increase in cost may be charged against the respondent. Any violation may result in respondent's name being removed from the vendor registration list and/or departments being advised not to do business with the respondent.

15 – TAXES

The City of Clermont is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Successful respondent shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The respondent is responsible for reviewing the pertinent Florida Statutes involving the sales tax and complying with all requirements.

SECTION – E

TERMS AND CONDITIONS

16 – CONTINGENCY FEES

By submitting a response to this solicitation, the respondent certifies that no contingency fees (sometimes known as finder's fee) has been paid to any person or organization other than bona-fide employee working solely for the respondent to secure a contract pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment.

17 – OTHER GOVERNMENTAL ENTITIES

With the consent of the respondent, other governmental entities may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein. Prices shall be F.O.B. delivered to the requesting government entity.

18 – PUBLIC RECORDS

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Respondents are hereby notified that all information submitted as part of a response to this solicitation will be subject for public inspection upon award in compliance with Chapter 119.01, Florida Statutes. The respondent should not submit any information in response to this solicitation which the respondent considers proprietary or confidential. The submission of any information to the City, in connection with this solicitation, shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt, or confidential, under Chapter 119.01, Florida Statutes.

19 – APPEALS PROCEDURES

Any prospective respondent may only appeal any determination, decision or recommendation of the Procurement Services Director, in accordance herewith. All appeals must be in writing and sent via certified mail or delivered in person to the City Manager within three (3) business days of issuance of such determination, decision or recommendation. The City Manager shall administer the appeal and shall render a decision within seven (7) business days of receiving the appeal. All appeals must set forth the specific reason and facts concerning the dispute. Any appeal based exclusively on disagreement with the technical judgment of evaluators is subject to summary rejection unless there is clear and convincing evidence of arbitrary or capricious action in that regard. In the event of a timely appeal, the City shall not proceed further with the solicitation or with the award of bid/contract unless the City Manager, after consultation with the Director of the using department(s) or division(s), forwards to the City Council a written request to award the bid/contract without delay in order to protect the public health, safety or general welfare and City Council approves said request.

20 – RULES, REGULATION, LICENSING REQUIREMENTS

Respondents are expected to be familiar with and comply with all Federal, State and local laws, ordinances, codes, and regulations that may in any way affect the services offered. Ignorance on the part of the respondent will in no way relieve it from responsibility for compliance.

21 – DEFAULT

Failure or refusal of a respondent to execute a contract upon award by the City Council, or untimely withdrawal of a response before such award is made and approved, may result in forfeiture of that portion of any surety required as liquidated damages to the City; where surety is not required, such failure may result in a claim for damages by the City and may be grounds for removing the respondent from the City's vendor list.

22 – CONFLICT OF INTEREST

No contract will be awarded to a respondent who has City officials, officers or employees affiliated with it, unless the respondent has fully complied with current Florida Statutes and City Ordinances related to this issue. All respondents must disclose with their response the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, child) who is also an employee of the City. Further, all respondents must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the respondent or any of its affiliates. Failure to disclose any such affiliation will result in disqualification of the response and prohibition of engaging in any future business with the City.

SECTION – E

TERMS AND CONDITIONS

23 – RESPONSIBILITY

Before submitting responses, each prospective respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will not relieve the successful respondent from any obligation to comply with every detail, provisions, and requirements of the solicitation and resulting contract documents. In addition, failure to make such investigations and examinations will not be accepted as a basis for any claims whatsoever, or any monetary consideration on the part of the respondent.

24 – RELATION OF CITY

It is the intent of the parties hereto that the successful respondent be legally considered to be an independent respondent and that neither the respondent nor the respondent's employees and agents shall, under any circumstances, be considered employees or agents of the City.

25 – PRIME CONTRACTOR

The respondent awarded a contract shall act as the prime contractor for all required items and services and shall assume all responsibility for the procurement of such items or services. The contractor shall be considered the sole point of charges and meeting all requirements of this solicitation. All subcontractors will be subject to advance review by the City in regards to competency and security concerns. After the award of the contract, no change in subcontractors will be made without the consent of the City. The contractor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the City may require the contractor to provide any insurance certificates required by the work to be performed.

26 – COLLUSION

Where two (2) or more related parties each submit a response for the same solicitation, such response shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such responses. Related parties shall mean respondents or the principals thereof which have a direct or indirect ownership interest in another respondent for the same contract or in which a parent company or the principals thereof of one (1) respondent have a direct or indirect ownership interest in another respondent for the same solicitation. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment, shall also be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusion may be terminated for default.

27 – PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 of the Florida Statutes, for CATEGORY TWO (\$25,000.00) for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a response to this solicitation, the respondent is certifying that it is eligible for award under this solicitation pursuant to Chapter 287.132 and 287.133 Florida Statutes.

28 – ASSIGNMENT

Successful respondent shall not enter into any sub contract, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its right, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the City. Any unauthorized assignment may constitute a default by the successful respondent.

SECTION – E

TERMS AND CONDITIONS

29 – INDEMNIFICATION

The successful respondent shall be required to agree to indemnify and hold harmless the City and its council, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorney fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful consultant, its employees, or agents in connection with the performance of service pursuant to the resultant contract. The successful respondent shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the City in the defense of such claims and losses, including appeals.

30 – TERMINATION FOR DEFAULT

If through any cause, the successful respondent fails to fulfill in a timely manner or otherwise violate any of the covenants, agreements, or stipulations material to the contract, the City shall have the right to terminate the services remaining to be performed by giving written notice to the successful respondent of such termination. Termination for default shall become effective upon the date specified in the written notice. In that event, the City shall compensate the successful respondent in accordance with the contract for all services performed by the respondent prior to the termination date, net of any costs incurred by the City as a consequence of the default. The successful respondent shall not be relieved of liability to the City for damages sustained by the City by breach of contract by the respondent. The City may reasonably withhold payments to the successful respondent for the purposes of set off until such time as the exact amount of damages due the City from the successful respondent is determined.

31 – TERMINATION FOR CONVENIENCE

The City may, for its convenience, terminate the services then remaining to be performed at any time without cause by giving written notice to successful respondent of such termination, which shall become effective thirty (30) days following receipt by respondent of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the agreement is terminated by the City as provided in this section, the City shall compensate the successful respondent in accordance with the agreement for all services actually performed by the successful respondent and reasonable direct costs of successful respondent for assembling and delivering to City all documents. No compensation shall be due to the successful respondent for any profits that the successful respondent expected to earn on the balance of the agreement. Such payments shall be the total extent of the City's liability to the successful respondent upon a termination as provided for in this section.

32 – TEMINATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a contractor is limited to the availability of funds appropriated in a current fiscal period. Continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

33 – FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems, and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

34 – PAYMENT & PERFORMANCE BONDS

If a Payment & Performance Bond is required in Section A, the contractor shall, within ten (10) calendar days from Notice of Award, furnish to the City a Payment & Performance Bond payable to the City of Clermont, Florida, in the face amount specified herein as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing bond. The Payment and Performance Bond must be executed by a surety company of recognized standing, licensed to do business in the State of Florida and having a resident agent.

SECTION – E

TERMS AND CONDITIONS

35 – LIABILITY, INSURANCE, LICENSES, AND PERMITS

Where the successful respondent is required to enter or go into City of Clermont property to deliver materials, perform work or services as a result of an award, the respondent will assume the duty, obligation, and expense of obtaining all necessary licenses, permits, and insurance. Successful respondent shall obtain, provide, and maintain during the term of the contract the types and amounts of insurance indicated in Section A “Insurance Requirements”. Insurance shall be maintained with insurers licensed to sell insurance in the State of Florida and have a B+, VI, or higher rating in the latest edition of A.M. Best’s insurance guide. Successful respondent(s) shall name the City of Clermont as an additional insured on all liability policies required as a result of an award. When naming the City of Clermont as an additional insured, the insurance company hereby agrees and endorses the policies, to state that the City will not be liable for the payment of any premiums or assessments. Successful respondent failure to procure or maintain required insurance program shall constitute a material breach of agreement under which City may immediately terminate the award or contract.

All work performed shall comply with applicable County and municipal code requirements, as well as the Florida Building Code. The successful respondent shall be liable for any damages or loss to the City, occasioned by negligence of the respondent, agent, or any person the respondent has designated in the completion of the contract as a result of this solicitation.

36 – LAWS / ORDINANCES

Respondents are expected to be familiar with and comply with all Federal, State, local and municipal laws, ordinances rules and regulations that may, in any way affect the services offered. Ignorance on the part of the respondent will in no way relieve it from responsibility for compliance.

37 – LITIGATION VENUE

The contractual parties waive the privilege of venue and agree that all litigation between them in the State courts shall take place in Lake County, Florida and that all litigation between them in the federal courts shall take place in Central Florida.

38 – PATENTS AND ROYALTIES

The contractor, without exception, shall indemnify, save harmless, and defend the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted or un-patented invention, process, or article manufactured or used in the performance of the contract. If the contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the response prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

39 – RECYCLE CONTENT

In addressing environmental concerns, the City of Clermont encourages responses containing items with recycled content. When submitting a response containing items with recycled content, the respondent shall provide documentation adequate for the City to verify the recycled content. The city prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the solicitation, the City may give preference to responses containing items manufactured with recycled material or packaging that is able to be recycled.

40 – OSHA

The respondent warrants that the product supplied to the City of Clermont shall conform in all aspects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended. The failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the respondent.

41 – E-VERIFY

All contractors and subcontractors must utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

SECTION – E

TERMS AND CONDITIONS

1. All persons employed by the contractor during the term of the contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the contractor to perform work pursuant to the contract with the City Department.

The contractor and subcontractors hereby acknowledge and agree to adhere to the provisions of Section 448.095, Florida Statutes (2020), as amended from time to time. Failure to comply with Section 448.095, F.S. will result in termination of the contract. The contractor will not be awarded another City contract for at least one (1) year from the date of contract termination and the contractor will be liable for any additional costs incurred by the City as result of contract termination.

END OF SECTION E

SECTION – F
CONFLICT OF INTEREST DISCLOSURE

I HEREBY CERTIFY that:

1. I (*printed name*) _____ am the
(*title*) _____ and the duly authorized
representative of the firm of (*Firm Name*) _____ whose
address is _____, and that
I possess the legal authority to make this affidavit on behalf of myself and the firm for
which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts
of interest, real or apparent, due to ownership, other clients, contracts, or interests
associated with this project; and,
3. This proposal is made without prior understanding, agreement, or connection with
any corporation, firm, or person submitting a proposal for the same services, and is
in all respects fair and without collusion or fraud.

EXCEPTIONS (List if any):

Print Name: _____

Company Name: _____ Date: _____

END OF SECTION F

SECTION – G
DRUG-FREE WORKPLACE

The undersigned respondent hereby acknowledges that:

1. _____ the respondent has a drug free workplace policy as identified in the company policy attached to this certification.

AND/OR

2. _____ the respondent has a drug free workplace policy that is in compliance with Chapter 287.087, Florida Statutes.

AND/OR

3. _____ the respondent has a drug free workplace policy that is in compliance with the outline below:

- a) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the respondent's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- b) Establishing a continuing drug-free awareness program to inform its employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The respondent's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (a);
- d) Notifying all employees, in writing, of the statement required by subparagraph (a), that as a condition of employment on a covered contract, the employee shall:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five (5) days after such conviction.
- e) Notifying the City of Clermont in writing within 10 calendar days after receiving notice under subdivision (d) (ii) above, from an employee or otherwise receiving

SECTION – G
DRUG-FREE WORKPLACE

actual notice of such conviction. The notice shall include the position title of the employee;

- f) Within 30 calendar days after receiving notice under subparagraph (d) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - i. Taking appropriate personnel action against such employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (a) through (f).

OR

4. _____ the respondent does not currently have a drug free workplace policy but is willing to comply with the requirements as specified in no. 3.

(Respondent's Name)

STATE OF _____

COUNTY OF _____

END OF SECTION G

SECTION – H
SUPPLEMENTAL QUESTIONNAIRE

Respondent's Name: _____

Official Representative: _____

Principal Office Address: _____

Select one: ____ Individual ____ Partnership ____ Corporation

If a Corporation, answer this:

When Incorporated: _____ In what State: _____

President's Name: _____ Vice-President's Name: _____

Treasurer's Name: _____

Members of Board of Directors

If a Partnership, answer this:

Date of organization: _____

General or Limited Partnership*: _____

Name and Address of Each Partner:

NAME / ADDRESS

_____/_____
_____/_____
_____/_____

1. How many years has your organization been in business under the present business name? _____
2. Does your organization have current occupational licenses entitling it to do the work/service contemplated in this solicitation?
Yes () No () If no, please explain:

SECTION – H
SUPPLEMENTAL QUESTIONNAIRE

3. Please state license(s) type and number:

Include copies of above license and certificates with response.

4. Have you ever had a contract terminated due to failure to comply with contractual specifications?

Yes () No () If yes, state where and why:

5. Person or persons interested in this solicitation have ____ have not ____ been convicted by a Federal, State, County, or Municipal Court of any violation of law, other than traffic violations.

Explain any convictions:

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

A. List all pending lawsuits:

B. List all judgments from lawsuits in the last five (5) years:

C. List any criminal violations and/or convictions of the respondent and/or any of its principals:

7. **Conflicts of Interest.** The following relationships are the only potential, actual, or perceived conflicts of interest in connection with this proposal: (If none, state same.)

SECTION – H
SUPPLEMENTAL QUESTIONNAIRE

The respondent understands that information contained in this form will be relied upon by the City in making an award recommendation and such information is warranted by the respondent to be true. The undersigned respondent agrees to furnish such additional information, prior to award recommendation. The respondent further understands that the information contained in this form may be confirmed through a background investigation conducted by the City of Clermont Police Department. By submitting this questionnaire the respondent agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

IF INDIVIDUAL:

Print Name _____
Date _____

IF PARTNERSHIP:

Print Name _____
Date _____

General Partner

Print Name _____
Date _____

IF CORPORATION:

Print Name of Corporation _____

Print Name of President _____ Company Address _____

Date _____

END OF SECTION H

SECTION – I
WORK REFERENCES

Respondents shall furnish the names, addresses, and telephone numbers of a minimum of four (4) companies or government organizations for which the respondent is currently furnishing or has furnished similar services.

Company Name: _____

Address, City, State, Zip: _____

Telephone
No.: _____ Fax No.: _____

Email: _____

Type of Service: _____

Dates of Service: _____

Company Name: _____

Address, City, State, Zip: _____

Telephone
No.: _____ Fax No.: _____

Email: _____

Type of Service: _____

Dates of Service: _____

Company Name: _____

Address, City, State, Zip: _____

Telephone
No.: _____ Fax No.: _____

Email: _____

Type of Service: _____

Dates of Service: _____

Company Name: _____

Address, City, State, Zip: _____

Telephone
No.: _____ Fax No.: _____

Email: _____

Type of Service: _____

Dates of Service: _____

END OF SECTION

SECTION – C
PRICE SCHEDULE

NOTE: The respondent must, by completing the appropriate blocks below, identify which trades specialty classification for which pre-qualification is sought. All respondents are to show proof of receipt for materials purchased pertaining to each project. All materials reimbursed by the City will become the property of the City. Materials may be purchased by the City at its own discretion.

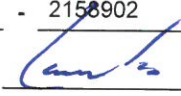
Job Classification	Straight Time Hourly Rate	Overtime Hourly Rate	Material Markup %
1. Electrician	N/A	N/A	
Helper Assistant (if needed)			
2. Plumber	N/A	N/A	
Helper Assistant (if needed)			
3. Flooring	N/A	N/A	
Helper Assistant (if needed)			
4. Painter	N/A	N/A	
Helper Assistant (if needed)			
5. Roof Repair	N/A	N/A	
Helper Assistant (if needed)			
6. HVAC Repair	88.00	132.00	25%
Helper Assistant (if needed)	68.00	98.00	
7. Drywall Installation / Repair	N/A	N/A	
Helper Assistant (if needed)			

**SECTION – C
PRICE SCHEDULE**

8. Concrete Minor Repair / Installation	N/A	N/A	
Helper Assistant (if needed)			
9. Window Repair / Replacement	N/A	N/A	
Helper Assistant (if needed)			
10. Door Repair / Replacement	N/A	N/A	
Helper Assistant (if needed)			
11. Sod Installation / Replacement	Estimated Qty.	Square Foot Price	
Bahia Grass	0 – 5,000 SF	N/A	
Bahia Grass	5,001 – 10,000 SF	N/A	
St. Augustine Grass	0 – 5,000 SF	N/A	
St. Augustine Grass	5,001 – 10,000 SF	N/A	
12. Asphalt / Road Repairs	Estimated Qty.	Price Per SY	
	0 – 250 SY	\$ N/A	

SECTION – C
PRICE SCHEDULE

By signing below, the respondent agrees to all terms, conditions, and specifications as stated in this solicitation, and is acting in an authorized capacity to execute this response. The respondent also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

Respondent Information and Signature	
Company Name (print):	Air Mechanical and Service Corporation
Street Address:	325 Anchor Rd. Casselberry FL 32707
Mailing Address (if different):	N/A
Telephone:	407-699-5449
Fax:	407-699-0690
Email:	Lance@amsco-ac.com
Payment Terms:	0 % 0 days, net 30
FEIN:	59 - 2158902
Professional License No.:	CMC1250221, CGC1522709
Signature:	 Date: 5/19/2022
Print Name:	Lance Gorney
Title:	Vice President
Does the respondent accept payment using the City's MASTERCARD? ☒ Yes ☐ No	

END OF SECTION – C

SECTION – C PRICE SCHEDULE

NOTE: The respondent must, by completing the appropriate blocks below, identify which trades specialty classification for which pre-qualification is sought. All respondents are to show proof of receipt for materials purchased pertaining to each project. All materials reimbursed by the City will become the property of the City. Materials may be purchased by the City at its own discretion.

Job Classification	Straight Time Hourly Rate	Overtime Hourly Rate	Material Markup %
1. Electrician	\$ 80.00	\$ 120.00	25%
Helper Assistant (if needed)	\$ 35.00	\$ 52.50	
2. Plumber			
Helper Assistant (if needed)			
3. Flooring			
Helper Assistant (if needed)			
4. Painter			
Helper Assistant (if needed)			
5. Roof Repair			
Helper Assistant (if needed)			
6. HVAC Repair			
Helper Assistant (if needed)			
7. Drywall Installation / Repair			
Helper Assistant (if needed)			

SECTION – C
PRICE SCHEDULE

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Respondent Information and Signature	
Company Name (print):	<u>Mello Electric, LLC</u>
Street Address:	<u>15710 Charter Oaks Trail</u>
Mailing Address (if different):	<u>Clermont, FL 34711</u>
Telephone:	<u>352-394-1041</u> Fax: <u>-</u>
Email:	<u>cmello@cf1.rr.com</u> Payment Terms: <u>100</u> % <u>15</u> days, net
FEIN:	<u>20 - 2854053</u> Professional License No.: <u>ER 13013272</u>
Signature:	<u>Carl Mello</u> Date: <u>6/2/2022</u>
Print Name:	<u>Carl Mello</u> Title: <u>manager / owner</u>
Does the respondent accept payment using the City's MASTERCARD? ☐ Yes ☒ No	

END OF SECTION – C

Exhibit A

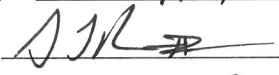
SECTION – C
PRICE SCHEDULE

NOTE: The respondent must, by completing the appropriate blocks below, identify which trades specialty classification for which pre-qualification is sought. All respondents are to show proof of receipt for materials purchased pertaining to each project. All materials reimbursed by the City will become the property of the City. Materials may be purchased by the City at its own discretion.

Job Classification	Straight Time Hourly Rate	Overtime Hourly Rate	Material Markup %
1. Electrician	110 ⁰⁰	165 ⁰⁰	30 %
Helper Assistant (if needed)	66 ⁰⁰	99 ⁰⁰	
2. Plumber	110 ⁰⁰	165 ⁰⁰	30 %
Helper Assistant (if needed)	66 ⁰⁰	99 ⁰⁰	
3. Flooring			
Helper Assistant (if needed)			
4. Painter			
Helper Assistant (if needed)			
5. Roof Repair			
Helper Assistant (if needed)			
6. HVAC Repair	110 ⁰⁰	165 ⁰⁰	30 %
Helper Assistant (if needed)	66	99	

SECTION – C
PRICE SCHEDULE

By signing below, the respondent agrees to all terms, conditions, and specifications as stated in this solicitation, and is acting in an authorized capacity to execute this response. The respondent also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

Respondent Information and Signature	
Company Name (print):	<u>WESTBROOK SERVICE CORPORATION</u>
Street Address:	<u>1411 S ORANGE BLOSSOM TR ORLANDO, FL 32805</u>
Mailing Address (if different):	
Telephone:	<u>407 841 3310</u>
Fax:	<u>407 422 8903</u>
Email:	<u>SROBINSON@WESTBROOKFL.COM</u>
Payment Terms:	<u> </u> % <u> </u> days, net <u>30</u>
FEIN:	<u>59 - 292 4166</u>
Professional License No.:	
Signature:	<u></u>
Date:	<u>5/26/2022</u>
Print Name:	<u>STEPHEN T. ROBINSON II</u>
Title:	<u>ACCOUNT EXECUTIVE</u>
Does the respondent accept payment using the City's MASTERCARD? ☐ Yes ☐ No	

END OF SECTION – C

SECTION – C PRICE SCHEDULE

NOTE: The respondent must, by completing the appropriate blocks below, identify which trades specialty classification for which pre-qualification is sought. All respondents are to show proof of receipt for materials purchased pertaining to each project. All materials reimbursed by the City will become the property of the City. Materials may be purchased by the City at its own discretion.

Job Classification	Straight Time Hourly Rate	Overtime Hourly Rate	Material Markup %
1. Electrician			
Helper Assistant (if needed)			
2. Plumber			
Helper Assistant (if needed)			
3. Flooring			
Helper Assistant (if needed)			
4. Painter	75.00	90.00	20%
Helper Assistant (if needed)	30.00	41.00	
5. Roof Repair	95.00	122.00	20%
Helper Assistant (if needed)	60.00	82.00	
6. HVAC Repair			
Helper Assistant (if needed)			
7. Drywall Installation / Repair	82.00	101.00	20%
Helper Assistant (if needed)	40.00	59.00	

SECTION - C PRICE SCHEDULE

8. Concrete Minor Repair / Installation	85.00	110.00	20%
Helper Assistant (if needed)	48.00	69.00	
9. Window Repair / Replacement	82.00	110.00	20%
Helper Assistant (if needed)	42.00	60.00	
10. Door Repair / Replacement	92.00	118.00	20%
Helper Assistant (if needed)	58.00	91.00	
11. Sod Installation / Replacement	Estimated Qty.	Square Foot Price	
Bahia Grass	0 - 5,000 SF	.50	
Bahia Grass	5,001 - 10,000 SF	.45	
St. Augustine Grass	0 - 5,000 SF	.75	
St. Augustine Grass	5,001 - 10,000 SF	.65	
12. Asphalt / Road Repairs	Estimated Qty.	Price Per SY	
	0 - 250 SY	\$ _____	

SECTION - C PRICE SCHEDULE

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Respondent Information and Signature	
Company Name (print):	<u>Derelle, Inc</u>
Street Address:	<u>112 Sourwood Ln Ste A, Groveland, FL 34736</u>
Mailing Address (if different):	
Telephone:	<u>352-243-0403</u>
Fax:	<u>352-243-0504</u>
Email:	<u>derelleinc@yahoo.com</u>
Payment Terms:	<u>100</u> % <u>30</u> days, net
FEIN:	<u>20 - 4595549</u>
Professional License No.:	<u>CBC 041649</u>
Signature:	<u></u>
Date:	<u>4-21-22</u>
Print Name:	<u>C. Scott Clark</u>
Title:	<u>President</u>
Does the respondent accept payment using the City's MASTERCARD? ☐ Yes ☒ No	

END OF SECTION - C

SECTION – C PRICE SCHEDULE

NOTE: The respondent must, by completing the appropriate blocks below, identify which trades specialty classification for which pre-qualification is sought. All respondents are to show proof of receipt for materials purchased pertaining to each project. All materials reimbursed by the City will become the property of the City. Materials may be purchased by the City at its own discretion.

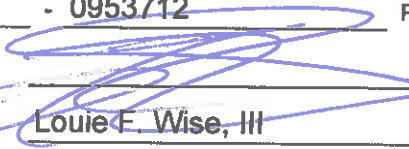
Job Classification	Straight Time Hourly Rate	Overtime Hourly Rate	Material Markup %
1. Electrician	\$90.00	\$100.00	20%
Helper Assistant (if needed)	\$75.00	\$85.00	
2. Plumber			
Helper Assistant (if needed)			
3. Flooring			
Helper Assistant (if needed)			
4. Painter			
Helper Assistant (if needed)			
5. Roof Repair			
Helper Assistant (if needed)			
6. HVAC Repair			
Helper Assistant (if needed)			
7. Drywall Installation / Repair			
Helper Assistant (if needed)			

SECTION – C
PRICE SCHEDULE

8. Concrete Minor Repair / Installation			
Helper Assistant (if needed)			
9. Window Repair / Replacement			
Helper Assistant (if needed)			
10. Door Repair / Replacement			
Helper Assistant (if needed)			
11. Sod Installation / Replacement	Estimated Qty.	Square Foot Price	
Bahia Grass	0 – 5,000 SF		
Bahia Grass	5,001 – 10,000 SF		
St. Augustine Grass	0 – 5,000 SF		
St. Augustine Grass	5,001 – 10,000 SF		
12. Asphalt / Road Repairs	Estimated Qty.	Price Per SY	
	0 – 250 SY	\$ _____	

SECTION – C
PRICE SCHEDULE

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Respondent Information and Signature	
Company Name (print):	<u>Base 3, LLC dba Gibson Electric</u>
Street Address:	<u>2695 NW 4th Street, Ocala, FL 34475</u>
Mailing Address (if different):	<u>PO Box 3038, Ocala, FL 34478</u>
Telephone:	<u>352-351-0145</u>
Fax:	<u>352-570-0208</u>
Email:	<u>LW3@InTec360.com</u>
Payment Terms:	<u>1</u> % <u>10</u> days, net <u>30</u>
FEIN:	<u>20 - 0953712</u>
Professional License No.:	<u>EC0000651</u>
Signature:	
Date:	<u>May 19, 2022</u>
Print Name:	<u>Louie F. Wise, III</u>
Title:	<u>Owner</u>
Does the respondent accept payment using the City's MASTERCARD? ☐ Yes ☒ No	

END OF SECTION – C

SECTION – C
PRICE SCHEDULE

NOTE: The respondent must, by completing the appropriate blocks below, identify which trades specialty classification for which pre-qualification is sought. All respondents are to show proof of receipt for materials purchased pertaining to each project. All materials reimbursed by the City will become the property of the City. Materials may be purchased by the City at its own discretion.

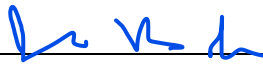
Job Classification	Straight Time Hourly Rate	Overtime Hourly Rate	Material Markup %
1. Electrician	195.00	245.00	20%
Helper Assistant (if needed)	245.00	300.00	
2. Plumber			
Helper Assistant (if needed)			
3. Flooring			
Helper Assistant (if needed)			
4. Painter			
Helper Assistant (if needed)			
5. Roof Repair			
Helper Assistant (if needed)			
6. HVAC Repair			
Helper Assistant (if needed)			
7. Drywall Installation / Repair			
Helper Assistant (if needed)			

SECTION – C
PRICE SCHEDULE

8. Concrete Minor Repair / Installation			
Helper Assistant (if needed)			
9. Window Repair / Replacement			
Helper Assistant (if needed)			
10. Door Repair / Replacement			
Helper Assistant (if needed)			
11. Sod Installation / Replacement	Estimated Qty.	Square Foot Price	
Bahia Grass	0 – 5,000 SF		
Bahia Grass	5,001 – 10,000 SF		
St. Augustine Grass	0 – 5,000 SF		
St. Augustine Grass	5,001 – 10,000 SF		
12. Asphalt / Road Repairs	Estimated Qty.	Price Per SY	
	0 – 250 SY	\$ _____	

SECTION – C
PRICE SCHEDULE

By signing below, the respondent agrees to all terms, conditions, and specifications as stated in this solicitation, and is acting in an authorized capacity to execute this response. The respondent also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

Respondent Information and Signature	
Company Name (print):	Advance Electric
Street Address:	1500 S Hwy 27 Clermont, FL 34711
Mailing Address (if different):	
Telephone:	352-394-2874
Fax:	
Email:	advanceelectric1952@yahoo.com
Payment Terms:	____ % ____ days, net ____
FEIN:	593215443
Professional License No.:	EC-0002680
Signature:	
Date:	08/01/2022
Print Name:	Joseph Bonjorn
Title:	Owner
Does the respondent accept payment using the City's MASTERCARD? ☒ Yes ☐ No	

END OF SECTION – C



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 13, 2022		
Agenda Item Name		
Interlocal Agreement Amendment		
Requested Action		
Staff Report		
This Interlocal Agreement Amendment with Lake County Board of County Commissioners clarifies the timing and termination of the existing agreement currently in place. It also clarifies the total dollar amount each party is participating within the agreement. Budget amounts will remain the same as there is not a budget amendment request associated with this amendment.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Interlocal Agreement Amendment	Interlocal Agreement Amendment.pdf

**AMENDMENT TO INTERLOCAL AGREEMENT
CONSULTING SERVICES FOR WELLNESS WAY**

THIS IS AN AMENDMENT TO INTERLOCAL AGREEMENT is made by and between Lake County, Florida, a political subdivision of the State of Florida (the “COUNTY”), and the City of Clermont, a municipal corporation organized under the laws of the State of Florida (the “CITY”).

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, provides that local governments may enter into agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the Wellness Way Area Plan (the “WWAP”), is a special planning area in southeast Lake County, south of SR 50 and east of US 27 totaling approximately 15,000 acres that is expected to accommodate a significant regional employment center which will promote significant economic development while encouraging fiscally efficient and well-balanced development patterns; and

WHEREAS, the COUNTY and CITY wish to accomplish an extensive set of goals and objectives with the development of the WWAP that includes a conceptual master plan that portrays the program elements, and associated design guidelines; and

WHEREAS, the parties previously entered into an Interlocal Agreement dated November 4, 2019, in which the COUNTY provided the CITY \$155,000 over the course of two years to assist with the cost of hiring a consultant to perform the work;

WHEREAS, the CITY entered into a Professional Consulting Services Contract with Levey Consulting, LLC., a Florida Limited Liability Corporation (the “CONSULTANT”), to assist the CITY in developing and executing strategies for economic development in the WWAP. The CITY recently entered into a new agreement dated September 28, 2021, with the CONSULTANT to provide additional services; and

WHEREAS, the parties entered into a second Interlocal Agreement dated December 7, 2021 (“2021 Interlocal”), whereby the COUNTY agreed to provide the CITY up to \$70,000 over the course of two (2) years to assist with the hiring of a consultant to work on issues involving the WWAP; and

WHEREAS, the parties now seek to amend the 2021 Interlocal to adjust the Scope of Services.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants, and payment set forth in this Agreement, and intending to be legally bound, the parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated in this Agreement by reference.

2. **Amendment.** The parties hereby agree that **Exhibit A** attached to the 2021 Interlocal shall be replaced in its entirety by **Exhibit A** to this amendment.

3. **Term.** The parties hereby agree to exercise the second-year option of the 2021 Interlocal Agreement which begins on December 7, 2022, and runs through December 6, 2023.

4. **Other Provisions.** All other provisions of the 2021 Interlocal shall remain in full force and effect unless otherwise amended by the parties.

5. **Counterparts.** This Agreement may be executed in counterparts, each executed counterpart to be deemed an original and all of which will constitute but one and the same instrument. This Agreement may be executed by electronic signatures and electronic signatures will constitute originals for all purposes.

CITY

ATTEST:

CITY OF CLERMONT, FLORIDA

City Clerk

Tim Murry, Mayor

This _____ of _____, 2022.

Approved as to form and legality:

City Attorney

Amendment to Interlocal Agreement between Lake County and the City of Clermont for Consulting Services for Wellness Way

ATTEST:

Gary J. Cooney, Clerk
of County Commissioners of
Lake County, Florida

COUNTY

LAKE COUNTY, FLORIDA through its
BOARD OF COUNTY COMMISSIONERS

Sean Parks, Chairman

This _____ of _____, 2022.

Approved as to form and legality:

Melanie Marsh, County Attorney

EXHIBIT A

Wellness Way Project Scope

I. Project Administration

- a. Provide ongoing coordination efforts between the City, County and landowners
- b. Coordinate infrastructure funding, timing and implementation;
- c. Act as City and County “Owners Rep” in building consensus and collaboration between all parties;
- d. Identify conflicts and their resolution early in the development process;
- e. Recommend governance structure(s), if applicable; and
- f. Support City and County entitlement efforts.
- g. The Consultant will assist the City and County in establishing regularly scheduled meetings to advance the objectives of Wellness Way. These meetings may include:
 - i. Monthly development coordination meetings between City and County staff; (To be supported by consultant)
 - ii. Quarterly landowner meetings (or as needed). Support on agenda and discussion materials from consultant);
 - iii. Quarterly update presentations to the City Council and County Commission (or as requested by the City or County Manager)

II. Project Implementation

- a. The Consultant has produced the Implementation Plan, which established a detailed approach to the character, timing and staging of development within the study area, including appropriate stakeholder engagement. The following items are ongoing implementation tasks required of the Consultant:
 - i. Support City and County staff in the review of development proposals for consistency with Comprehensive Plan policies and Design Guidelines and Standards;
 - ii. Support City and County staff review of roadway/transportation impact fee credit agreements;
 - iii. Assist in the implementation of the Florida Wildlife Corridor through Wellness Way;
 - iv. Facilitate resolution of issues between landowners/developers and the City and County;
 - v. Support Economic Development/Job Creation efforts of the City and County;
 - vi. Assist the City and County in resolving issues with other agencies (FDOT, CFX, State Parks) and utility companies in the advancement of infrastructure delivery;
 - vii. Assist the City and County in coordinating with Lake County School Board on the delivery of public-school facilities; and
 - viii. Assist the City and County in the examination of public finance techniques for infrastructure delivery and maintenance.

III. Outreach and Marketing

- a. Assist in the development of a marketing strategy for Wellness Way
 - i. Assist the City and County in the selection of a 3rd party branding and marketing consultant, or support County efforts to produce in-house.
 - ii. Collaborate with City and County on the concepts, messaging, content, and creative elements throughout the project
- b. Assist in the ongoing recruitment of anchor companies and desired commercial/industrial clusters

IV. Optional Services.

The County or City, or both jointly, may request additional services. The scope of work and fee will be negotiated at the time additional services are requested.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 13, 2022		
Agenda Item Name		
Resolution No. 2022-018R		
Requested Action		
Request approval of Resolution No. 2022-018R		
Staff Report		
The Oak Hill Cemetery rules and regulations and fees were last updated in 2008. The fee adjustment is in-line with the surrounding municipal cemeteries. The number of sales has increased and we anticipate selling out of in-ground burial spaces within the next few years. In an effort to reduce the number of in-ground cemetery sales per year, it is recommended to limit sales of in-ground burials to residents living within the city limits of Clermont. The current rate of sales within the Oak Hill Cemetery is unsustainable for continued long-term use. Furthermore, the cemetery fund is currently not sustaining itself for perpetual care based on the current fee rates for spaces within the cemetery.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2022-018R - Cemetery Rules Regulations and Comprehensive Fee Schedule Adjustment (12.01.2022)	2022-018R - Cemetery Rules Regulations and Comprehensive Fee Schedule Adjustment (12.01.2022).pdf	
2. Changes to Oak Hill rules and regulations	Changes to Oak Hill rules and regulations.pdf	
3. Cemetery Forecast and Sales Graph	Cemetery Forecast and Sales Graph.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2022-018R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY FLORIDA, RELATED TO THE CLERMONT MUNICIPAL CEMETERY, ALSO KNOWN AS OAK HILL CEMETERY; AMENDING THE RULES AND REGULATIONS AND RESTRICTIONS; AMENDING THE COMPREHENSIVE FEE SCHEDULE TO PROVIDE FOR THE ADJUSTMENT OF FEES RELATED TO THE SALE AND PURCHASE OF CEMETERY PLOTS AND NICHES AT OAK HILL CEMETERY; PROVIDING FOR REPEAL AND CONFLICT, SEVERABILITY, PUBLIC ACCESS, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, Section 22-3 of the Code of Ordinances of the City of Clermont provides that the City Council shall by resolution adopt rules, regulations and restrictions for the use of Oak Hill Cemetery; and

WHEREAS, it has been determined by the City Council that the adoption of amended rules, regulations and restrictions, as reflected in Exhibit A, is in the best interest of all users of Oak Hill Cemetery and the citizens of the City of Clermont; and

WHEREAS, the City of Clermont pursuant to its Home Rule authority as a municipal corporation under the laws of the State of Florida, has the authority to establish and collect fees for care and maintenance of the cemetery areas; and

WHEREAS, the adjustment of fees as set forth herein, and reflected in Exhibit B, are consistent with the Clermont City Code Chapter 22 which provides for the valuation of cemetery lots by the City Council and the creation of a separate Cemetery Fund to be used for routine maintenance and/or improvements to the cemetery.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida, as follows:

SECTION 1:

The City Council of the City of Clermont does hereby adopt the amended rules, regulations, and restrictions for use of Oak Hill Cemetery as specifically set forth in Exhibit A attached hereto and incorporated herein; with strikethroughs indicating the removal of existing language and underlines indicating the addition of language.

SECTION 2:

The City Council does hereby amend the Comprehensive Fee Schedule as shown in Exhibit B attached hereto and incorporated herein.



CITY OF CLERMONT
RESOLUTION NO. 2022-018R

SECTION 3: REPEAL AND CONFLICT

Resolution dated February 26, 1960 and Resolution No.: 273 dated March 16, 1976 are expressly and hereby repealed. All other resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 4: SEVERABILITY

If any portion of this Resolution is declared invalid, the invalidated portion shall be severed from the remainder of the Resolution, and the remainder of the Resolution shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Resolution as a whole.

SECTION 5: PUBLIC ACCESS

A copy of this Resolution shall be placed on file for review by the public in the Office of the City Clerk.

SECTION 6: ADMINISTRATIVE CORRECTION

This Resolution may be re-numbered or re-lettered, and/or corrected for typographical and/or scrivener's errors which do not affect the intent of said resolution, as authorized by the City Manager or designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 7: PUBLICATION AND EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2022-018R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 13th day of December, 2022.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris
City Attorney

EXHIBIT A
RULES AND REGULATIONS
OF
CLERMONT MUNICIPAL CEMETERIESY
PURPOSE

These rules and regulations are designed for the protection of owners and interment rights as a group. They are intended, not as restraining, but rather as preventing the inconsiderate from taking unfair advantage of others. Their enforcement will help protect ~~your~~ ~~the~~ cemeteries and create and preserve their beauty. These rules and regulations are hereby adopted by the City Council as the rules and regulations of the Clermont Municipal Cemeteries, and all owners of interment rights, visitors and contractors performing work within the cemeteries shall be subject to said rules and regulations, amendments or alterations as shall be adopted by the City of Clermont from time to time.

DEFINITIONS

1. The term “Administrative Rule” shall be defined as any formal procedure implemented by the City in furtherance of Council adopted rules and regulations for municipal owned cemeteries.
2. The term “Cemetery” shall mean any single property or all tracts of land designated as a municipal cemetery by the City.
3. The term “City” shall mean the City of Clermont and/or City Council.
4. The term “Columbarium” shall refer to a structure that is substantially exposed above the ground and intended to be used for the inurnment of cremated remains.
5. The term “Cremains” shall refer to the cremated remains of a deceased person.
6. The term “Deed” shall refer to the document provided to conveying to an owner Rights of Interment.
7. The term “Interment” shall mean the disposition of human remains by earth burial, mausoleum, entombment or inurnment.
8. The term “Interment Rights” shall mean the right to place an individual human remains in a specific interment space within the cemetery selected by the purchaser for use as a final resting place, and subject to the limitations set forth herein.
9. The term “Inurnment” shall mean the placing of cremated human remains in an urn and placement in a niche or in the ground.

10. The term “Management” shall refer to the properly designated employees and agents of the City.
11. The term “Memorial” shall mean any marker or structure upon or in any lot or niche, placed thereupon or therein or partially therein for the purpose of identification or in memory of the interred.
12. The term “Monument” shall mean a tombstone or memorial of granite, marble or bronze, which shall extend above the ground surface used for identifying a gravesite and cemetery memorials of all types including markers and vases.
13. The term “Mortician” shall mean any locally licensed mortician, undertaker, and/or funeral director.
14. The term “Niche” shall mean a space of sufficient size to accommodate the cremated remains of one or two persons and sealed within an enclosure.
15. The term “Outside Supplier” or “Third Party Provider” shall mean any supplier of cemetery products or services, not employed by the City, that provide products or services for the express purpose of installation or use in a cemetery.
16. The term “Owner” shall mean the owner of the rights of interment as reflected in the records of the cemetery.
17. The term “Plot” shall mean a single space of sufficient size to accommodate a below ground interment of the bodily remains or the cremated remains of an adult or child.
18. The term “Resident” shall be defined as an individual, whose primary residence, at the time of purchase or death, is or was within the municipal boundaries of the City of Clermont.
19. The term “Urn” shall mean a receptacle designed to permanently encase cremated remains.

OWNERSHIP

1. The City reserves the right to refuse interments for valid reason, and to refund any monies paid for the purchase price, and when so refunded, the interest of the owner shall revert to and become the property of the City.
2. Burial plots in any municipally owned cemetery shall be used for no other purpose than the burial of the human dead.
3. All plots in any municipally owned cemetery shall not be used for the interment of any animal or pet; a memorial may not make reference to a pet without prior approval of the City.
4. All charges associated with the purchase of space in a cemetery must be paid in full prior to the City providing a deed or allowing the conveyance of burial rights.

5. Not more than one (1) body, or the remains of more than one body, shall be interred in any one plot except in the case of a parent and infant in a single interment, or where there is a body and a cremains. In the case of a body and cremains the space required shall be the standard plot size for the selected area of the cemetery and may contain only one (1) interment and one (1) inurnment.

SUPERVISION OF CEMETERY

1. The City reserves the right to compel all persons coming into the cemeteries to obey all rules and regulations adopted by the City. The rules and regulations may be changed without notice to any Owner by the City Council.
2. Administrative procedures for management of the cemetery may be implemented by the City Manager, or their designee, clarifying process derived from the Council approved rules and regulations. Any administrative rule shall be signed off by the City Manager, or their designee, prior to the procedures implementation. These Administrative Rules shall be logged and provided as supplemental to any copy of the rules and regulations.
3. The City shall take reasonable precaution to protect owners, and the property rights of the owners, within the Cemeteryies, from loss or damage; but distinctly disclaims all responsibility from loss or damage from causes beyond its reasonable control, and especially from damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, invasion, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.
4. The City reserves, and shall have the right to correct any errors that may be made be it either in making interments, disinterment or removals, or in the inscriptions, transfer, or conveyance and substituting and conveying in lieu thereof other interment rights of equal value and similar location as far as possible, or as may be selected by the City, or in the sole discretion of the City, by refunding the amount of money paid on account of said purchase. In the event such error shall involve the interment of the remains of any person in such property, the City reserves and shall have the right to remove and transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof. The City shall also have the right to correct any errors made by placing an improper description, including an incorrect name or date either on the memorial or on the container for cremated remains.
5. Persons within the cemetery grounds shall use only the avenues, walks, alleys and roads, and any person injured while walking on the grass, except that be the only way to reach his plot, or while on any portion of the Cemetery other than the avenues, walks, alleys or roads, shall in no way hold the City liable for any injuries sustained.
6. Automobiles shall not be driven through the grounds at a speed greater than fifteen miles per hour, and must always be kept on the right side of a cemetery's roadways.
7. The City reserves the right to close any area of a cemetery when accessibility would be hazardous or detrimental to any individual, vehicle or equipment.

8. The right to enlarge, reduce, replat or change the boundaries or grading of the cemeteryies or of a section or sections, from time to time, including the right to modify or change the locations, of or any part thereof, or remove or regrade roads, drives and walks, is hereby expressly reserved. The right to lay, maintain and operate, alter or change pipe lines or gutters for sprinkling systems, drainage lakes, etc. is also expressly reserved, as well as the right to use Cemetery property, not sold to individual owners, for Cemetery purposes, including the interring and preparing for interment of dead human bodies, or for anything necessary, incidental or inconvenient thereto. The City reserves to itself and to those lawfully entitled thereto a perpetual right to ingress/egress over lots for the purpose of passage to and from other lots.

SALE AND PURCHASE OF INTERMENT RIGHTS

1. The sale of any interment right by any Owner or purchaser shall not be binding upon the City, unless same shall first be duly approved in writing by the City.
2. Sales of in-ground plots at Oak Hill Cemetery shall be restricted to those residents who reside within the corporate limits of the City of Clermont and to employees in good standing with the City of Clermont. City of Clermont employees shall be limited to the purchase of two (2) in-ground plots which shall not be transferable. The sale of a columbarium and/or cremorial niche at Oak Hill Cemetery shall be available to both residents and non-residents of the City of Clermont.
3. All grading, landscape work, and improvements of any kind, and all care of lots shall be done, and all trees, shrubs, and herbage of any kind shall be planted, trimmed, cut or removed by the City.
4. No enclosure of any kind, such as a fence, coping, hedge, or ditch shall be permitted around any grave or lot. ~~Grave mounds will not be allowed and no lot shall be raised from the established grade in Oak Hill Cemetery~~
5. Interment rights can be purchased in these cemeteries from the City Clerk and subject to the rules and regulations of said cemeteryies now or hereafter adopted for the government of these cemeteries, and for the purpose of interment only. This provision applies to all sales, whether made directly by the City or sales made by Owners.
6. No interment rights or contracts for the purchase of interment rights can be sold, assigned, transferred, pledged, or hypothecated without the written approval of the City Clerk.
7. Transfers of internment rights between two parties are not permissible. The City will only recognize interment rights for individual family members of the Owner of the plot, columbarium or cremorial niche as listed on the deed issued for the space. For purposes herein, family member of the Owner shall be defined as an individual who is related to the Owner as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

8. No title to a lot shall be deemed valid to the purchaser until the amount of the purchase money shall have been paid, and the City reserves the right to remove all bodies which may have been interred in said lot, and place the same in a single grave section in the Cemetery if the full lot has not been paid for.
9. ~~The City may exchange interment rights when desired by Owners, but not for interment rights of lesser value. When such an exchange is made, the original conveyance must be surrendered by proper assignment, or by reconveyance if considered necessary, before any change is effected.~~ The City shall have the right of first refusal, and may purchase back (or buyback) lots from the Owners at the Owners request. The resale will be at the original purchase cost. City shall not reimburse Owners for memorials that are installed on the resale lot, but it will be at the Owners cost to remove any memorials at time of sale to the City.
10. Each Owner is vested with the ownership of his or her interment rights for the sole purpose of interment of human dead bodies. Under the regulations of the Cemetery, the interment rights cannot be conveyed without the assent of the City Clerk, nor any use, division or improvements of them be made which the City prohibits, or may deem improper. The Owner of interment rights may dispose of same by will, subject to the foregoing conditions. If the Owner dies intestate, the interment rights will descent to his or her heirs according to the laws of descent.
11. The City shall direct generally all improvements within the grounds and upon all lots and graves, before as well as after interments have been made there. They shall have charge of the planting, sodding, surveying, and improvements generally. The third party provider is responsible for tamping and re-sodding at grade level of burial plots. All excess dirt should be hauled to designated area immediately after closing of grave.
12. No person other than City employees or a licensed outside supplier shall be allowed to perform any work on any grave or lot within the grounds. ~~without a permit from the City Manager.~~
13. If any memorial, or any structure whatsoever, or any inscription to be placed on same shall be determined by the City to be offensive, they shall have the right, and it shall be its duty to enter upon such lot and remove, change, or correct the offensive or improper object or objects.
14. If any tree, shrub, or plant standing upon any lot by means of its roots, branches, or otherwise become detrimental to adjacent lots or avenues, or if any other reason its removal is deemed necessary, the City shall have the right, and it shall be its duty to remove such tree, shrub, or plant, or any part thereof, or otherwise correct the condition existing as in its judgment seems best.
15. No person shall pluck or remove any plant or flower, either wild or cultivated, from any part of the cemeteries.

FUNERAL REGULATIONS

1. Interments shall be made only by locally licensed morticians.
2. No interment or disinterment to proceed shall occur until an appropriate work order/permit has been issued by the City Clerk's Office. Families and/or morticians must coordinate burial services or disinterment with the City Clerk's Office.
 - a. The City does not offer Opening and Closing Services. These must be coordinated with an Outside Supplier.
 - b. Openings of a site can only occur at maximum 48 hours prior to a service or burial.
 - c. Any damage done by an Outside Supplier to landscaping or existing sites during operations are the responsibility of the Outside Supplier and must be corrected immediately.
3. ~~No interment shall be made until the mortician shall have first obtained a burial permit from the office of the City Clerk and the fee for such permit shall be as established by the City Council.~~
4. ~~Application for burial permits shall be made on a form prescribed and furnished by the City.~~
5. No boxes, shells, toys, discarded glassware, sprinkling cans, receptacles, or similar articles will be permitted on any grave, lot, or tree.
6. No "For Sale" signs will be allowed on plots. No advertisements in any form will be allowed on any lots in the Cemetery, and the City reserves the right to remove there from any such signs or advertisements.
7. The City is not responsible for theft or damage to anything placed on graves or lots.
8. Disinterments may be made on consent of the City, and the written consent of the owner or owners of the lot, and the surviving wife, husband, children (if of full age), and parents of the deceased. Disinterments must be made by morticians.
9. It is against the rules of the City to allow photographers to take pictures of interments without the consent of the family.
10. The City and its agents have authority to enter upon any lot and to remove any objectionable thing or any erection that may have been placed there contrary to the regulations of said City and they may remove any dead or damaged tree, shrub, or vine.
11. No person will be permitted to use profane or boisterous language or in any way disturb the quiet and good order of the cemeteries.

12. All persons are strictly forbidden to break or injure any tree or shrub, or mar any landmark, marker, or memorial, or in any way deface the grounds of the Cemetery.
13. The City shall not be liable for floral pieces, baskets, or frames in which floral pieces are attached. The City reserves the right to remove any flowers, floral designs, trees, shrubs, trinkets, plants or herbage of any kind.
14. All persons are reminded that the grounds are sacredly devoted to the burial of the dead and that the provisions and penalties of the law as provided by statute will be strictly enforced in all cases of wanton injury, disturbance, and disregard of the rules.
15. It is of utmost importance that there should be a strict observance of all the properties due the place, whether embraced in the foregoing regulations or not, as no impropriety will be tolerated.
16. All well-disposed persons will confer a favor by informing the City Manager of any breach of proper decorum that may come under their notice.
17. ~~Touch nothing in the Cemeteries that does not belong to you. This is the only safe rule to adopt in visiting these Cemeteries.~~ Visitors to the Cemetery should not touch or disturb any object in the cemetery that does not belong to them.
18. No person or persons other than an employee of the City or an office of law enforcement shall be permitted to bring or carry firearms within the Cemeteries except a military guard of honor, and they only when in charge of an officer, and during a military service.
19. Plantings of any kind on all lots and graves in Oak Hill Cemetery are prohibited.
20. It is against the rules of the City for the lot owners to dig holes in the graves for the installation of vases or cans. The lot owner would be individually responsible for any accident caused by one of these holes, and the City reserves the right to remove any can or vase not installed by them, according to the Cemetery rules covering the types of vases permitted.
21. It is permitted to use one (1) memorial mounted vase or either one (1) in ground mounted vase that is mounted at ground level and has a bronze cap within the lots boundary. One (1) bouquet flower basket will be permitted on special occasions and will be removed by City when it becomes withered and/or after thirty (30) days. The City reserves the right to remove excessive flowers, potted plants, summer wreaths, artificial flowers or baskets of flower. Burial flowers, flower arrangements, wreaths and flower baskets shall remain on a grave until they become withered and/or up to one (1) month after the burial. When the burial flowers have been removed, the City will make arrangements to sod the burial site, not to exceed the size of the head stone.

22. Metal emblems or markers, flags, and guidons are prohibited on lots or graves except at Memorial Day, 4th of July and Veterans Day or other appropriate days as designated by the City.

They may be placed by authorized representatives of lodges, posts, camps or lot owners, but not to exceed two ~~(3)~~ (2) before mentioned days and removed not later than three ~~(7)~~ (3) days thereafter, after which such emblems will be removed from the lot by the City employees. ~~and stored for a period not to exceed two (2) weeks at no risk to the City.~~ After said time, the emblems become the property of the City. It is preferable that all such emblems be removed by the organization placing them or the lot owner.

COLUMBARIUM AND CREMORIAL NICHES

1. Each columbarium space shall be 12x12x12 and have capacity for two (2) urns as would fit within that space.
2. Each cremated remains placed in a columbarium niche shall first be enclosed in an urn made of durable material.
3. All engravings for columbarium spaces and cremorial niches shall be ordered through the City. This is to ensure stylistic uniformity throughout the cemetery.
 - a. Once a proof that shows spelling and placement of any engraving is confirmed by the space owner and installed within the cemetery, the purchaser is financially responsible for any future costs to replace or change the engraving. This may include the full cost for replacement of the plate in addition to any engraving.
 - b. Engravings are handled by the City's designated third-party provider. Engraving fees are variable and may be changed at any time without advanced warning. The rate charged will be based on the date of request for engraving; the date of purchase of the niche shall have no bearing on the cost to engrave the plate.
 - c. Engravings are non-refundable after confirmation of proof by a site owner.
4. Except for a period of one week from the date of interment, no additions, decorations, or photographs shall be affixed to the niche.
5. Only real flowers in a vase may be placed in a columbaria area.

MEMORIALS

1. No unattached borders are permitted.
2. Only one (1) grave memorial will be permitted on one (1) grave space, except for military memorials which will be placed at the foot of the grave and shall meet the City's minimum size requirement. The size and shape of all monuments shall be approved by the City in advance to ensure compliance with the specifications provided herein.

3. All memorials must be mounted on a base and foundation as further described herein.
4. In Oak Hill Cemetery, ground-level memorials shall be restricted to the First Addition and Second Addition, not to exceed the following dimensions:
 - a. Single memorials:
 - i. 28 inches x 16 inches Bronze only;
 - ii. 32 inches x 20 inches Bronze on granite base, or all granite;
 - iii. Military markers with separate vase mounted on granite, 28 inches x 24 inches including granite base.
 - iv. One mounted vase is allowed.
 - b. Double memorials:
 - i. 56 inches x 16 inches Bronze only;
 - ii. 60 inches x 20 inches Bronze on granite base, or all granite;
 - iii. Military markers with separate vase mounted on granite, 62 inches x 16 inches including granite base.
 - iv. Two mounted vases are allowed.
5. Above ground-level memorials shall be permitted only in Oak Hill Cemetery Third Addition, provided the memorial shall not exceed 48 inches in height and meets all other applicable restrictions contained herein.
 - a. All above ground-level memorials shall be made of granite, marble or bronze.
 - b. Above ground-level memorials greater than 16 inches in height shall be a minimum of 6 inches thick.
 - c. Above ground-level memorials less than 16 inches in height shall be a minimum of 4 inches thick.
 - d. Single memorials:
The base or marker shall not exceed 42 inches in length.
 - e. Double memorials:
The base or marker shall not exceed 84 inches in length.
 - f. Single monuments allow for one vase only. Two vases are allowed for double monuments.
6. All memorials shall be set on uniform lines as prescribed by the City.
7. All foundations for memorials shall be of a size and material specified by the City.

DISASTERS

1. In the event of a disaster, the City and its agents shall work the hours as deemed reasonably necessary to accomplish the required work. Inurnments shall be made after all interments are completed. City Management has the full authority to void any and all regulations necessary in order to complete internments as orderly and as expeditiously as possible.

MODIFICATIONS AND AMENDMENTS

1. The City of Clermont may, and it hereby expressly reserves the right at any time or times, with or without notice to Owners, to adopt new rules and regulations, or to amend, alter, and/or appeal any rule, regulation, and/or article, section, paragraph, and/or sentence in these Rules and Regulations.
2. Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The City, therefore, reserves the right, without notice, to make exceptions, suspensions, or modifications in any of the Rules and Regulations when, its judgment, the same appear advisable, and such temporary exceptions, suspensions, or modifications shall in no way be construed as affecting the general application of such.

APPEALS

Any family member of the Owner of a plot or columbarium or cremorial niche, who is specifically aggrieved by a decision by an administrative staff decision related to these rules and policies may file a written appeal within 30 days after the decision in dispute. Appeals shall be filed with the City Manager and shall state fully the grounds for the appeal and all facts relied upon by the petitioner. The City Manager shall schedule the appeal for consideration by the City Council no earlier than seven days and no later than 45 days after the receipt of the appeal. The City Council's decision on the appeal shall be final.

EXHIBIT B

Comprehensive Fee Schedule

Section 6 - City Clerk Fees

<u>Cemetery</u>	<u>City Resident</u>	<u>Non-City Resident</u>
1. Cemetery Spaces (Per Space)	\$700.00 <u>\$1,400.00</u>	\$1,400.00 <u>Not Available</u>
2. Cremorial Niche – Single Internment	\$500.00	\$1,200.00
3. Cremorial Niche – Double Internment	\$900.00	\$2,100.00
4. Columbarium (Per Niche)	\$700.00 <u>\$1,400.00</u>	\$1,400.00 <u>\$2,000.00</u>

PROPOSALS/CHANGES FOR CONSIDERATION OF OAK HILL CEMETERY

Organized In Order and By Section

Resolution 2022-018R repeals Resolution dated February 26, 1960 and Resolution No. 273 dated March 16, 1976.

DEFINITIONS

1. Added definitions for the following terms: Administrative Rule, Cemetery, Columbarium, Cremains, Deed, Interment Rights, Inurnment, Management, Monument, Niche, Outside Supplier, Plot, Urn
2. Amended definitions for the following terms: Interment, Mortician, Owner

OWNERSHIP

1. Clarified that plots are reserved for human remains only.
2. Clarified that plots must be paid in full before the conveyance of burial rights.
3. Clarified that only one (1) body and one (1) cremains may be in an in-ground burial plot

SUPERVISION OF CEMETERY

1. Added Administrative Rules that can be written and authorized by the City Manager, or designee, that clarify process in regards to rules and regulations adopted by the City Council.
2. Added that the City has the right to close the cemetery when accessibility could be hazardous

SALE AND PURCHASE OF INTERMENT RIGHTS

1. Added that in-ground plots can only be sold to residents within the corporate limits of the City of Clermont.
2. Added that employees in good standing with the City of Clermont can purchase two (2) in-ground plots at the resident rate which shall not be transferrable.
3. Clarified that columbarium and/or niche sales can continue for both residents and non-residents.
4. Added language so that transfers of interment rights are not permissible.
5. Clarified the City's Right of First Refusal and the buyback option.
6. Deleted language stating that a permit is required from the City Manager to work on a grave site.
7. Added language regarding tamping and re-sodding of dirt at gravesite and proper disposal of excess dirt.

FUNERAL REGULATIONS

1. Added that a work/order permit issued from the City Clerk's Office is required before grounds crews can mark a grave for interment or disinterment.
2. Clarified that funeral homes need to coordinate burial services with the City Clerk's Office.
3. Added that Openings may only occur 48 hours prior to service or burial
4. Added that any damage done by an Outside Supplier must be corrected immediately.
5. Deleted language regarding funeral homes obtaining burial permits from the City Clerk for a fee.
6. Deleted language regarding applications for burial permits.
7. Updated language regarding visitors disturbing objects not belonging to them within the cemetery.
8. Deleted language regarding City employees storing emblems for a period of two weeks after removing them from a lot or grave.

COLUMBARIUM AND CREMORIAL NICHES

1. This entire section is newly added.
2. Clarifies process, expectations, and responsibilities regarding engravings
3. States the kind of flowers to be used in the columbaria area.

MEMORIALS

1. Added that memorials must be approved by the City in regards to size and shape prior to installation.
2. Added that memorials are required to be mounted on a base and foundation.
3. Added the amount of vases allowed per headstone.

DISASTERS

1. This entire section is newly added
2. Adds language regarding interments and inurnments and clarifies expectations in the event of a disaster that affects City operations.

APPEALS

1. This entire section is newly added
2. Adds language that formalizes the appeal process for a variance from the rules and regulations as adopted.

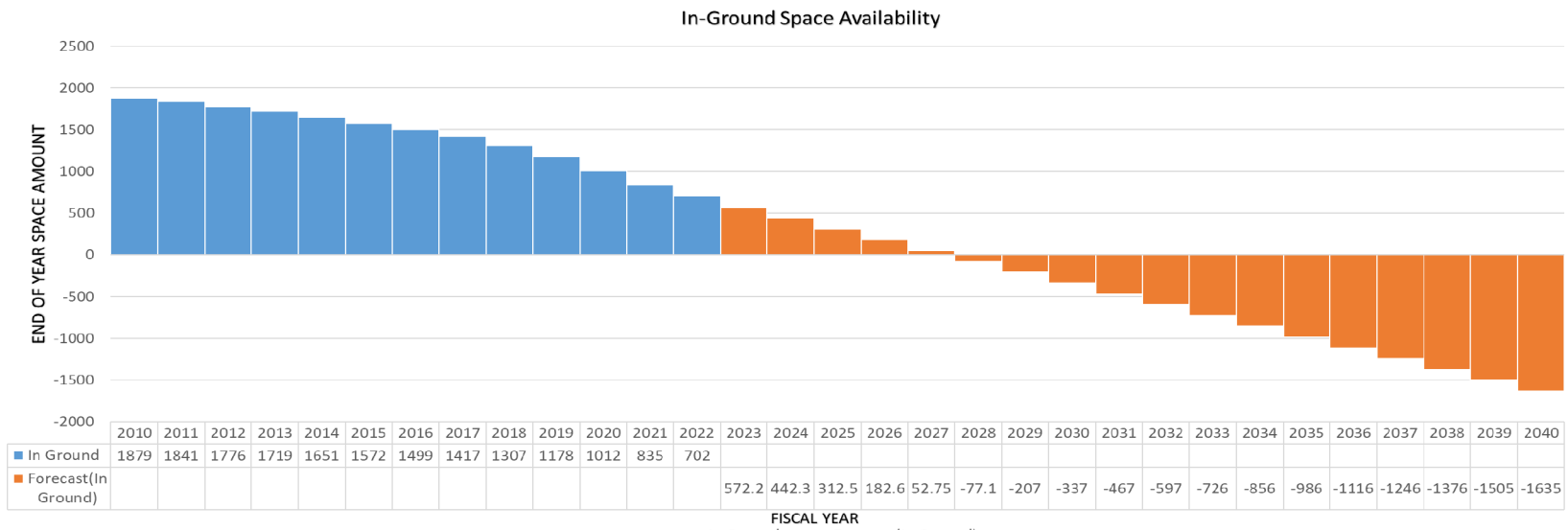
FEE SCHEDULE

1. Increase the purchase price of ground spaces from \$700.00 to \$1,400.00.
2. Increase the purchase price of columbarium spaces from \$700.00 to \$1,400.00 (For City Residents) and \$2,000.00 (for non-resident).

Cemeteries in the Surrounding Area

Rates

Location	Name	Resident Only	(R) Resident Burial	(NR) Non-Resident Burial	R - Cremorial Niche	NR - Cremorial Niche	R - Columbarium	NR - Columbarium	Notes
Astatula	Astatula Cemetery	YES*	\$ 100.00	\$ 1,000.00	N/A	N/A	N/A	N/A	*Unless Family member is resting there. *Donation is on average \$100.00 for resident burial otherwise there is not a set cost
Clermont	Oak Hill Cemetery	NO	\$ 700.00	\$ 1,400.00	\$ 500.00	\$ 1,200.00	\$ 700.00	\$ 1,400.00	
Eustis	Lakeside Memory Gardens	NO	\$ 4,995	\$ 4,995	\$ 3,295	\$ 3,295	\$ 3,295	\$ 3,295	*Plot Pricing is ranges anywhere from \$1995-4995 depending on location. *Cremation spaces vary from \$1395-3295 depending on location. *Commercial Cemetery.
Eustis	Greenwood Cemetery	NO	\$ 473.50	\$ 699.90	\$ 150.00	\$ 225.00	\$ 500.00	\$ 700.00	
Howey in the Hills	Taylor Memorial Cemetery	YES	\$ 610.00	N/A	N/A	N/A	N/A	N/A	*Price dependant on location of Plot.
Mineola	Minneola Municipal	NO							*Paused sales-Pending expansion
Montverde	Montverde Cemetery	YES*	Free	N/A	N/A	N/A	N/A	N/A	*Exception: Children or parents of those already buried may be buried in Town Cemetery Restriction: Must be a resident for 1 years prior to purchase; Restriction: Must be resident at time of death. Moving out of town will forfeit plot ownership, unless going into assisted living.
Mount Dora	Pine Forest Cemetery	NO	\$ 1,200.00	\$ 1,800.00	N/A	N/A	\$ 800.00	\$ 1,200.00	*Additional Interment: Resident: \$200 Non-Resident: \$400 Administrative Fee: \$200 during business hours, \$300 for after hours, Weekends and Holidays Niche Engraving Fee: \$150
Orlando	Greenwood Cemetery	NO	\$ 1,500.00	\$ 3,000.00	\$ 750.00	\$ 1,500.00	N/A	N/A	*Stopped selling; no longer any spaces available. Only Burials that were pre-purchased are happening.
Tavares	Tavares Cemetery	NO	\$ 450.00	\$ 700.00	\$ 75.00	\$ 100.00	N/A	N/A	*Quality Vaults is contracted for Tavares and have various fees for weekends, open & close, set-ups and disinterments
Umatilla	Umatilla Cemetery Annex II	NO	\$ 475.00	\$ 775.00	N/A	N/A	N/A	N/A	Umatilla Cemetery; Umatilla Cemetery Annex I; Glendale Cemetery all pre-sold. One time management fee of \$125 included in price. **Soon to be raising rates dramatically; Possibly doubling**
Umatilla	Glendale II Cemetery	NO	\$ 475.00	\$ 775.00	N/A	N/A	N/A	N/A	Price ranges for lake front (shown in cost) vs non-lake front. Veterans only pay \$125 fee not burial cost. Transfer of ownership fee to city \$25
Winter Garden	Winter Garden Cemetery	YES*	\$ 800.00	N/A	N/A	N/A	\$ 600.00	\$ 900.00	*Unless Cremation
Winter Park	Palm Cemetery	YES	\$ 5,500.00	N/A	\$ 850.00	N/A	\$ 2,500.00	N/A	
Winter Park	Pinywood Cemetery	YES	\$ 2,800	N/A	\$ 650	N/A	N/A	N/A	
Average Cost:			\$ 1,544.50	\$ 1,682.77	\$ 895.71	\$ 1,264.00	\$ 1,399.17	\$ 1,499.00	**averages do not include Montverde**

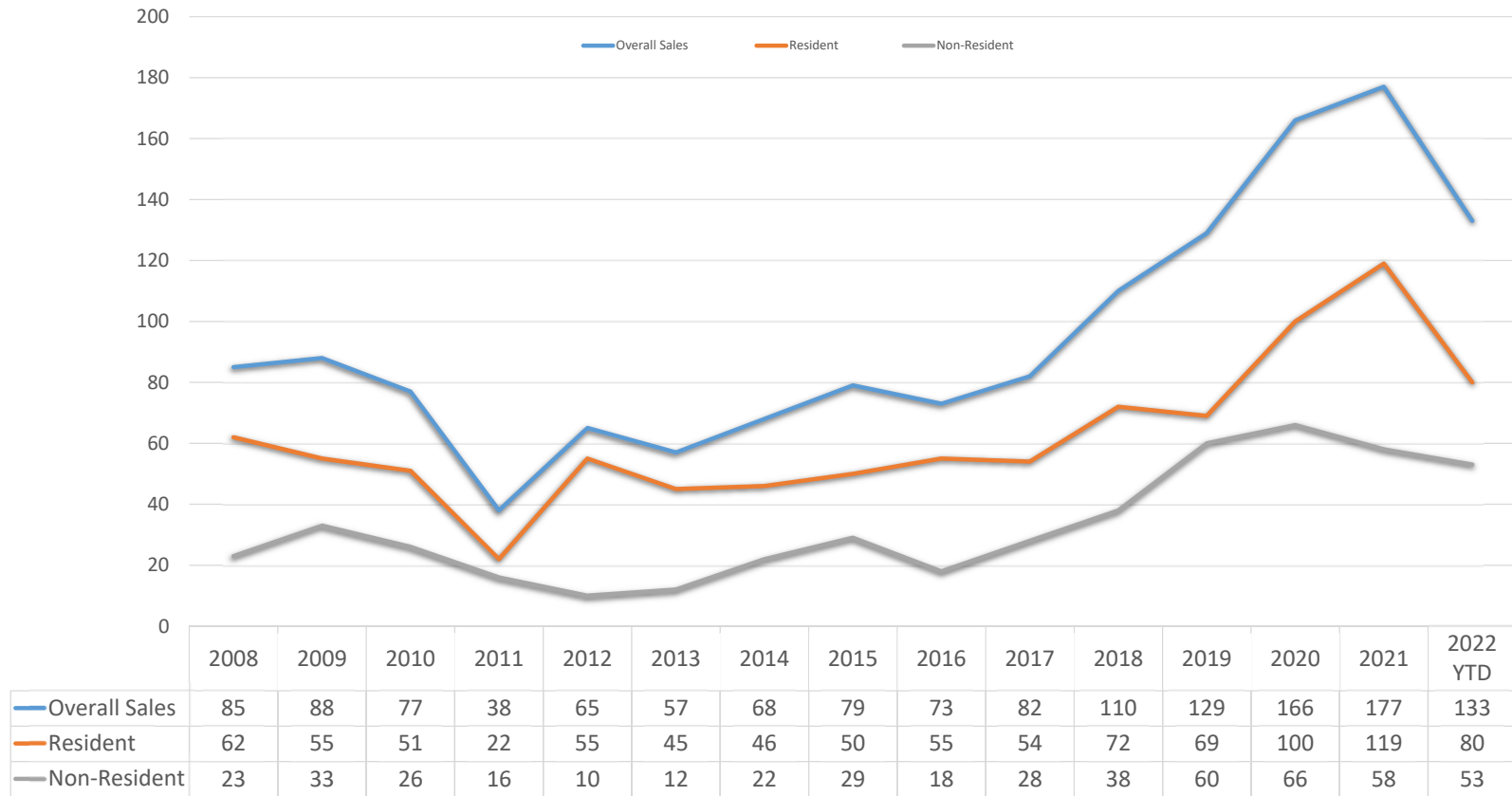


*Based on sales to residents and non-residents

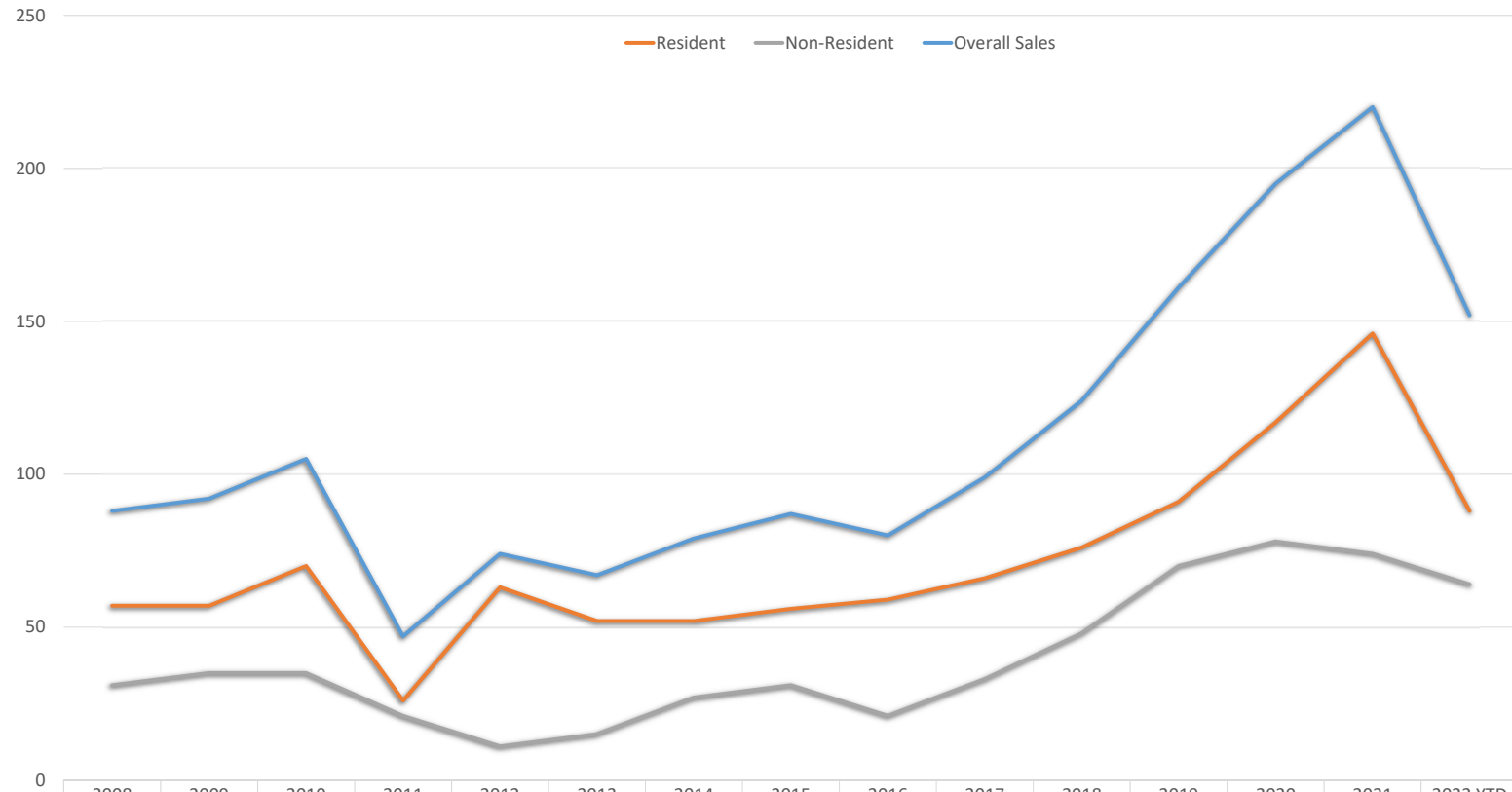
*According to average of sales there will be 0 spaces by the end of 2027

*Estimate of available spaces. In-Ground spaces for 2022 have included the unopened 685 spaces and current available spaces

IN-GROUND CEMETERY SALES
Resident vs Non-Resident
(Annual Sales)



CEMETERY ANNUAL SALES
Resident vs Non-Resident
(Columbarium, In-Ground & Niche Sales)



	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022 YTD
Resident	57	57	70	26	63	52	52	56	59	66	76	91	117	146	88
Non-Resident	31	35	35	21	11	15	27	31	21	33	48	70	78	74	64
Overall Sales	88	92	105	47	74	67	79	87	80	99	124	161	195	220	152



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 13, 2022		
Agenda Item Name		
Resolution No. 2022-042R		
Requested Action		
Request approval of Resolution 2022-042R		
Staff Report		
City staff is proposing an update to the current Building Services Department permit fee schedule, which was last updated in 2015. Staff requests the addition of a few new permit items and one new Planning item. Updating the fee schedule will better reflect the actual costs of these services that have increased over the years due to economic increase in gas and vehicle prices as well as salary increases, in order to better compete in hiring qualified professionals. This new fee schedule will help in covering the cost of 3rd party inspectors and plan reviewers for those positions that we have not been able to hire qualified applicants internally. The study was completed by Willdan Financial Services and the results demonstrated the need for the increase to several of our permit fees. Most were very minor adjustments. However, a few were larger increases because of the required number of inspections for that permit type, which included more visits to the project. A new Planning Fee was added, "Minor Site Revision", for small projects on existing sites. This will bring in approximately \$2,048 annually. Attached are samples showing the comparison of previous fees with proposed fees. Staff recommends adoption of the updated fee schedule.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2022-042R Building Services (11.14.2022)	2022-042R Building Services (11.14.2022).pdf	
2. Willdan Financial Fee Study	PERMIT FEE STUDY-WILLDAN.pdf	
3. Revised Comparison of Current rate to proposed rate	Revised Comparison of Current rate to proposed rate.docx	



CITY OF CLERMONT
RESOLUTION NO. 2022-042R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, RELATING TO FEES CHARGED BY THE CITY; AMENDING THE COMPREHENSIVE FEE SCHEDULE FOR DEVELOPMENT SERVICES AND BUILDING SERVICES; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Clermont pursuant to its Home Rule authority as a municipal corporation under the laws of the State of Florida, has the authority to establish and collect fees for development services and building services; and

WHEREAS, the adoption of fees as set forth herein, is consistent with Clermont City Code Chapter 54, Section(s) 100-145, and is in the best interest of the citizens of the City of Clermont and the cost effective, efficient, and appropriate operation of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida, as follows:

SECTION 1.

The City Council does hereby amend the Comprehensive Fee Schedule as shown in Exhibit A with strikethroughs indicating the removal of language and double underlines indicating the addition of language.

SECTION 2. CONFLICT

All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 3: ADMINISTRATIVE CORRECTION

This Resolution may be re-numbered or re-lettered, and/or corrected for typographical and/or scrivener's errors which do not affect the intent of said Resolution, as authorized by the City Manager or designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2022-042R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida this 13th day of December, 2022.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

EXHIBIT A
Fee Schedule

Section 1 - Planning & Zoning Fees

Public Hearing Applications

1.	Conditional Use Permit	\$845.00
2.	Rezoning	\$542.00
3.	Variance (Multiple variances for one property charged at a single fee)	Existing Square Foot Residential \$300.00 All Others \$600.00
4.	Right of Way Closing	\$1,000.00
5.	Annexation	\$155.00
6.	Comprehensive Plan Amendment - map amendment (small-scale)	\$755.00
7.	Comprehensive Plan Amendment - text and/or map amendment for 10+ acres (large-scale)	\$2,325.00

Site Plan Review

8.	Commercial	\$1,300.00
9.	Multifamily	\$1,300.00
10.	Subdivisions	\$1,515.00
11.	Commercial - Resubmittal	50% of Commercial Rate
12.	Multifamily - Resubmittal	50% of Multifamily Rate
13.	Subdivisions - Resubmittal	50% of Subdivisions Rate
14.	Site grading, clearance, or stormwater management plan review in absence of commencement of formal approved development construction.	\$620.00

Minor Site Plan Revision

\$285.00

Subdivision Plat Review

15.	Final Plat	\$250 + \$8/Lot
16.	Re-plat	\$300 + \$8/Lot
17.	Resubmission	\$50 + \$8/Lot; Max of \$775.00
18.	Plat Coordination	\$205.00

EXHIBIT A
Fee Schedule

Section 1 - Planning & Zoning Fees

Development Permit (Zoning Clearance)

19.	All Commercial (New Construction)	\$100.00
20.	All Residential/Existing Commercial/Miscellaneous	\$45.00
21.	Tree Removal Permit	\$25.00; If After-the-Fact \$155.00

Miscellaneous

22.	Document Request (Comprehensive Plan, LDRS, etc.)	Actual reproduction costs rounded up to the nearest \$1 figure. Single page item or series of pages = \$.20/page
23.	Concurrency Verification Letter (Non-binding analysis)	\$80.00
24.	Zoning Verification Letter	\$55.00
25.	Unity of Title	\$35.00
26.	Lot Split	\$35.00
27.	Advertising and Recording	Actual Cost Billed Separately
28.	Community Development District (CDD)	\$15,000.00
29.	Megacycle Application Fee (Non-Refundable)	\$100.00
30.	Megacycle Annual Permit Fee	\$100.00

Vacation Rental Permit & Inspection Fees

31.	Initial Permit Application Fee (per location)	\$300.00
32.	Initial Inspection Fee (per location)	\$75.00
33.	Annual Permit Renewal Fee and Re-Inspection Fee	\$150.00

Note: All Planning & Zoning Fees set forth in the Comprehensive Fee Schedule are subject to Federal, State and Local Sales Taxes as applicable.

EXHIBIT A
Fee Schedule

Section 2 - Building Services Fees

Administrative Fees

1.	Change of Primary Contractor	\$85.00
2.	Change of Sub Contractor	\$52.00
3.	Modifying Construction Plans After Permit Issuance	\$85.00
4.	Approve or Re-stamp Construction Plans (After Permit Issuance)	\$85.00
5.	Pre-power Approval Forms for First 60 Days	\$100.00
6.	Temporary/Conditional Certificate of Occupancy	\$180.00
7.	Replace Building Permit	\$10.00
8.	Fax Permits (Local)	\$5.00
9.	Fax Permits (Long Distance)	\$5.00
10.	Extensions of Permits - only 90 Day Extensions may be granted.	15% of original permit fee or \$55; whichever is greater
11.	Permit Amendment Fee - other than contractor changes	\$40.00
12.	Special Inspection Fee for after hours, weekend, and holiday.	\$150 Per Hour; time calculated as departure from home to return to home
13.	Customized Reports	\$40 Per Hour; one hour Minimum

Residential Permit Fees (Under Roof)

14.	Residential Building Permit (includes plan review, inspections, and admin).	\$0.35 per Square Foot; \$75 Minimum <u>\$0.40 per Square Foot; \$78 Minimum</u>
15.	Other Permit Items (Under Roof or impervious surface)	\$0.35 per Square Foot; \$75 <u>\$78</u> Minimum
16.	Other Permit Items - Residential (not covered elsewhere); includes demolitions.	\$75 <u>\$78</u> Minimum or 2% cost of construction; whichever is greater
17.	Roofing/Re-roofing	\$0.05 per Square Foot or \$75 <u>\$78</u> minimum; whichever is greater

EXHIBIT A
Fee Schedule

Section 2 - Building Services Fees

Residential Permit Fees (Under Roof) Continued

- | | | |
|-----|--|--|
| 18. | All Alterations/Renovations and Shell Only Permits | One half of the Square Foot rate
Residential; \$75 <u>\$78</u> Minimum |
|-----|--|--|

Mobile Homes

- | | | |
|-------|--|---|
| 19. | Pre Mobile Home Set Up - health, safety, and structural inspection prior to used mobile home setup.
(Pertains to used mobile homes only). | \$165.00 <u>\$247.00</u> |
| \$20. | Manufactured Homes Permit Fees -
Manufactured Home Permit - includes set-up, electric, plumbing, and mechanical. | \$445.00 <u>\$472.00</u> |
| 21. | Fees for additions to manufactured homes shall be calculated the same as building permit fee/aluminum permit fee. | \$0.35 <u>\$0.40</u> per Square Foot residential;
\$0.25 per Square Foot aluminum;
\$75 <u>\$78</u> Minimum |
| 22. | Modular Home Permit Fees | Same as Manufactured Homes |
| 23. | Modular Buildings DEO Approved | Same as Manufactured Homes |
| 24. | Commercial Building Permit (includes building plan review, inspections, administrative). | \$0.50 <u>\$0.53</u> per Square Foot;
\$150 Minimum |

Commercial Permit Fees (Under Roof)

- | | | |
|-----|---|---|
| 25. | Warehouses: 0 to 400,000 Square Feet | \$0.20 per Square Foot |
| 26. | Warehouses: 400,001 + Square Feet | \$0.15 <u>\$0.20</u> per Square Foot |
| 27. | Institutional | \$0.50 per Square Foot |
| 28. | Other permit items (Under Roof or impervious surface) | Commercial - \$150 Minimum |
| 29. | Other Permit - Commercial (commercial hoods, walk in coolers, retaining walls, site lighting, demolition, and other miscellaneous permits not covered elsewhere). | \$200 Minimum or 2%
Cost of Construction;
whichever is greater |
| 30. | Roofing/Re-Roofing | \$0.05 <u>\$0.06</u> per Square Foot or \$75 <u>\$78</u>
minimum; whichever is greater |

EXHIBIT A
Fee Schedule

Section 2 - Building Services Fees

Commercial Permit Fees (Under Roof) Continued

- | | | |
|-----|--|---|
| 31. | Marine | \$0.25 <u>\$0.26</u> per Square Foot - \$75 <u>\$78</u>
Residential or \$150
Commercial Minimum |
| 32. | Foundations | \$0.05 per Square Foot |
| 33. | All Alterations/Renovations and Shell Only Permits | One half of the Square Foot rate
Commercial - \$150 Minimum |

Sign Permit Fees

- | | | |
|-----|-------------------------------------|--|
| 34. | Permit Fees (for issuing each sign) | \$125.00 <u>\$132.00</u> |
| 35. | Permit Fees (with electric) | \$165.00 <u>\$167.00</u> |
| 36. | In addition: Wall hung signs | \$0.40 <u>\$0.42</u> per Square Foot per Side |
| 37. | Free Standing Signs | \$0.65 <u>\$0.66</u> per Square Foot per Side |

Swimming Pool Permit Fees

- | | | |
|-----|---|-------------------------------------|
| 38. | Spa (includes electrical, plan review, plumbing and gas). | \$125.00 <u>\$187.00</u> |
| 39. | Private Above-ground Swimming Pools (includes electrical, plan review, plumbing and gas). | \$110.00 <u>\$125.00</u> |
| 40. | Private In-ground Swimming Pools (includes electrical, plan review, plumbing, and gas). | \$370.00 <u>\$371.00</u> |
| 41. | Commercial Swimming Pools (includes electrical, plan review, plumbing, and gas). | \$515.00 <u>\$517.00</u> |

Other Fees

- | | | |
|-----|-----------------------------------|--|
| 42. | Aluminum Construction Permit Fees | \$0.25 per Square Foot;
\$75 <u>\$78</u> Minimum |
| 43. | Pool Enclosures | 1/2 Aluminum rate
\$75 <u>\$78</u> Minimum |
| 44. | Greenhouse Buildings | (including roofing)
\$75 <u>\$78</u> Minimum |
| 45. | Plumbing Permit Fees | \$0.05 per Square Foot;
\$75 <u>\$78</u> Minimum |

EXHIBIT A
Fee Schedule

Section 2 - Building Services Fees

Other Fees Continued

46.	Plumbing - Warehouse	1/2 plumbing rate \$75 <u>\$78</u> Minimum
47.	Gas piping/fixtures	\$0.05 per Square Foot; \$75 <u>\$78</u> Minimum
48.	Electrical Permit Fees	\$0.05 per Square Foot; \$75 <u>\$78</u> Minimum
49.	Electrical - Warehouses	1/2 electrical rate \$75 <u>\$78</u> Minimum
50.	Individual Basis - each service installation	\$115.00 <u>\$126.00</u>
51.	Each distribution/sub panel/disconnect new or replacement	\$115.00 <u>\$126.00</u>
52.	Mechanical Permit Fees	\$0.05 per Square Foot \$75 <u>\$78</u> Minimum
53.	Mechanical - Warehouse	1/2 Mechanical Rate \$75 <u>\$78</u> Minimum
54.	L/P and Natural Gas (greater than 125 Gallons)	\$165.00
55.	Fuel Storage	\$165.00
56.	Paint Booth	\$165.00 <u>\$177.00</u>
57.	Shed (aluminum, wood, other)	\$0.25 per Square Foot; \$75 <u>\$78</u> Minimum
58.	Fence	\$40 per 300 Linear Foot
59.	Change of Building Use/Occupancy (inspection required)	\$125.00 <u>\$127.00</u>
60.	Reinspection Fees	\$105.00

EXHIBIT A
Fee Schedule

Section 2 - Building Services Fees

Other Fees Continued

61.	If the first inspection was never made - renewal must be at full current value.	100%
62.	Slab Inspection approved and slab poured.	80%
63.	Lintel Inspection approved.	60%
64.	Framing and Rough all inspections approved.	40%
65.	Insulation Inspection approved.	20%
66.	For Final Inspections only.	10%
67.	Electrical, Plumbing and Mechanical Permit Renewal Fee	Renewal or sub permits shall be the Minimum permit fee
68.	Work without a Permit	Double permit fee or \$150; whichever is greater
69.	Contractor License Processing Fee	\$35.00
70.	Mechanical (Rooftop Units) - Installation/Replacement	\$150 Per Unit; if over 2,000 CFM (over 5 tons), additional fire fees may apply
71.	Expedited Plans Review	\$900.00
	<u>Photovoltaic with Electric</u>	<u>\$317.00</u>
	<u>Solar Heating</u>	<u>\$78.00</u>

Note: All Building Services Fees set forth in the Comprehensive Fee Schedule are subject to Federal, State and Local Sales Taxes as applicable.

City of Clermont, FL



Building Services User Fee Study

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Executive Summary

The City of Clermont engaged Willdan Financial Services (Willdan) to determine the full costs incurred by Building Services to support the various activities for which the City charges user fees. Due to the complexity and the breadth of performing a comprehensive review of fees, Willdan employed a variety of fee methodologies to identify the full costs of individual fee and program activities. This report and the appendices herein identifies 100% full cost recovery for City services and the recommended level of recovery as determined through discussion with departmental staff.

The reality of the local government fee environment is that significant increases to achieve 100% cost recovery can often not be feasible, desirable, or appropriate depending on policy direction —particularly in a single year. The recommended fees identified herein are either at or less than full cost recovery.

User Fee Background

Background

As part of a general cost recovery strategy, local governments adopt user fees to fund programs and services that provide limited or no direct benefit to the community as a whole. As cities struggle to maintain levels of service and variability of demand, they have become increasingly aware of subsidies provided by the General Fund and have implemented cost-recovery targets. To the extent that governments use general tax monies to provide individuals with private benefits, and not require them to pay the full cost of the service (and, therefore, receive a subsidy), the government is limiting funds that may be available to provide other community-wide benefits. In effect, the government is using community funds to pay for private benefit. Unlike most revenue sources, cities have more control over the level of user fees they charge to recover costs, or the subsidies they can institute.

Additional Policy Considerations

The recent trend for municipalities is to update their fee schedules to reflect the actual costs of certain public services primarily benefitting users. User Fees recover costs associated with the provision of specific services benefiting the user, thereby reducing the use of General Fund monies for such purposes.

In addition to collecting the direct cost of labor and materials associated with processing and administering user services, it is common for local governments to recover support costs. Support costs are those costs relating to a local government's central service departments that are properly allocable to the local government's operating departments. Central services support cost allocations were incorporated using the City's Cost Allocation Plan. This plan was developed by the City prior to the User Fee study to determine the burden placed upon central services by operating departments and funds in order to allocate a proportionate share of central service cost.

As labor effort and costs associated with the provision of services fluctuate over time, a significant element in the development of any fee schedule is that it has the flexibility to remain current. Therefore, it is recommended that the City include an inflationary factor in the resolution adopting the fee schedule to allow the City Council, by resolution, to annually increase or decrease the fees.

The City may employ many different inflationary factors. The most commonly used inflator is some form of the Consumer Price Index (CPI) as it is widely well known and accepted. A similar inflator is the implicit price deflator for GDP, which is much like the CPI except that while the CPI is based on the same "basket" of goods and services every year, the price deflators' "basket" can change year to year. Since the primary factor for the cost of a City's services is usually the costs of the personnel involved, tying an inflationary factor that connects more directly to the personnel costs can be suitable if there is a clear method, or current practice of obtaining said factor.

Each City should use an inflator that they believe works the best for their specific situation and needs. It is also recommended that the City perform this internal review annually with a comprehensive review of services and fees performed every three to five years, which would include adding or removing fees for any new or eliminated programs/services.

Study Objective

As the City of Clermont seeks to efficiently manage limited resources and adequately respond to increased service demands, it needs a variety of tools. These tools provide assurance that the City has the best information and the best resources available to make sound decisions, fairly and legitimately set fees, maintain compliance with state law and local policies, and meet the needs of the City administration and its constituency. Given the limitations on raising revenue in local government, the City recognizes that a User Fee Study is a very cost-effective way to understand the total cost of services and identify potential fee deficiencies. Essentially, a User Fee is a payment for a requested service provided by a local government that primarily benefits an individual or group.

The total cost of each service included in this analysis is based on the full cost of providing City services, including direct salaries and benefits of City staff, direct departmental costs, and indirect costs from central service support. This study determines the full cost recovery fee for the City to provide each service; however, each fee is set at the City's discretion, up to 100% of the total cost, as specified in this report.

The principle goal of the study was to help the City determine the full cost of the services that the City provides. In addition, Willdan established a series of additional objectives including:

- Developing a rational basis for setting fees
- Identifying subsidy amount, if applicable, of each fee in the model
- Enhancing fairness and equity
- Ensuring compliance with State law
- Developing an updatable and comprehensive list of fees
- Maintaining accordance with City policies and goals

The study results will help the City better understand its true costs of providing services and may serve as a basis for making informed policy decisions regarding the most appropriate fees, if any, to collect from individuals and organizations that require individualized services from the City.

Scope of the Study

The scope of this study encompasses a review and calculation of user fees charged by the following:

- Building Services
- Planning – Minor Site Plan Revision Fee

The study involved the identification of existing and potential new fees, fee schedule restructuring, data collection and analysis, orientation and consultation, quality control, communication and presentations, and calculation of individual service costs (fees) or program cost recovery levels.

Aim of the Report

The User Fee Study focused on the cost of City services, as City staff currently provides them at existing, known, or reasonably anticipated service and staff levels. This report provides a summary of the study results, and a general description of the approach and methods Willdan and City staff used to determine the recommended fee schedule. The report is not intended to document all of the numerous discussions throughout the process, nor is it intended to provide influential dissertation on the qualities of the utilized tools, techniques, or other approaches.

Project Approach and Methodology

Conceptual Approach

The basic concept of a User Fee Study is to determine the “reasonable cost” of each service provided by the City for which it charges a user fee. The full cost of providing a service may not necessarily become the City’s fee, but it serves as the objective basis as to the maximum amount that may be collected.

The professional enforcement of carefully developed and adopted Building and Related Code regulations is critical for the health and safety of the citizens of every community. The enforcement of these codes also requires the adoption of reasonable fees. Fees, by State mandate, may not be an unmetered revenue mechanism for the City’s General Fund. Florida Statutes prohibit the use of permit fees for any use other than offsetting the reasonable costs of enforcing Building Codes. Accordingly, the City of Claremont cannot financially profit from nor fund or subsidize other operations not reasonably related to the enforcement of the Florida Building and Related Codes.. In order to maintain compliance with the letter and spirit of the law, a reasonable cost standard was used in determination of services, and every component of the fee study process included a related review.

Fully Burdened Hourly Rates

The total cost of each service included in this analysis is primarily based on the Fully Burdened Hourly Rates (FBHRs) that were determined for City personnel directly involved in providing services. The FBHRs include not only personnel salary and benefits, but also any costs that are reasonably ascribable to personnel. The cost elements that are included in the calculation of fully burdened rates are:

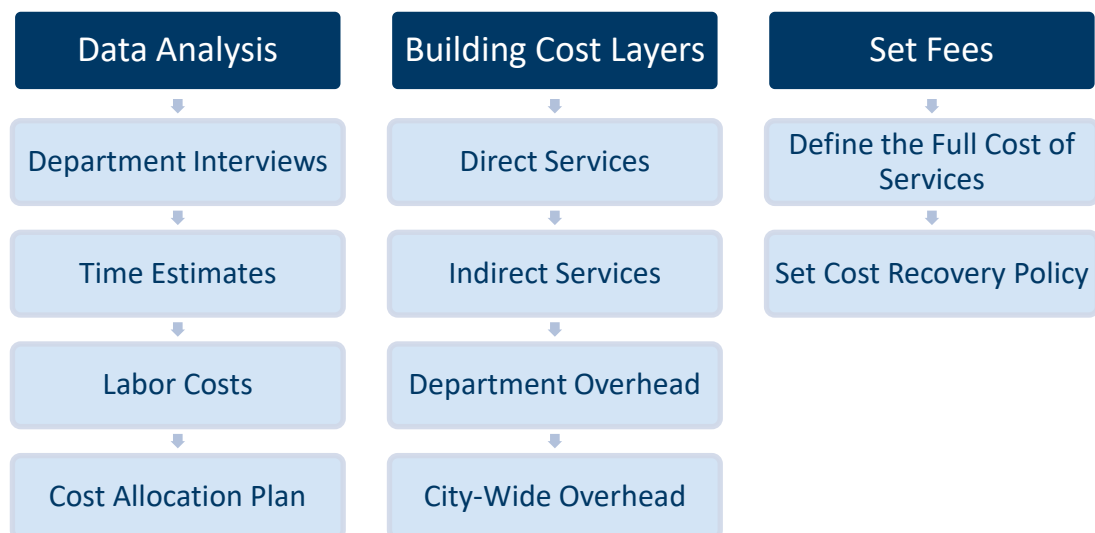
- Salaries & benefits of personnel involved
- Operating costs applicable to fee operations
- Departmental support, supervision, and administration overhead
- Indirect City-wide overhead costs calculated through the Cost Allocation Plan

An important factor in determining the fully burdened rate is in the calculation of productive hours for personnel. This calculation takes the available workable hours in a year of 2,080 and adjusts this figure to account for calculated or anticipated hours’ employees are involved in non-billable activities such as paid vacation, sick leave, emergency leave, holidays, and other considerations as necessary. Dividing the full cost by the number of productive hours provides the FBHR.

The FBHRs are then used in conjunction with time estimates, when appropriate, to calculate a fees' cost based on the personnel and the amount of their time that is involved in providing each service.

Summary Steps of the Study

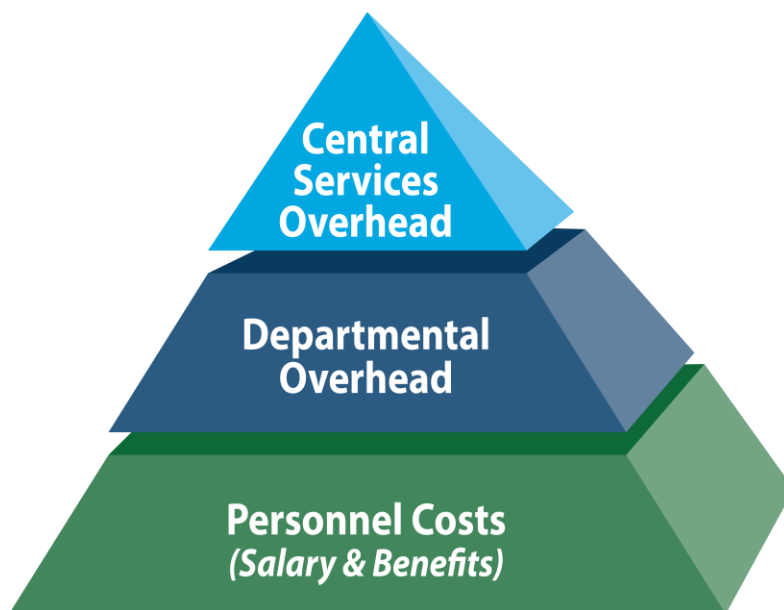
The methodology to evaluate most User Fee levels is straightforward and simple in concept. The following list provides a summary of the study process steps:



Allowable Costs

This report identifies three types of costs that, when combined, constitute the fully burdened cost of a service (**Appendix D**). Costs are defined as direct labor, including salary and benefits, departmental overhead costs, and the City's central services overhead, where departmental and central service overhead costs constitute support costs. These cost types are defined as follows:

- **Direct Labor (Personnel Costs):** The costs related to staff salaries for time spent directly on fee-related services.
- **Departmental Overhead:** A proportional allocation of departmental overhead costs, including operation costs such as supplies and materials that are necessary for the department to function.
- **Central Services Overhead:** These costs, detailed in the City's Cost Allocation Plan, represent services provided by those Central Services Departments whose primary function is to support other City departments.



Methodology

The method of analysis for calculating fees used in this report is the:

Case Study Method (Standard Unit Cost Build-Up Approach): This approach estimates the actual labor and material costs associated with providing a unit of service to a single user. This analysis is suitable when City staff time requirements do not vary dramatically for a service, or for special projects where the time and cost requirements are easy to identify at the project's outset. Further, the method is effective in instances when a staff member from one department assists on an application, service or permit for another department on an as-needed basis. Costs are estimated based upon interviews with City staff regarding the time typically spent on tasks, a review of available records, and a time and materials analysis.

Quality Control/Quality Assurance

All study components are interrelated, thus flawed data at any step in the process will cause the ultimate results to be inconsistent and unsound. The elements of our Quality Control process for User Fee calculations include:

- Involvement of knowledgeable City staff
- Clear instructions and guidance to City staff
- Reasonableness tests and validation
- Normalcy/expectation ranges
- FTE balancing
- Internal and external reviews
- Cross-checking

Reasons for cost increases/decreases over current fees

Within the fee tables in **Appendix C**, the differences identified between the full costs calculated through the study and the fee levels currently in effect. The reasons for differences between the two can arise from a number of possible factors including:

- Previous fee levels may have been set at levels less than full cost intentionally, based on policy decisions
- Staffing levels and the positions that complete fee and service activity may vary from when the previous costs were calculated
- Personnel and materials costs could have increased at levels that differed from any inflationary factors used to increase fees since the last study
- Costs that this study has identified as part of the full cost of services may not have been accounted for in a previous study
 - Departmental overhead and administration costs
 - Indirect overhead from the Cost Allocation Plan
- Changes in processes and procedures within a department, or the city as a whole

City Staff Contributions

As part of the study process, Willdan received tremendous support and cooperation from City staff, which contributed and reviewed a variety of components to the study, including:

- Budget and other cost data
- Staffing structures
- Fee and service structures, organization, and descriptions
- Direct and indirect work hours (billable/non-billable)
- Time estimates to complete work tasks
- Current fee levels
- Review of draft results and other documentation

A User Fee Study requires significant involvement of the managers and line staff from the departments—on top of their existing workloads and competing priorities. The contributions from City staff were critical to this study. We would like to express our appreciation to the City and its staff for their assistance, professionalism, positive attitudes, helpful suggestions, responsiveness, and overall cooperation.

Clermont User Fees

Cost Recovery

The cost recovery models, by department/division fee type, are presented in detail in **Appendix D**. Full cost recovery is predominantly determined by summing the estimated amount of time each position (in increments of minutes or hours) spends to render a service. Time estimates for each service rendered were predominately determined by Willdan and City Staff through a time and materials survey. The resulting cost recovery amount represents the total cost of providing each service. The City's current fee being charged for each service, if applicable, is provided in this section, as well, for reference.

It is important to note that the time and materials survey used to determine the amount of time each employee spends assisting in the provision of the services listed on the fee schedule is an essential working document in identifying the total cost of providing each service. Specifically, in providing services, a number of employees are often involved in various aspects of the process, spending anywhere from a few minutes to several hours on the service.

The principle goal of this study was to identify the cost of City services, to provide information to help the City make informed decisions regarding the actual fee levels and charges. The responsibility to determine the final fee levels is a complicated task. City staff must consider many issues in formulating recommendations, and the City Council must consider those same issues and more in making the final decisions.

City staff assumes the responsibility to develop specific fee level recommendations to present to the City Council. Unfortunately, there are no hard and fast rules to guide the City, since many of the considerations are based on the unique characteristics of the City of Clermont, and administrative and political discretion. However, in setting the level of full cost recovery for each fee, one should consider whether the service solely benefits one end user or the general community.

Subsidization

Recalling the definition of a user fee helps guide decisions regarding subsidization. The general standard is that individuals (or groups) whom receive a wholly private benefit should pay 100% of the full cost of the services. In contrast, services that are simply public benefit should be funded entirely by the general fund's tax dollars. Unfortunately, for the decision makers, many services fall into the range between these two extremes.

Further complicating the decision, opponents of fees often assert that the activities subject to the fees provide economic, cultural, "quality of life," or other community benefits that exceed the costs to the City.

It is recommended the City consider such factors during its deliberations regarding appropriate fee levels.

Of course, subsidization can be an effective public policy tool, since it can be used to reduce fees to encourage certain activities (such as compliance inspections to ensure public safety) or allow some people to be able to afford to receive services they otherwise could not at the full cost. In addition, subsidies can

be an appropriate and justifiable action, such as to allow citizens to rightfully access services, without burdensome costs.

Despite the intent, it is important for the City and public to understand that subsidies must be covered by another revenue source, such as the General Fund. Therefore, the general taxpayer will potentially help to fund private benefits, and/or other City services will not receive funds that are otherwise directed to cover subsidies.

Impact on Demand (Elasticity)

Economic principles of elasticity suggest that increased costs for services (higher fees) will eventually curtail the demand for the services; whereas lower fees may spark an incentive to utilize the services and encourage certain actions. Either of these conditions may be a desirable effect to the City. However, the level of the fees that would cause demand changes is largely unknown. While the Cost of Service Study did not attempt to evaluate the economic or behavioral impacts of higher or lower fees, the fee changes recommended in this report are not anticipated to incur any material impacts on demand for Building services. The fee recommendations are reasonable based on the cost and in comparison with other jurisdictions.

Summary

If the City's principal goal of this study were to maximize revenues from user fees, Willdan would recommend setting user fees at 100% of the full cost identified in this study. However, we understand that revenue enhancement is not the only goal of a cost of service study, and sometimes full-cost recovery is not needed, desired, or appropriate. Other City and departmental goals, City Council priorities, policy initiatives, past experience, implementation issues, and other internal and external factors may influence staff recommendations and City Council decisions. In this case, the proper identification of additional services (new or existing services) and creation of a consistent and comprehensive fee schedule was the primary objective of this study. City staff has reviewed the full costs and identified the "recommended fee levels" for consideration by City Council. The attached appendices exhibit these unit fees individually.

The preceding sections provide background for each department or division and the results of this study's analysis of their fees. For the full list of each fee's analysis, refer to [Appendix D](#) of this report.

Building

Building Services is responsible by Florida Statutes for building plan review and building inspections within the City of Clermont. The plan review and inspection functions include all commercial and residential construction plan reviews, inspections of these structures while under construction, and the tracking and permitting of the construction process. Building Services may also disseminate building code information and ADA Standards.

Analysis

Willdan individually reviewed the services and programs associated with the Building Division. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of Building Services relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. For unit fees under Mechanical, Plumbing, and Electrical sections the services listed are not typically provided on a single use basis, but often combine multitudes within those sections. The analysis found that most services' current fees are currently set below the full cost of providing service. Services are being subsidized, and staff has provided suggested fee levels to increase cost recovery. It is recommended that the City increase cost recovery for Building services to the levels shown for each fee as detailed in [Appendix D](#). As a result, there would be:

- an increase to 28 fees;
- 28 fees would remain as currently set, and;
- the total revenue change projected in the analysis is around 5%.

Planning

Planning and Development Services is responsible for the following:

- Reviewing requests for rezoning, future land use map amendments, future land use text amendments, and variances to the code.
- Reviewing conditional use permits, sign permits and single-family residential development requests.
- Participating in the development-review process and commenting on development permits, Developments of Regional Impact (DRI's), Planned Unit Developments, subdivision plans, site plans, conditional use permits, landscape plans, annexations and right of way/easement abandonment.
- Revising existing and developing new Land Development Regulations to implement the goals and objectives of the Comprehensive Plan and the directives of the City Council.
- Assisting property owners and the development community and providing coordination between Lake County and local and state agencies.
- Implementing development regulations, commonly referred to as the zoning code, which includes the list of permitted and conditional uses within individual zoning districts, building setbacks, parking, landscaping and signage requirements.
- Handling site plan review for commercial sites.

Analysis

One new fee, Minor Site Plan Revision, was added to the fee schedule by a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City Central Services. Staff is recommending the fee to be set a 100% cost recovery as detailed in [Appendix D](#). The new fee will generate approximate \$2,048 on an annual basis.

Appendix A – Fee Comparisons

This appendix is included in the report for information Purposes Only

Below is a fee comparison for a limited selection of some facility use fees with some surrounding cities. Cities included in the comparison were: St. Cloud, Winter Garden, Winter Park, Lakeland, Orlando, Leesburg, and Lake County. This comparison is not an extensive survey of all fees but is meant to compare a select number of common fees as indicators for a broader comparison with surrounding jurisdictions. Comparisons are often used as a tool to measure a city's fees against others. Because of the variability that exists between cities themselves there are a great many variables to keep in mind, that cannot usually be accounted for in a comparison, that underlie the basis for how each city sets its fees. Below is a sample of some of the most common variables to keep in mind for a fee comparison:

- It is often unknown whether a compared city has done a full cost study, or if theirs are based on historical or other subjective factors;
- Subsidy rates of compared cities are often unknown;
- Same-labeled fees of other cities are unknown to include the same level of services, and may include more or less service or services;
- A same labeled fee may be providing for a different service altogether;
- There may be additional charges for a listed service that is levied by other departments (the fee seen may not be the full charge for a type of service);
- Different policy goals and considerations of a City will usually be unknown and will affect the cost recovery levels set by each city;
- The unit base (per hour, team, etc.) used to charge a fee could often differ city to city;
- Even if all the above is taken to be equal the City, the actual cost inputs will differ from City to City, for example:
 - Salary and benefits of the employees and positions involved in providing services will vary;
 - Various overhead levels will be different city to city;
 - Staffing levels will differ and affect not only who works on fees, but from a program cost approach, will change the cost needed to be recovered;
 - Service levels will differ city to city, so that while one city may have X amount of participation, another will have Y which may yield different cost structures for each city;
 - The efficiency of the employees themselves may differ city to city, which will cause differences in cost or time estimations.

Building Services Fees

Description	Unit	Current Fee/Charge	Suggested Fee	City of Ocoee	City of St. Cloud	City of Winter Garden	City of Winter Park	City of Lakeland	City of Orlando	City of Leesburg	Lake County
Residential Permit Fees (Under Roof)											
Residential Building Permit (Includes plan review, inspections, and admin.)	per Square Foot	0.35	\$0.43	\$30 plus \$3.50/\$1000 of res construction cost. In addition, plan review: 1/2 of permit fee	Varies by size. 2,000 sf \$1487.42. Plan review fee 25% of the permit fee	Varies by size. Upt o 2,499 sf \$30 plus \$6.00 for each add't \$1000 of construction value. Plan review \$60	Varies by size. 1,200 sf per dwelling unit \$6,425	Based on valuation. \$1000 - \$10000 = \$72. Plan review \$31.50 or 25% of Building permit	\$63.67 for the first \$1000 of construction cost plus \$4.24 for each add't \$1000	\$0.26 per SF. \$75 min	\$0.26 per SF. \$100 min
Mobile Homes											
Pre Mobile Home Set Up – health, safety, and structural inspection prior to used mobile home setup. (Pertains to used mobile homes only)		165.00	\$247.00	nonrefundable inspection fee of \$50, plus \$1 per mile for any mobile home inspection that is located over 50 miles from the City limits of Ocoee.	\$360.32	\$275.00	Mobile Home Park \$3054	\$31.50	NA	\$270.00	\$323.00
Manufactured Homes Permit Fees – Includes set-up, electric, plumbing, and mechanical		445.00	\$294.00	NA	Modular Structure \$420.37. \$64.87 for sub permits	\$300.00	Mobile Home Park \$3054	NA	NA	\$270.00	\$323.00
Commercial Permit Fees (Under Roof)											
Warehouses: 0 to 400,000 Square Feet	per Square Foot	0.20	\$0.09	\$30 plus \$4.50/\$1000 of com construction cost. In addition, plan review: 1/2 of 1% of value of construction	Varies by valuation. Permit type of \$1,000 = \$98.75 plus \$3.42 for each add't thousand. Plan review fee 50% of the permit	Varies. Based on contruction value. \$30 for \$1000 plus \$6 per each add't thousand to and including \$15000. Plan review 1/2 of Building Permit fee	per 1,000 sf \$1050	Based on valuation. \$1000 - \$10000 = \$72. Plan review \$31.50 or 25% of Building permit	Commercial:Varies \$63.67 for the first \$1000 of construction cost plus \$10.60 for each add't \$1000 up to and including \$25,000	1/2 of commercial rate; \$135 min	\$0.19 per sf
Institutional	per Square Foot	0.50	\$0.19	\$30 plus \$4.50/\$1000 of com construction cost. In addition, plan review: 1/2 of 1% of value of construction	Varies by valuation. Permit type of \$1,000 = \$98.75 plus \$3.42 for each add't thousand. Plan review fee 50% of the permit	Varies. Based on contruction value. \$30 for \$1000 plus \$6 per each add't thousand to and including \$15000. Plan review 1/2 of Building Permit fee	School per 1,000 sf \$6998. Public Assembly per 1,000 sf \$3284 Daycare per 1,000 sf \$9446	Based on valuation. \$1000 - \$10000 = \$72. Plan review \$31.50 or 25% of Building permit	Commercial:Varies \$63.67 for the first \$1000 of construction cost plus \$10.60 for each add't \$1000 up to and including \$25,001	NA	Commercial Misc \$0.23 per sf
Sign Permit Fees											
Permit Fee (with electric)		165.00	\$74.00	\$1 per square foot of sign	\$110.00	NA	\$50.00	Ground signs: 50 sf or less \$72 plus \$1.35/sf	NA	\$90.00	\$150 minimum per permit plus \$75 for each additional sign on same permit & property
Swimming Pool Permit Fees											
Private In-ground Swimming Pools (includes electrical, plan review, plumbing, and gas).		370.00	\$371.00	\$30 plus \$3.50/\$1000 if actual construction cost	Varies by valuation. Permit type of \$1,000 = \$80.59 plus \$3.42 for each add't thousand.	\$130.00	NA	\$80.00	\$50.00	\$225.00	\$269.00
Other Fees											
Photovoltaic with Electric		305.00	\$221.00	NA	NA	NA	Tier 1 \$50.00 Tier 2 \$150.00	\$72.00	NA	NA	NA
Planning											
Minor Site Plan Revision		New	\$256.00	NA	50% of original fee	NA	NA	\$500.00	NA	\$200.00	\$275.00

Appendix B – Total Allowable Cost to be Recovered

Below are the total allowable costs that may be recovered through User Fees; however, only a percentage of the total allowable cost is realized as staff not only works on services related to User Fees, but also works on an array of other City functions during the operational hours of the City. The amounts listed below will not reconcile to City budgets as costs that should not be included in overhead for personnel in the application of determining fully burdened hourly rates were excluded. Examples of these costs are capital, debt, monetary transfers, contract costs, and any other costs that is charged directly to the service requestor.

City of Clermont - Building Services Department User Fee Study Overhead Rate Calculations

Department	Salaries & Benefits	Department Operations & Administration	Direct Overhead %	Indirect Allocation %
Building Services Fund	1,174,313	900,700	77%	3.27%
Planning & Development Service	563,687	108,850	19%	10%

Appendix C – Fully Burdened Hourly Rates

Below are fully burdened hourly rates of staff positions that provide for the services detailed in **Appendix D**. The FBHRs were used to determine the full cost of each service. They include the salary and benefit costs for each position as well as all applicable overhead amounts for each position. For any user fee service request that is outside the scope of the fees detailed in **Appendix D**, or for services for which there is no fee currently set, the City can charge up to the full cost of the FBHR for personnel involved.

City of Clermont - Building Services Department User Fee Study Fully Burdened Hourly Rate Calculation

Department	Position	Fully Burdened Hourly Rate
Position Rates		
Building Services Fund	Building - Administrative Assistant	\$65.25
Building Services Fund	Building - Assistant City Manager	\$238.98
Building Services Fund	Building - Bldg Inspector II	\$85.13
Building Services Fund	Building - Bldg Inspector II/Plans Reviewer- PT	\$37.68
Building Services Fund	Building - Building Inspector II	\$96.52
Building Services Fund	Building - Building Official	\$152.60
Building Services Fund	Building - Building Service Director	\$132.73
Building Services Fund	Building - Building Services Manager	\$95.29
Building Services Fund	Building - Building SRV Coord	\$87.91
Building Services Fund	Building - Chief Building Inspector	\$124.57
Building Services Fund	Building - Lead Permit Tech	\$81.89
Building Services Fund	Building - Permitting Technician	\$36.91
Building Services Fund	Building - Plans Reviewer III	\$101.64
Building Services Fund	Building - Receptionist - Part-Time	\$25.19
Building Services Fund	Building - Senior Records Specialist	\$49.46
Planning & Development Service	Plng - Fire Marshal	\$87.01
Planning & Development Service	Plng - Public Services	\$41.73
Planning & Development Service	Plng - Senior Planner	\$72.50

Appendix D – Cost Recovery Analysis

The following tables provide the results of the analysis, resulting full cost recovery amount, and recommended fees.

Building Services Fees

#	Description	Current Fee/Charge	Unit	Notes
1	Residential Permit Fees (Under Roof)			
2	Residential Building Permit (Includes plan review, inspections, and admin.)	0.35	per Square Foot	\$78 Minimum
3	Other Permit Items – Residential (not covered elsewhere); includes demolitions	2%	cost of construction	Or \$78 Minimum, whichever is greater
4	Roofing/Re-roofing	0.05	per Square Foot	Or \$78 Minimum, whichever is greater
5	All Alterations/Renovations and Shell Only Permits	One half of the Square Foot rate Residential		\$78 Minimum
6	Mobile Homes			
7	Pre Mobile Home Set Up – health, safety, and structural inspection prior to used mobile home setup. (Pertains to used mobile homes only)	165.00		
8	Manufactured Homes Permit Fees – Includes set-up, electric, plumbing, and mechanical	445.00		
9	Fees for additions to manufactured homes shall be calculated the same as building permit fee - non-aluminum permit fee.	0.35	per Square Foot	\$78 Minimum
10	Fees for additions to manufactured homes shall be calculated the same as building permit fee - aluminum permit fee.	0.25	per Square Foot	\$78 Minimum
11	Modular Home Permit Fees	Same as Manufactured Homes		
12	Modular Building DEO Approved	Same as Manufactured Homes		
13	Commercial Building Permit (includes building plan review, inspections, administrative).	0.50	per Square Foot	\$150 Minimum
14	Commercial Permit Fees (Under Roof)			
15	Warehouses: 0 to 400,000 Square Feet	0.20	per Square Foot	
16	Warehouses: 400,001 + Square Feet	0.15	per Square Foot	
17	Institutional	0.50	per Square Foot	
18	Other Permit – Commercial (commercial hoods, walk in coolers, retaining walls, site lighting, demolition, and other miscellaneous permits not covered elsewhere).	2%	cost of construction	Or \$200 Minimum, whichever is greater
19	Roofing/Re-Roofing	0.05	per Square Foot	Or \$78 Minimum, whichever is greater
20	Marine	0.25	per Square Foot	\$78 Residential or \$150 Commercial Minimum

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$0.40	0%	\$0.40	\$0.05
2%	0%	2%	0%
\$0.05	0%	\$0.05	\$0.00
Variable	Fee increase limit	One half of the Square Foot rate Residential	\$0.00
\$294.46	16%	\$247.00	\$82.00
\$472.61	0%	\$472.00	\$27.00
\$0.40	0%	\$0.40	\$0.05
\$0.25	0%	\$0.25	\$0.00
\$472.61	0%	\$472.00	NA
\$472.61	0%	\$472.00	NA
\$0.53	0%	\$0.53	\$0.03
\$0.20	0%	\$0.20	\$0.00
\$0.20	0%	\$0.20	\$0.05
\$0.50	0%	\$0.50	\$0.00
2%	0%	2%	0%
\$0.06	0%	\$0.06	\$0.01
\$0.26	0%	\$0.26	\$0.01

Building Services Fees

#	Description	Current Fee/Charge	Unit	Notes
21	Foundations	0.05	per Square Foot	Or \$78 Minimum, whichever is greater
22	All Alterations/Renovations and Shell Only Permits	One half of the Square Foot rate		
23	<u>Sign Permit Fees</u>			
24	Permit Fees (for issuing each sign)	125.00		
25	Permit Fee (with electric)	165.00		
26	In addition: Wall hung signs	0.40	per Square Foot per Side	
27	Free Standing Signs	0.65	per Square Foot per Side	
28	<u>Swimming Pool Permit Fees</u>			
29	Spa (includes electrical, plan review, plumbing and gas).	125.00		
30	Private Above-Ground Swimming Pools (includes electrical, plan review, plumbing and gas).	110.00		
31	Private In-ground Swimming Pools (includes electrical, plan review, plumbing, and gas).	370.00		
32	Commercial Swimming Pools (includes electrical, plan review, plumbing, and gas)	515.00		
33	<u>Other Fees</u>			
34	Aluminum Construction Permit Fees \$0.25 per Square Foot;	0.25	per Square Foot	\$78 Minimum
35	Pool Enclosures	1/2 Aluminum rate		\$78 Minimum
36	Greenhouse Buildings (including roofing)	0.00		\$78 Minimum
37	Plumbing Permit Fees	0.05	per Square Foot	\$78 Minimum
38	Plumbing - Warehouse	1/2 plumbing rate		\$78 Minimum
39	Gas piping/fixtures	0.05	per Square Foot	\$78 Minimum
40	Electrical Permit Fees	0.05	per Square Foot	\$78 Minimum
41	Electrical – Warehouses	1/2 electrical rate		\$78 Minimum
42	Individual Basis – each service installation	115.00		
43	Each distribution/sub panel/disconnect new or replacement	115.00		

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$0.05	0%	\$0.05	\$0.00
Variable	0%	One half of the Square Foot rate	\$0.00
\$132.36	0%	\$132.00	\$7.00
\$167.61	0%	\$167.00	\$2.00
\$0.42	0%	\$0.42	\$0.02
\$0.66	0%	\$0.66	\$0.01
\$221.43	16%	\$187.00	\$62.00
\$186.18	33%	\$125.00	\$15.00
\$371.16	0%	\$371.00	\$1.00
\$517.74	0%	\$517.00	\$2.00
\$0.25	0%	\$0.25	\$0.00
Variable	0%	1/2 Aluminum rate	\$0.00
\$221.43	100%	\$0.00	\$0.00
\$0.05	0%	\$0.05	\$0.00
Variable	16%	1/2 plumbing rate	\$0.00
\$0.05	0%	\$0.05	\$0.00
\$0.05	0%	\$0.05	\$0.00
Variable	0%	1/2 electrical rate	\$0.00
\$126.80	1%	\$126.00	\$11.00
\$126.80	1%	\$126.00	\$11.00

Building Services Fees

#	Description	Current Fee/Charge	Unit	Notes
44	Mechanical Permit Fees	0.05	per Square Foot	\$78 Minimum
45	Mechanical – Warehouse	1/2 Mechanical Rate		\$78 Minimum
46	L/P and Natural Gas (greater than 125 Gallons)	165.00		
47	Fuel Storage	165.00		
48	Paint Booth	165.00	per booth	
49	Shed (aluminum, wood, other) \$0.25 per Square Foot;	0.25	per Square Foot	\$78 Minimum
50	Minimum Fee	75.00		
51	Fences	40.00	per 300 LF	\$78 Minimum
52	Change of Building Use / Occupancy - No Renovations	125.00		No Renovations
53	Change of Building Use / Occupancy - Renovations	125.00		
54	Photovoltaic with Electric	305.00		
55	Solar Heating	75.00	minimum	

* Minimum fee of \$78 required for all Permits (Except fences)

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$0.05	0%	\$0.05	\$0.00
Variable	0%	1/2 Mechanical Rate	\$0.00
\$165.15	0%	\$165.00	\$0.00
\$165.15	0%	\$165.00	\$0.00
\$177.41	0%	\$177.00	\$12.00
\$0.25	0%	\$0.25	\$0.00
\$78.12	0%	\$78.00	\$3.00
\$40.45	1%	\$40.00	\$0.00
\$127.90	1%	\$127.00	\$2.00
\$221.43	16%	\$187.00	\$62.00
\$317.95	0%	\$317.00	\$12.00
\$78.54	1%	\$78.00	\$3.00

Planning

#	Description	Current Fee/Charge	Unit	Notes
1	Minor Site Plan Revision	New		

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$256.68	0%	\$256.00	NA



27368 Via Industria, Suite 200
Temecula, California 92590-4856
800.755.6864 | Fax: 888.326.6864
951.587.3500 | Fax: 951.587.3510

www.willdan.com

Comparison of Current rate to proposed rate:

Based on a 2500 square foot home with a valuation of \$300,000.

Residential Building Permit (includes Plan Review, inspections and admin fee)

Current fee (0.35 square foot)	New fee: (0.40 square foot)
\$875.00	\$1000.00

Commercial Building Permit

Current fee (0.50 square foot)	New fee (0.53 square foot)
\$1250.00	\$1325.00

Reroof Permit

Current fee (0.05 square foot)	New fee (0.06 square foot)
\$125.00	\$150.00

Note: if the new proposed fees were used last fiscal year it would have created an additional revenue of \$142,598 for the Building Services Enterprise fund.

City or County Comparisons based on a Single Family Residence permit rate:

City of Clermont	\$1000.00 (new proposed fee amount)
City of Lakeland	\$1245.00
City of St Cloud	\$1859.00
City Of Ocoee	\$1620.00
Lake County	\$650.00
City of Leesburg	\$650.00



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 13, 2022		
Agenda Item Name		
Resolution No. 2022-046R		
Requested Action		
Staff recommends approval of fees; \$30 per year for a raised planter bed, and \$50 per year for a hydroponic garden tower.		
Staff Report		
Staff is opening the new Community Garden at the Arts and Recreation Center. Starting in early 2023, the Parks and Recreation Department plans to offer to the community Raised Planter Bed and Hydroponic Garden Tower spaces for annual rent. Staff analyzed fee comparisons of other municipal community garden in order to recommend fair and affordable pricing. Staff recommends approval of fees; \$30 per year for a raised planter bed, and \$50 per year for a hydroponic garden tower.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2022-046R -Parks and Rec Community Garden Rental Fees	2022-046R -Parks and Rec Community Garden Rental Fees.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2022-046R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, RELATING TO FEES CHARGED BY THE CITY; AMENDING THE COMPREHENSIVE FEE SCHEDULE FOR PARKS AND RECREATION; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Clermont pursuant to its Home Rule authority as a municipal corporation under the laws of the State of Florida, has the authority to establish and collect fees for Parks and Recreation; and

WHEREAS, the adoption of fees as set forth herein, is consistent with Clermont City Code Chapter 54, Section(s) 100-145, and is in the best interest of the citizens of the City of Clermont and the cost effective, efficient, and appropriate operation of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida, as follows:

SECTION 1.

The City Council does hereby amend Section 4 – Parks and Recreation Fees of the Comprehensive Fee Schedule, as follows:

Community Garden Rentals

	<u>City Resident/Non-Profit</u>	<u>Non-Resident</u>
<u>Raised Planter Bed</u>	<u>\$30.00 year</u>	<u>\$30.00 year</u>
<u>Hydroponic Garden Tower</u>	<u>\$50.00 year</u>	<u>\$50.00 year</u>

SECTION 2. CONFLICT

All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 3: ADMINISTRATIVE CORRECTION

This Resolution may be re-numbered or re-lettered, and/or corrected for typographical and/or scrivener's errors which do not affect the intent of said Resolution, as authorized by the City Manager or designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.



CITY OF CLERMONT
RESOLUTION NO. 2022-046R

SECTION 4. EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2022-046R

DONE AND RESOLVED, by the City Council of the City of Clermont, Lake County, Florida this 13th day of December, 2022.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 13, 2022		
Agenda Item Name		
Bid Award for Auto Body Repair Services		
Requested Action		
Requesting approval of bid award and approval of a term contract between the City of Clermont and Rachel's Collision Center, LLC. to furnish all labor, materials, supervision, and equipment to provide auto body repair services for City vehicles.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. The Public Services Department contacted the Procurement Services Department to determine the most effective manner to contract a company to provide auto body repair services. The Procurement Services Department issued an RFB number 23-009 on October 26, 2022, to establish an annual term contract to provide these services. The intent of the RFB was to secure a qualified company that performs auto body repairs to City vehicles that were damaged. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There was one (1) response to the RFB. It is recommended that the Council approve and execute a fixed unit-price, term contract with Rachel's Collision Center, LLC. to provide auto body repair services. The initial term contract is for a three (3) year period with up to three (3) additional one (1) year renewal periods at the option of the City.		
Additional Analysis		
Fiscal Impact Summary		
Funding will be determined on a case-by-case basis and funded by the respective department in the current approved budget. The estimated annual expense ranges between \$25,000 and \$60,000. The object code for these purchases in all departments is 54601 or 54501.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFB 23-009 Evaluation Tabulation	RFB 23-009 Evaluation Tabulation.pdf	
2. RFB 23-009 Notice of Intent to Award	RFB 23-009 Notice of Intent to Award.pdf	



EVALUATION TABULATION

RFB No. RFB 23-009

Auto Body Repair Services

RESPONSE DEADLINE: December 1, 2022 at 2:00 pm

Report Generated: Tuesday, December 6, 2022

SELECTED VENDOR

Vendor
Rachel's Collision Center, LLC.

VEHICLE HOURLY RATE

					Rachels Collision Center	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
	1	Passenger Vehicles (as defined in the specifications) - Labor Hourly Rate.	1	hour	\$48.00	\$48.00
	2	Trucks (as defined in the specifications) - Labor Hourly Rate.	1	hour	\$50.00	\$50.00
	3	Specialty Vehicles (as defined in the specifications) - Labor Hourly Rate.	1	hour	\$50.00	\$50.00
Total						\$0.00



City of Clermont
Procurement Services
Freddy Suarez, Procurement Services Director
685 W. Montrose Street, Clermont, FL 34711

PARTS DISCOUNT

Line Item	Description	Unit of Measure	Rachels Collision Center
			Percentage
4	Passenger Vehicles - Parts discount must be provided per Mitchell's Crash Guide list price less percent.	percent	10%
5	Trucks - Parts discount must be provided per Mitchell's Crash Guide list price less percent.	percent	5%
6	Specialty Vehicles - Parts discount must be provided per Mitchell's Crash Guide list price less percent.	percent	5%



NOTICE OF INTENT TO AWARD
RFB No. RFB 23-009
Auto Body Repair Services

RESPONSE DEADLINE: December 1, 2022 at 2:00 pm

Tuesday, December 6, 2022

After the careful and thorough review of all responses received to solicitation number RFB 23-009 titled Auto Body Repair Services, the City hereby issues this Notice of Intent to Award to the following company:

Rachel's Collision Center, LLC.

Sincerely,

Freddy L. Suarez, MPA, CPPB
Procurement Services Director



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 13, 2022		
Agenda Item Name		
Piggyback City of Plantation Contract		
Requested Action		
Requesting approval for piggyback contract number ITB078-22 from City of Planation piggyback contract with Allied Universal Corporation to provide delivery of sodium hypochlorite.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. At the request of the Public Services Department, the Procurement Services Department sought a contract from City of Planation number ITB078-22, to obtain the delivery of sodium hypochlorite. The City of Planation contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Services Policy. The award includes an initial one (1) year agreement with additional renewals at the option of the city. Based on this, staff recommends that Council approve to piggyback the City of Planation contract number ITB078-22 . This contract will provide the delivery of sodium hypochlorite. The estimated annual amount of this contract is \$300,000.00 The use of piggyback contracts is allowed under the Purchasing Policy Section E.9 and is a procurement best practice that takes advantage of competitive pricing from a contract formerly bid by another government agency. The Procurement Services Department has determined that the use of piggyback contracts is advantageous and in the best interest of the City to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract must be utilized. Purchases associated with piggyback contracts are budgeted by each department. The estimated annual usage does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
Funding will be determined on a project by project basis and funded by the respective department. There is adequate funding for these services in the current approved budget. Department Account Code: 42535-55207, 41533-55207		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Bid Tabulation Sheet Revised	Bid Tabulation Sheet Revised.pdf	
2. 2592-001	2592-001.pdf	

City of Plantation

Bid Tabulation Sheet

Bid Title: Purchase and Delivery of Sodium Hypochlorite

Invitation to Bid (ITB) No. 078-22

Date: October 11, 2022

Sheri Goodrich, Procurement Agent
Kiamesha Ausmore-Reid, Administrative Asst.

<u>Vendor</u>	<u>Item No. 1</u>	<u>Item No. 2</u>
Allied Universal Corporation	\$109,880.00	\$244,800.00
Odyssey Manufacturing Company	\$136,940.00	\$300,600.00
Univar Solutions USA Inc.	Non-Responsive	Non-Responsive

Notes:

- 1) The above abstract of the bid amounts of the received Bids is made available for information only.
- 2) The City of Plantation has a pending review of the Qualifications of Bidders and the received bid documentation, prior to making a determination of the lowest, responsive responsible Bidder.
- 3) The City of Plantation shall have no liability to any successful bidder unless and until the City executes a contract with such bidder



Corporate Office
3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

October 19, 2022

City of Clermont
Freddy L. Suarez
685 W. Montrose St.
Clermont, FL 34711

**Re: Bid# ITB No. 078-22-0-2022/SG
Sodium Hypochlorite, Liquid**

Dear Mr. Suarez:

Please use this letter as confirmation that Allied Universal Corporation will offer the City of Clermont a piggyback agreement on City of Plantation, BID# ITB No. 078-22-0-2022/SG for Sodium Hypochlorite, with pricing listed below.

Sodium Hypochlorite	\$1.36 (LTL)
Sodium Hypochlorite	\$1.34 (TL)

The term of this "piggyback" agreement is from November 1, 2022 to October 31, 2023 during which the City of Clermont agrees to purchase from Allied Universal Corporation all the City of Clermont's Sodium Hypochlorite requirements for:

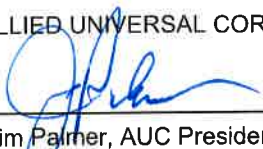
Estimated volume 120,000 gallons.

If you agree with this offer along with the terms and conditions as stated on the original bid, and wish to be included in this Bid contract please signify by signing this letter and returning by October 30, 2022 via email to bids@allieduniversal.com

We look forward to hearing from you.

Respectfully,

ALLIED UNIVERSAL CORPORATION



Jim Palmer, AUC President – CEO

cc: T. Koziatsek, VP of Sales
R. Hansen, Sales Representative
S. Moros, Bid Coordinator

CITY OF CLERMONT
DocuSigned by:



431F57D413554D6...

Title: Procurement Services Director
Date: 10/19/2022

8350 NW 93 Street
Miami, Florida 33166
AUC - 305-888-2623

30 Neil Gunn Drive

9501 Rangeline Road
Ft. Pierce, Florida 34987
AUC - 772-464-6195

204 SCM Road

5215 W. Tyson Avenue
Tampa, Florida 33611
CFI - 813-832-4868

9545 Rangeline Road

14770 Old Saint Augustine Road
Jacksonville, FL 32207
AUC - 904-619-6180

2815 Inland Transport St.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 13, 2022		
Agenda Item Name		
Piggyback Lake County Contract		
Requested Action		
Requesting approval for piggyback contract number 21-0405A from Lake County piggyback contract with Bayse Supply Company to provide janitorial supplies.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. At the request of the Public Services Department, the Procurement Services Department sought a contract from Lake County number 21-0405A , to provide janitorial supplies. The Lake County contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Services Policy. The award includes an initial one (1) year agreement with two (2) additional two (2) year renewals at the option of the city. Based on this, staff recommends that Council approve to piggyback the Lake County contract number 21-0405A . This contract will provide janitorial supplies. The estimated annual amount of this contract is over \$75,000.00 The use of piggyback contracts is allowed under the Purchasing Policy Section E.9 and is a procurement best practice that takes advantage of competitive pricing from a contract formerly bid by another government agency. The Procurement Services Department has determined that the use of piggyback contracts is advantageous and in the best interest of the City to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract must be utilized. Purchases associated with piggyback contracts are budgeted by each department. The estimated annual usage does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
Funding will be determined on a project by project basis and funded by the respective departments. There is adequate funding for these services in the current approved budget. The object code for these purchases in all departments is 55200.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 21-0405A	21-0405A.pdf	
2. Tabulation	Tabulation.pdf	

LAKE COUNTY, FL

MODIFICATION OF CONTRACT

Modification Number: Two (2) Effective Date: 9/1/2022	Contract Number: 21-0405A Title: <u>Janitorial Supplies</u> Effective Date: 12/07/2021
Contracting Officer: Choose a name. E-mail Telephone Number:	Contractor Name and Address: Name: Bayse Janitor Supply Co. Address: 300 S. Bay Street City: Eustis, Florida 32726 ATTENTION: Douglas Demartino
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to change pricing for the items on the attached supporting document.	
See attached supporting document.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>DOUGLAS M. DEMARTINO</u> Title: <u>PURCHASING MANAGER</u> Date: <u>8/25/2022</u> E-mail: <u>PURCHASING@bayseSupply.com</u> Secondary E-mail: <u>DOOC@bayseSupply.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>Sandra Rogers</u> Title: <u>Contracting Officer</u> Date: <u>8.25.2022</u>
Distribution: Original - Bid File Copy - Contractor Contracting Officer	

ItemCode	Item Description	Current Contract Price	Pricing effective 09/01/2022
ABCO 01104	POLE 60" WOOD METAL TIP	\$2.38	\$3.04
ABCO BR-1024MH	YELLOW ANGLE BROOM W/BLK HNDL	\$4.00	\$4.20
AMREWHIK16EA	ENFORCER WASP/HORNET 16OZ	\$4.74	\$5.91
BLEACH GAL	BLEACH 1 GALLON 5%	\$2.77	\$4.36
BWK28QTWBBLA	WASTEBASKET 28QT 7GL BLACK	\$5.20	\$6.40
CDC3320000102BX	ARM HAMMER DRYER SHEETS 144BOX	\$4.77	\$5.25
CLO30577	CLOROX BLEACH WIPES 150 TUB	\$13.37	\$14.15
CLO30966CT	CLOROX COMM SOLUTION 8.25%	\$18.46	\$22.58
CLO35306EA	409 CLEANER DISIN QT GP CLNR	\$3.45	\$3.85
CLO35417EA	CLOROX CLEANUP QT DISINFECTANT	\$4.22	\$6.50
CLO35600EA	TILEX INSTANT MILDEW REMOVER	\$5.14	\$6.98
CPC14278EA	AJAX OXY BLEACH CLEANSER 21OZ	\$1.01	\$1.22
EMPR 2432XHW	LINER WHITE LDL12-16GAL .45MIL	\$32.40	\$34.68
EMPR 3339XHW	LINER WHITE LDL33GL 150CS	\$23.09	\$26.43
EMPR 4046XHW	LINER WHITE LDL40-45 GAL	\$22.86	\$24.56
EMPR HT400011	EMPRESS WHITE TAD MFOLD 4K CS	\$21.76	\$24.60
GENULTRA9B	ULTRASOFT BATH TISS 9" 2PLY 12	\$20.93	\$26.51
HYSP AQ70G	SPONGE GRN/YEL SCRUB EA	\$0.70	\$0.81
KCC21606CT	KLEENEX FACIAL TISSUE 125B/48C	\$77.51	\$83.51
MGBR 8722-T	FLR 22" METAL SPONGE SQUEEGE	\$10.53	\$13.04
MGBR M48	POLE 48" 15/16" W/METAL THREAD	\$3.28	\$5.60
MRLONG 6060	FIBERGLASS 60" YELLOW POLE	\$8.20	\$11.18
MRLONG 6516	ALUNIGLASS 8'-16' EXTEN POLE	\$31.83	\$38.79
NOVA520	LINER BLACK LDL33 GL 1.6MIL	\$21.20	\$23.71
NOVA523	NOVA LINER BLK 60GL 1.6MIL 100	\$34.33	\$40.92
NOVA526	NOVA LINER BLK 55-60GL 2ML 100	\$39.35	\$49.92
PGC32987EA	COMET POWDER CAN 21OZ	\$1.57	\$2.02
PGC40217	TIDE 2X HE LIQ 4/100OZ	\$76.69	\$83.11
PGC45112EA	DAWN POT PAN DISH DET 38OZ	\$6.30	\$7.17
PUXV890116 EA	BIG BOSS YELLOW SCRUB PADS	\$1.87	\$2.43
RAC84251 TUB	LYSOL DISIN WIPES 80TUB	\$4.77	\$5.09
SMP13005EA	SIMPLE GREEN GL CONCENTRATE	\$10.90	\$13.86
WIN2400	WINSOFT 2400 BATH TISSUE	\$20.92	\$22.45
WDF490088	WD40 LUBRICANT 16OZ AERO EA	\$6.69	\$15.99



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 5/19/2022	Contract Number: 21-0405A Title: <u>Janitorial Supplies</u> Effective Date: 12/07/2021
Contracting Officer: Choose a name. E-mail Telephone Number:	Contractor Name and Address: Name: Bayse Janitor Supply Co. Address: 300 S. Bay Street City: Eustis, Florida 32726 ATTENTION: Douglas Demartino
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return</u> this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to change pricing for the items on the attached supporting document.	
See attached supporting document.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>DOUGLAS M. DEMARTINO</u> Title: <u>PURCHASING MANAGER</u> Date: <u>5/19/2022</u> E-mail: <u>Doug@bayseupply.com</u> Secondary E-mail: <u>PURCHASING@bayseupply.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>Sandra Rogers</u> Title: <u>Contracting Officer</u> Date: <u>05-19-2022</u>
Distribution: Original -- Bid File Copy -- Contractor Contracting Officer	

ItemCode	Item Description	Contract Price	Renewal Price
ABCO 00011	DECK BRUSH 10" YELLOW	2.95	3.77
ABCO BH-24536	DUSTMOP FRAME 36" CLIP ON	3.60	4.65
ABCO BR-1024MH	YELLOW ANGLE BROOM W/BLK HNDL	3.85	4.00
ABCO CM-2024S	COTTON MOP HEAD #24 EACH	2.81	2.81
BWK03010	TRIGGER SPRAY BOTTLE 32oz 3pk	6.13	6.89
BWK503GNNB EA	LOOPED MOP LG 1" BAND GREEN	9.08	9.70
CLO30966CT	CLOROX COMM SOLUTION 8.25%	15.84	18.46
CLO30577	CLOROX BLEACH WIPES 150 TUB	11.70	13.37
EMPR KT230851	EMPRESS KITCHEN ROLL 30/85SHTS	22.10	28.82
GENULTRA9B	ULTRASOFT BATH TISS 9" 2PLY 12	16.55	20.93
KCC21606CT	KLEENEX FACIAL TISSUE 125B/48C	71.59	77.51
NCL 4004	TWIN POWER #4 FLOOR CLNR 64OZ	26.40	29.65
NCL 4014	TWIN POWER #14 BIO ENZYMATIC	29.86	32.14
PGC45112EA	DAWN POT PAN DISH DET 38OZ	5.89	6.30
PGC97726PK	CASCADE ACTION PAKS 62/PK	19.50	22.94
SOF 410823	HEAVENLY SOFT CPULL 600SHT/6CS	23.70	26.88
WIN2400	WINSOFT 2400 BATH TISSUE	18.14	20.92



CONTRACT NO. 21-0405A

**For
JANITORIAL SUPPLIES**

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Bayse Janitor Supply Co.** (hereinafter "Contractor") to supply **janitorial supplies** to the County pursuant to County Bid number 21-0405 with any included addenda (hereinafter "Bid"), with an opening date of 6/23/2021, and Contractor's Bid response dated 6/10/2021, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: N/A

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: N/A

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 12/7/2021 through 12/6/2022, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Sandra Rogers

Senior Contracting Officer

Date: 12/7/2021 Click or tap to enter a date.

Distribution: Original-Bid File
Copy-Contractor
Copy-Department



REAL FLORIDA • REAL CLOSE
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Janitorial Supplies

05/24/2021

Revised 05/27/2021

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Can you send me the recap/bid tabulation from the last bid done like this?

R1. This solicitation has been published to combine three groups of contracts (19-0520A, 19-0520B, 19-0520C, 19-0520D, 19-0520E, 19-0520F, 18-0416, 17-0434A, and 17-0434B) into one group of contracts exclusively for janitorial supplies.

~~The above contracts bid tabulation's can be found at the links below:~~

~~[19-0520 BidTabulation.pdf \(lakecountyfl.gov\)](#)~~

~~[18-0416 BidTabulation.pdf \(lakecountyfl.gov\)](#)~~

~~[17-0434 TabulationofBidswithPricing.pdf \(lakecountyfl.gov\)](#)~~

The above contracts' bid tabulations are in **Exhibit D – Former Bid Tabulations**.

ACKNOWLEDGEMENT

Firm Name: BAYSE SUPPLY

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *DOUGLAS DEMARTINO*

Date: 6/16/2021

Print Name: DOUGLAS DEMARTINO

Title: PURCHASING MANAGER

Primary E-mail Address: PURCHASING@BAYSESUPPLY.COM

Secondary E-mail Address: DOUG@BAYSESUPPLY.COM

The undersigned hereby declares that: BAYSE JANITORIAL SUPPLY CO. INC has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **JANITORIAL SUPPLIES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor will accept payment through the County Credit Card-based payment system: YES

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for four (4) subsequent one (1) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the related Notice to Proceed. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

Contract prices resultant from this solicitation will prevail for the full duration of the Contract unless otherwise indicated elsewhere. Prior to completion of each exercised term, the County may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics. Refer to Exhibit A – Scope of Services. It is the Contractor's responsibility to request in writing any pricing adjustment under this provision.

2.0 METHOD OF PAYMENT

The Contractor must submit an accurate invoice to the County's using department's email. The date of the invoice must be after delivery but no more than 30 calendar days after delivery. Invoices must reference the: purchase or task order; delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be made through the County's Credit Card-based payment system (currently a Mastercard).

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the [Lake County General Terms and Conditions page](#) and accept the Lake County General Terms and Conditions dated 10/10/2019 as written including the Proprietary/Confidential Information section. YES Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. NO CONFLICT APPLIES

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number Click or tap here to enter text. and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 RECIPROCAL VENDOR PREFERENCE:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

- A. Primary business location of the responding Vendor: EUSTIS, FLORIDA
- B. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: YES If "yes" is checked, provide supporting detail: OUR PHYSICAL ADDRESS

9.0 GENERAL VENDOR INFORMATION:

Firm Name: BAYSE JANITORIAL SUPPLY CO INC

Street Address: 300 S. BAY STREET

City: EUSTIS State and ZIP Code: FL 32726

Mailing Address (if different): Click or tap here to enter text.

Telephone: 352-357-3303 Fax: 352-357-3309

Federal Identification Number / TIN: 59-2874207

DUNS Number: 038493086

10.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *DOUGLAS DEMARTINO*

Date: 6/10/2021

Print Name: DOUGLAS DEMARTINO

Title: PURCHASING MANAGER

Primary E-mail Address: PURCHASING@BAYSESUPPLY.COM

Secondary E-mail Address: DOUG@BAYSESUPPLY.COM

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

Bid cost must be for new goods only. The bidder represents and warrants that the goods offered to the County under this agreement are new, not used, or reconditioned.

All pricing provided shall be inclusive of all shipping and handling cost. Vendor will not charge a fuel surcharge and all freight will be prepaid.

Price(s) bid must be per unit of measurement.

Any goods not bid upon shall be indicated as "No Bid".

All goods shall be latex free.

This is an indefinite quantity contract with no guarantee services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contracts resulting from this Invitation to Bid.

Attachment 2, Pricing Sheet, Product Core and Non-Core Items

1. PRODUCT CORE ITEMS - SUBSTITUTES ALLOWED

VENDOR NAME: BAYSE JANITOR SUPPLY

Description	Current Manufacturer	Current Ref. No.	Estimate Annual Quantity	Unit of Measure	Cost per Unit of Measure	Cost per Case	Part Number per Case	Vendor Part No.	Manufacturer	Mfg. Part No.
(2-2007) MOP BUCKET W/RINGER 35 QT	ABCO Cleaning	T01007	4	each	\$59.91	\$59.91	1	TO1009SP	ABCO	TO1009SP
(3-3000) * MOP SPONGE REFILL	Rubber Maid	EG643600YEL	20	each	\$5.98	\$35.88	6	446841	PGC	446841
(3-3001) * MOP HANDLE W/SPONGE	Boardwalk	605	48	each	\$15.35	\$92.10	6	446390	PGC	446390
(3-3003) CLEANING POWDER	Ajax	214278	24	each	\$1.01	\$24.24	24	14278	CPC	14278
(3-3005) TRUCK BRUSH	Magnolia	3040 W/B	60	each	\$8.47	\$101.64	12	3040WB	MAGNOLIA	3040WB
(3-3006) TRASH CAN LINER 33 GAL, WHITE/CLEAR, 75MIL, 33 X 39. 150/CS - DRY LOAD 50LBS	Victoria Bay	VB3339XHW	40	case	\$16.34	\$16.34	1	3339XHW	NOVA	3339XHW
(3-3007) TRASH CAN LINER 45 GAL, WHITE/CLEAR, 75MIL, 40 X 46. 100/CS, DRY LOAD 50LBS	Victoria Bay	VB4046XHW	25	case	\$15.58	\$15.58	1	4046XHW	NOVA	4046XHW
(3-3009) TOWELL POP UP WYPALL, 9.1 X 16.8"	Tork	W24	300	box	NO BID					
(3-3010) SPRAY BOTTLE AND TRIGGER, 32 OZ	Impact	S032WG/902R W9	100	each	\$1.75	\$42.00	24	BOT/KIT	BWK	32581
(3-3015) DETERGENT DISH	Simoniz	S3350012	35	each	\$2.14	\$25.68	12	S3500	SIMONIZ	S350012
(3-3019) BROOM WHISK (DUST PAN)	ABCO Cleaning	BR10020	10	each	\$2.40	\$28.80	12	228	MAGNOLIA	228
(3-3020) SPONGE DOBIE PAD	Big Boss	PUXV890116	120	each	\$1.87	\$44.88	24	PUX	BIG BOSS	890116
(3-3022) BROOM NYLON	ABCO Cleaning	BB-10054	12	each	\$3.85	\$46.20	12	BR1024MH	ABCO	BR-10024MH
(3-3023) TRUCK BRUSH HANDLE 60", THREADED METAL TIP	ABCO Cleaning	1104	60	each	\$2.38	\$28.56	12	1104	ABCO	1104
(3-3024) * MOP HANDLE W/STRING	ABCO Cleaning	01204-NB	12	each	\$5.05	\$30.30	6	1024-NB	ABCO	1024 - NB

Attachment 2, Pricing Sheet, Product Core and Non-Core Items

VENDOR NAME: BAYSE JANITOR SUPPLY

1. PRODUCT CORE ITEMS - SUBSTITUTES ALLOWED

Description	Current Manufacturer	Current Ref. No.	Estimate Annual Quantity	Unit of Measure	Cost per Unit of Measure	Cost per Case	Part Number per Case	Vendor Part No.	Manufacturer	Mfg. Part No.
(3-3025) * MOP STRING REFILL, 24" CUT END	ABCO Cleaning	CM-2024S	10	each	\$2.16	\$25.92	12	2024-S	ABCO	CM-2024S
(3-3030) JUG, 1 GALLON WITH LID	Sun	128GLWCP	120	each	\$1.58	\$63.20	40	128GLWCP	SUNLINE	128GLWCP
(3-3038) TRASH CAN LINER 60 GAL, BLACK, 38" X 58", 2MIL, 100 BAGS	Xtreme	161075	2	case	\$39.35	\$39.35	1	526	NOVA	526
(3-3044) BRUSH DECK SCRUB 10"	ABCO Cleaning	00011	12	each	\$2.95	\$35.40	12	000 11	ABCO	000 11
(3-3051) FUNNEL 16 OZ			20	each	NO BID					
(3-3054) TOILET TISSUE JRT X-LARGE 9" - 12 PLY ROLLS/ULTRA SUPER SOFT	Gen	GENULTRA9B	45	case	\$16.55	\$16.55	1	GENULTRA9B	GEN	GENULTRA9B
(3-3055) TRASH CAN LINER 15 GAL, WHITE/CLEAR, .5MIL, 200/CS, 24 X 32	Xheavy	59300	36	case	\$23.28	\$23.28	1	2432XHW	NOVA	2432XHW
ARMOR ALL PROTECTANT 28 OZ SPRAY BOTTLE	Armor All	ARM10228EA	200	each	\$9.38	\$56.28	6	ARM10228EA	ARMOR ALL	ARM10228EA
BATH TISSUE SEPTIC SAFE 2-PLY 400 SHEETS/ROLL	Windsoft	WIN2400	144	roll	\$16.40	\$16.40	1	WIN2400	WINDSOFT	WIN2400
BLEACH - 1 GALLON 5%	Prime Source	PRMS 75000350	21	gal	\$2.77	\$16.62	6	75000350	PRIME SOURCE	75000350
BLEACH - GERMICIDAL - 1 GALLON 8.25%	Clorox	CLO30966CT	300	each	\$15.84	\$15.84	1	CLO30966CT	CLOROX	CLO30966
BROOM - ANGLE BROOM 9" WIDE	Magnolia	MGBR 463	50	each	\$5.98	\$71.76	12	MGBR 463	MAGNOLIA	MGBR 463
BROOM - WHISK BROOM CORN 11"	Magnolia	MGBR 228	21	each	\$2.40	\$28.80	12	BR10020	ABCO	BR10020
BRUSH - 14" TOILET BOWL BRUSH W/HOLDER WHITE	Magnolia	MGBR 155-WC	40	each	\$2.97	\$71.28	24	MGBR 155-WC	MAGNOLIA	MGBR 155-WC
BRUSH - 24" WIDE FLOOR BRUSH W/ HANDLE	Magnolia	MGBR 3524	24	each	\$14.83	\$177.96	12	MGBR 3524	MAGNOLIA	MGBR 3524
BRUSH - 24" WIDE FLOOR BRUSH W/OUT HANDLE	Magnolia	MGBR 2224	300	each	\$9.92	\$119.04	12	2224	MAGNOLIA	MGBR 2224
BRUSH - DISH & SINK BRISTLE HAND BRUSH	Magnolia	MGBR 300	21	each	\$1.20	\$28.80	24	300	MAGNOLIA	MGBR 300
BRUSH - IRON SHAPE HANDLED SCRUB BRUSH 6"	ABCO Cleaning	ABCO 00027	40	each	\$1.80	\$43.20	24	000 27	ABCO	ABCO00027
BRUSH - LONG HANDLE VEHICLE WASH BRUSH	Magnolia	MGBR 70C	25	each	\$4.47	\$53.64	12	70C	MAGNOLIA	MGBR 70C

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VENDOR NAME: BAYSE JANITOR SUPPLY

1. PRODUCT CORE ITEMS - SUBSTITUTES ALLOWED

Description	Current Manufacturer	Current Ref. No.	Estimate Annual Quantity	Unit of Measure	Cost per Unit of Measure	Cost per Case	Part Number per Case	Vendor Part No.	Manufacturer	Mfg. Part No.
BRUSH - UTILITY SHORT HANDLE BRUSH 8 1/2"	Magnolia	MGBR 68WP	25	each	\$4.49	\$53.88	12	68WP	MAGNOLIA	MGBR 68WP
BRUSH - VEHICLE WASH BRUSH 10"	Boardwalk	BWK8410	100	each	\$8.47	\$101.64	12	3040WB	MAGNOLIA	3040WB
CLEANER - ALL PURPOSE SPRAY CLEANER 32 OZ	Simoniz	SMZ S3440-Q KIT	50	each	\$2.60	\$31.20	12	S3440-Q	SIMONIZ	S3440-Q
CLEANER - CLOROX CLEAN-UP W/ BLEACH 32 OZ SPRAY	Clorox	CLO35417EA	50	each	\$4.22	\$37.98	9	35417	CLOROX	CLO35417
CLEANER - COMET POWDER DEODORIZING CLEANER 21 OZ	Comet	PGC32987EA	40	each	\$1.57	\$37.68	24	PGC32987	COMET	32987
CLEANER - FORMULA 409 CLEANER DEGREASER DISINFECTANT SPRAY 32 OZ	Formula 409	CLO33306EA	100	each	\$3.45	\$41.40	12	33306	FORMULA 409	35306
CLEANER - GLASS READY TO USE 32 OZ	Simoniz	SMZ B0412-Q	50	each	\$2.49	\$29.88	12	B0412-Q	SIMONIZ	B0412-Q
CLEANER - GLASS STOVE TOP CLEANER 20 OZ	Weiman	WMN137EA	21	each	\$6.21	\$37.26	6	WMN137	WEIMAN	WMN137
CLEANER - HEAVY DUTY DEGREASER CLEANER 1 GALLON	Simoniz	SMZ S3252-1	21	each	\$8.60	\$34.40	4	S3252-1	SIMONIZ	S3252-1
CLEANER - INDUSTRIAL CLEANER/DEGREASER CONCENTRATED 1 GALLON	Simple Green	SMP13005CT	50	each	\$10.90	\$65.40	6	13005EA	SIMPLE GREEN	13005EA
CLEANER - NEUTRAL PH ALL-PURPOSE FLOOR CLEANER	Simoniz	SMZ P2666-1	60	each	\$6.03	\$24.12	4	P2666-1	SIMONIZ	P2666-1
CLEANER - NON-FOAMING CLEANER/DESCALER QUART	Bayse	BAY161Q-EA	75	each	\$3.87	\$46.44	12	BAY161Q	BAYSE	BAY161Q
CLEANER - OVEN & GRILL CLEANER 18 OZ SPRAY	Simoniz	SMZ S3341012	30	each	\$3.93	\$47.16	12	S3341012	SIMONIZ	S3341012
CLEANER - TILEX INSTANT MILDEW REMOVER SPRAY 32 OZ	Tilex	CLO35600EA	80	each	\$4.85	\$43.65	9	CLO35600	TILEX	CLO35600
CLEANER - TOILET BOWL 32 OZ	Simoniz	SMZ F1175	50	each	\$1.78	\$21.36	12	F1175	SIMONIZ	SMZ F1175
CLEANER - WATER-BASED STAINLESS STEEL POLISH & CLEANER 16 OZ	Simoniz	SMZ S3331012 EA	21	each	\$3.99	\$47.88	12	S3331012	SIMONIZ	S3331012
CLEANER - WATERLESS INDUSTRIAL HAND CLEANER 4 LITERS	Simoniz	SMZ 233053 EA	21	each	\$22.03	\$88.12	4	233053	SIMONIZ	SMZ 233053
DISINFECTANT SPRAY - AEROSOL 16.5 OZ	Simoniz	SMZ S3324012 EA	75	each	\$4.30	\$51.60	12	S3324012	SIMONIZ	SMZ S3324012
DUSTER - COUNTER DUSTER 8"	ABCO Cleaning	ABCO 00100	21	each	\$2.61	\$31.32	12	ABCO00100	ABCO	ABCO00100

Attachment 2, Pricing Sheet, Product Core and Non-Core Items

VENDOR NAME: BAYSE JANITOR SUPPLY

1. PRODUCT CORE ITEMS - SUBSTITUTES ALLOWED

Description	Current Manufacturer	Current Ref. No.	Estimate Annual Quantity	Unit of Measure	Cost per Unit of Measure	Cost per Case	Part Number per Case	Vendor Part No.	Manufacturer	Mfg. Part No.
DUSTER - HANDHELD COBWEB DUSTER	Better Brush	BTBR 500108	21	each	\$6.36	\$76.32	12	280181	TOLCO	280181
DUSTER -MICROFIBER FLEX 12	M-Fiber	MFB DUST-KIT12	40	each	\$12.53	\$12.53	1	SAVE DUSTER	MFIBER	SAVE DUSTER
DUSTER/DUST PAN SET	Rubber Maid	RCP6C0100	40	each	\$7.80	\$7.80	1	RCP6C0100	RUBBER MAID	RCP6C0100
DUSTMOP FRAME 36"	Magnolia	MGBR 5136F	40	each	\$3.60	\$43.20	12	24536F	ABCO	24536F
DUSTMOP HEAD 24" COTTON	Magnolia	MGBR 5224	21	each	\$4.98	\$59.76	12	5224	MAGNOLIA	MGBR 5224
DUSTMOP HEAD 36" COTTON	Magnolia	MGBR 5236	21	each	\$7.40	\$88.80	12	5236	MAGNOLIA	MGBR 5236
DUSTPAN PLASTIC HANDHELD	Magnolia	MGBR 3	40	each	\$2.50	\$30.00	12	MGBR 3	MAGNOLIA	MGBR 3
4 FACIAL TISSUE POP UP BOX 125 SHEETS/BOX	Kleenex	KCC21606BX	300	box	\$1.49	\$71.52	48	KCC21606	KLEENEX	KCC21606
4 FLOOR & DRIVEWAY SQUEEGEE 22" DOUBLE SPONGE THREADED	Magnolia	MGBR 8722-T	11	each	\$10.93	\$109.30	10	8722-T	MAGNOLIA	MGBR 8722-T
GREEN SCOURING PAD 6" X 9" 15/CASE	Boardwalk	BWK186	21	each	\$7.20	\$7.20	1	BWK186	BOARDWALK	BWK186
HAND SANITIZER - ALCOHOL-FREE FOAMING HAND SANITIZER 1000 ML BAG	NCL Inc.	NCL 0445-57	130	each	\$8.74	\$52.44	6	0445-57	NCL	0445-57
HAND SANITIZER (FOAMING) PUMP 7 OZ	PAYA	L1880001	21	each	NO BID					
HAND SANITIZER 80% ALCOHOL QUART	HEROES'	21006	21	each	NO BID					
ISOPROPYL ALCOHOL 1 GAL 99%	SWAN	S-17475	21	gal	\$28.00	\$112.00	4	IPAG-EA	SUNLINE	IPAG-EA
LAUNDRY - DRYER SHEETS 144/BOX	Arm & Hammer	CDC332000010 2BX	21	each	\$4.77	\$28.62	6	332000010	ARM & HAMMER	CDC332000010
LINER - NOVA LINER BLK 60GL 1.6 MIL 100 COUNTY	Nova	NOVA523	100	box	\$32.60	\$32.60	1	NOVA523	NOVA	NOVA523
LINER - TRASH CAN EXTRA STRONG 13 GAL, .08 MIL, WHITE, 24" X 28" 80/COUNT	HERITAGE	HERN4828EW RC1	70	box	\$13.86	\$83.16	6	HERN4828EW	HERITAGE	HERN4828EW
LINER - TRASH CAN LINER 10 GALLON 50 COUNT	Performance Plus	EMPR PH242408N	100	box	\$20.95	\$20.95	1	PH242408N	PERFORMAN CE PLUS	PH242408N
LINER - TRASH CAN LINER 23 GALLON 1.6 MIL 150 COUNT	Inteplast Slim Jim	IBSS284822KS J	11	box	\$24.10	\$24.10	1	IBSS284822KS	INTEPLAST SLIP JIM	IBSS284822KS

Attachment 2, Pricing Sheet, Product Core and Non-Core Items

1. PRODUCT CORE ITEMS - SUBSTITUTES ALLOWED

Attachment 2, Pricing Sheet, Product Core and Non-Core Items										VENDOR NAME:		BAYSE JANITOR SUPPLY	
1. PRODUCT CORE ITEMS - SUBSTITUTES ALLOWED													
Description	Current Manufacturer	Current Ref. No.	Estimate Annual Quantity	Unit of Measure	Cost per Unit of Measure	Cost per Case	Part Number per Case	Vendor Part No.	Manufacturer	Mfg. Part No.			
LINER - TRASH CAN LINER 33 GALLON 1.6 MIL 100 COUNT	Nova	NOVA520	11	box	\$21.04	\$21.04	1	NOVA520	NOVA	NOVA520			
MOP - COTTON 24Z CUT END 1.25BND	Performance Plus	EMPR P09005 EA	11	each	\$3.58	\$42.96	12	P09005	P.PLUS	P09005			
MOP - HANDLE METAL QUICK CHG TOP	Magnolia	MGBR 91	11	each	\$5.05	\$30.30	6	01204NB	ABCO	01204NB			
MOP - LOOPE MOP LG GRN DELUXE GRADE		ETC 7124251 EA	11	each	NO BID								
MOP - LOOPE WET MOP HEAD 1" BAND	Boardwalk	BWK503GNNB EA	11	each	\$9.08	\$108.96	12	503GNNB	BOARDWALK	BWK503GNNB			
NON-SCRATCH SCOURING PADS 3 1/2" X 5 1/2"	Big Boss	PUXV890116 EA	11	each	\$1.87	\$44.88	24	PUXV890116	BIG BOSS	PUXV890116			
POLE - 48" 15/16" W/METAL THREAD	Magnolia	MGBR M48	11	each	\$3.28	\$39.36	12	MGBR M48	MAGNOLIA	MGBR M48			
POLE - 60" WOOD METAL TIP	ABCO Cleaning	ABCO 011104	11	each	\$2.38	\$28.56	12	ABCO011104	ABCO	ABCO-011104			
POLE - 8'-15' EXTENSION POLE	Mr. LongArm	MRLONG 6516	11	each	\$31.83	\$127.32	4	MRLONG6516	MR. LONG ARM	MRLONG6516			
POLE - FIBERGLASS 60" YELLOW POLE	Mr. LongArm	MRLONG 6060	11	each	\$8.20	\$65.60	8	6060	MR. LONG ARM	MRLONG6060			
POLISH - FURNITURE POLISH AEROSOL CAN	Simoniz	SMZ S3339012 EA	50	each	\$2.69	\$32.28	12	3339012	SIMONIZ	S3339012			
PUMP - PLASTIC 1 OZ PAIL PUMP 5 GALLON	Tolco	TOL 160108	11	each	\$3.92	\$94.08	24	160108	TOLCO	160108			
SILICONE TIRE & VINYL PROTECTANT - QT			21	each	\$7.99	\$95.88	12	1531QKIT	SUNLINE	1531Q			
SOAP - TRUCK WASH AND WAX 5 GAL			11	each	\$48.26	\$48.26	1	1021-5	SUNLINE	1021-5			
SOAP (DISHWASHING) - CASCADE ACTION PACS 62 COUNT	Cascade	PGC97726PK	21	each	\$19.50	\$58.50	3	97726	CASCADE	PGC97726			
SOAP (DISHWASHING) - DAWN PROFESSIONAL POT PAN DISH DETERGENT 38 OZ	Dawn	PGC45112EA	250	each	\$5.89	\$47.12	8	45112	DAWN	PGC45112			
SOAP (DISHWASHING) - FINISH DISHWASHER CLEANER POUCHES 3 TABS/PACK	Finish	RAC98897PK	50	pk	\$6.44	\$51.52	8	98897	FINISH	RAC98897			
SOAP (HAND) - ANTIBACTERIAL FOAMING HAND SOAP 1000 ML BAG		NCL 0446-57 EA	21	each	\$8.25	\$49.50	6	0446-57	NCL	0446-57			
SOAP (HAND) - HAND CLEANER, GALLON W/ PUMP	GOJO	GOJO95504CT	100	gal	\$14.50	\$58.00	4	95804	GOJO	95804			

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1. PRODUCT CORE ITEMS - SUBSTITUTES ALLOWED

VENDOR NAME:										BAYSE JANITOR SUPPLY
1. PRODUCT CORE ITEMS - SUBSTITUTES ALLOWED										
Description	Current Manufacturer	Current Ref. No.	Estimate Annual Quantity	Unit of Measure	Cost per Unit of Measure	Cost per Case	Part Number per Case	Vendor Part No.	Manufacturer	Mfg. Part No.
SOAP (LAUNDRY) - TIDE LIQUID LAUNDRY DETERGENT 92 OZ	Tide	PGC40217	500	each	\$76.69	\$76.69	4	40217	TIDE	40217
SOAP DISPENSER - HAND SOAP 1000 ML		NCL 4217	21	each	\$0.00	\$0.00	1	4217	NCL	4217
SPONGE - SCRUB	Hydrasponge	HYSP VP2AG	31	each	\$0.70	\$14.00	20	174	BOARDWALK	174
SYNTHETIC CHAMOIS			21	each	\$6.05	\$121.00	20	QD-900	MAGNOLIA	QD-900
TOWEL DISPENSER CENTER-PULL	Palmer	PAL TD0255-01	21	each	\$23.87	\$23.87	1	TD0255-01	PALMER	TD0255-01
TOWELS - MICROFIBER 16" X 16" (Package of 200)	Perfect Products	CSA008E	21	pkg	7.60/12PK	\$136.80	18	2502R	HOSPECO	2502RED
TOWELS PAPER - CENTER PULL 2-PLY 600 SHEETS/ROLL	Sofidel	SOF 410823	50	roll	\$23.70	\$23.70	1	410823	SOFIDEL	410823
TOWELS PAPER - C-FOLD SINGLE PACK 200/TOWELS	Boardwalk	BWK6220	150	pk	\$2.40	\$28.80	12	SGL PK	BOARDWALK	SGL PK
TOWELS PAPER - KITCHEN ROLL 85 SHEETS/ROLL	GEN	GEN1797	600	roll	\$20.20	\$20.20	1	KT230851	EMPRESS	KT230851
TOWELS PAPER - WHITE MULTIFOLD 1-PLY 250/PACK	GEN	GEN1509	100	pk	\$19.70	\$19.70	1	400011	EMPRESS	400011
TRASH CAN - PLASTIC 32 GAL ROUND	Boardwalk	BWK32GLWR GRA	21	each	\$25.47	\$25.47	1	BWK32GLWR	BOARDWALK	BWK32GLWR
TRASH CAN - RECTANGULAR, 7 GALLON BLACK, 15"H X 14 3/8"W X 10 1/4"D	Rubber Maid	RCP295600BK	25	each	\$7.34	\$7.34	1	295600BK	RUBBER MAID	RCP295600BK
TRASH CAN - SPACE SAVER PLASTIC 23 GALLON	Update Int'l	SSC-23BK	21	each	\$33.85 W/LID	\$33.85	1	475W4	LAVEX	475W4
TRASH CAN - WASTE BASKET 28 QUART	Boardwalk	BWK28QTWB BLA	21	each	\$4.45	\$4.45	1	BWK28QTWB	BOARDWALK	BWK28QTWB
TRIGGER SPRAY BOTTLE 32 OZ	Boardwalk	BWK03010	21	each	\$6.13	\$6.13	1	3010	BOARDWALK	BWK03010
URINAL BLOCK DEODORIZER 12/CASE	Hospeco	06311	40	case	\$7.43	\$7.43	1	6311	HOSPECO	6311
URINAL SCREEN WITH GLOVES 10-PACK	Hospeco	AWUS007-BX	21	box	\$17.38	\$17.38	1	AWUS007	HOSPECO	AWUS007
WASP & HORNET SPRAY 16 OZ	Enforcer	AMREWHK16 EA	21	each	\$4.74	\$4.74	1	AMREWHK16	ENFORCER	AMREWHK16
WAX - CAR 32OZ			21	each	\$13.38	\$80.28	6	S3281	SIMONIZ	S3281

Attachment 2, Pricing Sheet, Product Core and Non-Core Items

VENDOR NAME: BAYSE JANITOR SUPPLY

1. PRODUCT CORE ITEMS - SUBSTITUTES ALLOWED

Description	Current Manufacturer	Current Ref. No.	Estimate Annual Quantity	Unit of Measure	Cost per Unit of Measure	Cost per Case	Part Number per Case	Vendor Part No.	Manufacturer	Mfg. Part No.
WAX APPLICATOR - TERRY CLOTH			21	each	\$1.88	\$45.12	24	P0300	SIMONIZ	P0300
WD 40 LUBRICANT - 16 OZ CAN	WD	WDF490088	15	each	\$6.69	\$86.97	12	S3386	SIMONIZ	S3386
WHEELED MOPPING BUCKET/WRINGER 35QT	ABCO Cleaning	ABCO T01007	21	each	\$59.91	\$59.91	1	T1009SP	ABCO	T1009SP
WIPES - CLOROX BLEACH WIPES 150/TUB	Clorox	CLO30377	60	each	\$11.70	\$70.20	6	30377	CLOROX	CLO30377
WIPES - DISINFECTANT WIPES 80/TUB	LYSOL	RAC84251	300	each	\$3.88	\$23.28	6	84251	LYSOL	RAC84251
WIPES - DISINFECTING WIPES 125/TUB	NCL Inc.	NCL 4542	21	each	\$8.70	\$52.20	6	4542	NCL	4542

* ITEMS WILL BE AWARDED TO THE SAME VENDOR FOR BOTH ITEMS

** MUST BE ABLE TO KILL CLOSTRIDIUM DIFFICILE, MRSA, HIV-1, HEPATITIS B & C, NOROVIRUS, H1N1, COVID 19

Bid cost must be for new goods only. The bidder represents and warrants that the goods offered to the County under this agreement are new, not used, or reconditioned. All pricing provided shall be inclusive of all shipping and handling cost. Vendor will not charge a fuel surcharge and all freight will be prepaid.

Price(s) bid must be per unit of measurement.

Any goods not bid upon shall be indicated as "No Bid".

All goods shall be latex free.

This is an indefinite quantity contract with no guarantee services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contracts resulting from this Invitation to Bid.

Attachment 2, Pricing Sheet, Product Core and Non-Core Items

VENDOR NAME: BAYSE JANITOR SUPPLY

2. PRODUCT CORE ITEMS - NO SUBSTITUTES WILL BE ACCEPTED FOR ANY OF THESE ITEMS

Description	Current Manufacturer	Current Ref. No.	Estimate Annual Quantity	Unit of Measure	Cost per Unit of Measure	Cost per Case	Part Number per Case	Vendor Part No.	Manufacturer	Mfg. Part No.
(1-1334) DECON UNIT DETERGENT AQUA FRESH AQ-240	EPS	240- DETERGENT	1	case	NO BID					
(1-1335) DECON UNIT RINSE SOLUTION AQUA FRESH AQ-260	EPS	260-RINSE	1	case	NO BID					
(1-1336) DECON UNIT VIREX DEODORIZER VIREX 256	EPS	VIREX-256	1	case	NO BID					
(3-3021) ** MAXIWIPE GERMICIDAL CLOTH, 30" SUPER SANI, 160/CN	PDI	Q55172	1,200	each	NO BID					
(3-3026) RAGS TRUCK (SWEAT MATERIAL), 30" FRENCH TERRY, 25 LBS	Hospoco	420-25	16	case	NO BID					
(3-3029) DETERGENT TRUCK WASH, WASH & SHINE	Simoniz	W4210-1	200	each	\$6.85	\$27.40	4	W4210-1	SIMONIZ	W4210-1
(3-3041) GOJO FOAMING REFILL	Gojo Industrial	5162-03	18	each	NO BID					
(3-3042) TOWEL PAPER MULTI FOLD, 1 PLY, 16 X 250, 16/CS	Boardwalk	BWK6202	16	case	NO BID					
(3-3046) TRASH CAN LINER 60 GAL (STOCK ORDERS) WHITE/CLEAR, 2.0 MIL X 38" X 58"	Xtreme Tuff	061079	30	case	NO BID					
(3-3047) CLEANER TWIN POWER WINDOW #1	Twin	NCL 4001	1	each	\$23.79	\$142.74	6	4001	NCL	4001
(3-3048) CLEANER TWIN ALL PURPOSE #4	Twin	NCL 4004	1	each	\$26.40	\$158.40	6	4004	NCL	4004
(3-3049) CLEANER TWIN POWER DISINFECTANT #7	Twin	NCL 4007	4	each	\$29.22	\$175.32	6	4007	NCL	4007
(3-3050) CLEANER TWIN DEODORIZER #14	Twin	NCL 4014	3	each	\$29.86	\$179.16	6	4014	NCL	4014
(3-3052) TRASH CAN LINER 50 GAL, WHITE/CLEAR, 22 MIL, 51" X 60"	Heritage Bag	Z0260WN	2	case	NO BID					
(3-3064) OPTICIDE 55 GAL DRUM - INCLUDING LABELS	Micro-Scientific	OCS12-024	10	drum	NO BID					

Description	Current Manufacturer	Current Ref. No.	Estimate Annual Quantity	Unit of Measure	Cost per Unit of Measure	Part Number per Case	Vendor Part No.	Manufacturer	Mfg. Part No.
(3-3065) OPTICIDE PREFILLED SPRAY BOTTLE, 24 OZ	Micro-Scientific	OCS12-024	1,200	each	NO BID				

** MUST BE ABLE TO KILL CLOSTRIDIUM DIFFICILE, MRSA, HIV-1, HEPATITIS B & C, NOROVIRUS, H1N1, COVID 19

Bid cost must be for new goods only. The bidder represents and warrants that the goods offered to the County under this agreement are new, not used, or reconditioned. All pricing provided shall be inclusive of all shipping and handling cost. Vendor will not charge a fuel surcharge and all freight will be prepaid. Price(s) bid must be per unit of measurement. Any goods not bid upon shall be indicated as "No Bid". All goods shall be latex free. This is an indefinite quantity contract with no guarantee services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contracts resulting from this Invitation to Bid.

Attachment 2, Pricing Sheet, Product Core and Non-Core Items

VENDOR NAME:	BAYSE JANITOR SUPPLY
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3. Non-Core Items

Description	Fixed % Mark-Up
Percentage Mark-Up charge above cost for items not listed on core item list above. All percentage mark-up's shall be applied to list/catalog price.	20.00%

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	1.00%
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Which does the firm use: Diesel fuel or Gasoline?	GAS
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Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	4.00%
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Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	0.00%
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Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

Contractor shall furnish Janitorial Supplies for Lake County, Florida.

Contractor(s) shall have experience in fulfillment services, system support, reporting and management of cleaning supplies, cleaning equipment, and paper products.

1. Product Core List:

Core List: These line-item priced products are listed in Attachment 2, Pricing List. The County has confirmed general availability of the listed items on multiple vendor websites.

2. Non-Core Items:

Although this solicitation is specific to the product core list as shown in Attachment 2, Pricing List, the County may purchase non-core items.

3. Internet-Based Ordering System

Contractor must provide an online ordering service capable of managing authorized orders from County staff.

- A. Contractor shall have a Secure Internet ordering system already established prior to contract that includes SSL Certificate.
- B. System shall provide individual employee access to the web site with unique user ID and password availability.
- C. System shall have the capability to review, cancel, and track orders while providing product information.
- D. System shall accept purchasing cards, purchase order, or blanket purchase order for payment.
- E. This internet-based ordering system shall be available 24 hours a day. Any scheduled maintenance shall be coordinated with logistics supervisor.
- F. Contractor shall provide documentation explaining how payment data is secured. This can include what payment service is being used and all information security practices that are in place.

4. Pricing and Quantities

- A. Pricing must be per unit of measurement.
- B. Pricing must be for new goods only. Contractor represents and warrants that the goods offered under this agreement are new, not used, or reconditioned.
- C. Pricing shall be inclusive of all packaging, handling, shipping charges, labor, fuel charges and inside delivery to any point(s) within the County.
- D. Contractor will not charge a fuel surcharge and all freight will be prepaid.
- E. There shall be no minimum ordering requirements. The County will not pay a minimum order charge or handling charge.

5. Acceptance of Goods or Services

The product(s) delivered shall remain the property of the Contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense, requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

Any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the Contractor by the County for any contract or financial obligation.

6. Brand Name or Equals/Deviations

Unless otherwise specified, the mention of a manufacturer's brand name or number does not imply that this good is the only one that will be considered for purchase. The reference is intended solely to designate the type or quality of good that will be acceptable. No alternative/equal good will be consider for goods marked as "No Substitute"..

Contractor must submit a request in writing and include descriptive literature and/or specifications for consideration of an equal or alternative. The determination as to whether any alternate good is or is not equal shall be made solely by the County and such determination shall be final and binding. The County reserves the right to request a sample and/or review additional information to make such a determination.

7. Delivery and Availability

- A. Janitorial related materials and supplies may be requested to be delivered to any area of the County but may also be picked up by a County employee with valid Lake County identification. ID must be checked with every in-person purchase.
- B. Contractor shall schedule delivery day and time with the ordering department to insure County personnel availability.
- C. Confirmation of all orders and backordered items shall be provided by email to the ordering party within one (1) business day from the time the order was placed. Orders will be available for delivery, no later than two (2) business days from receipt of order.
- D. If an order is placed for an item that is out of stock or there is a substitute to the item requested, this shall be communicated to the ordering party and approved prior to delivery. Non-stock product(s) should be available for delivery, no later than fourteen (14) business days from receipt of order.

- E. Any items received by the county in error due to wrong item bid or alternative good is not of equal quality, Contractor will provide an return merchandise authorization (RMA) label at no charge to the county and/or will pick up any designated returns for return-to-stock processing and account crediting.
- F. Contractor will provide a written notice within twenty-four (24) hours of any products covered by this contract that the Contractor has placed on backorder. Contractor's backorder notification will include:
- The product(s) placed on backorder.
 - The expected timeline of the backorder.
 - The reason for the backorder.
- G. Deliveries resulting from this bid are to be performed during the hours of 8:00am – 3:00pm (EST) Monday thru Friday. Contractor shall notify freight companies of the delivery hours.

8. Product Expiration Dates

All products received must have an expiration date of twelve (12) months or more from the date of delivery.

9. Purchase of Other Items Not Listed Within this Solicitation Based on Non- Core Item Pricing

While the County has listed all major items utilized by County departments, there may be similar or ancillary items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary Contractor to obtain a price quote for the similar or ancillary items utilizing the pricing as shown in Exhibit B, Pricing Page, 2, Non-Core Items. If multiple Contractors on the contract, the County representative may also obtain price quotes from these Contractors. The County reserves the right to award these ancillary items to the primary contract Contractor, another contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

10. Shipping Terms, F.O.B. Destination- Inside Delivery

The F.O.B. point for any product ordered as a result of this solicitation shall be F.O.B.: DESTINATION – INSIDE DELIVERY. The title for each item will pass from the Contractor to the County only after the County receives AND accepts each item. Delivery will not be complete until the County has accepted each item. Delivery to a common carrier shall not constitute delivery to the County. Any transportation dispute shall be between the Contractor and the carrier. The County will not consider any bid or proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

11. Warranty

The Contractor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in

addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

The Contractor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Contractor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

12. Price Redeterminations

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials. Petitions for price redeterminations should be made within 30 calendar days of the anniversary date of the Contract. Unless otherwise expressly set forth in the Contract, no other price redeterminations will be allowed.

- a. Basis for Price Redeterminations. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the Bureau of Labor Statistics site here. The base index number will be based on the solicitation's opening date. Subsequent price redeterminations will use the last approved price redetermination as the base index number. The County shall have the right to audit the Contractor's records to verify/investigate the validity of any request. Contractor will be required to petition for a price redetermination decrease if pricing decreases. Failure to make such petition may be grounds for contract termination and shall entitle the County to a refund of the cumulative prior price redeterminations increase paid.
- b. Wage Price Redetermination. Contractor should utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group from the Bureau of Labor Statistics located on the Statistics Site here. The base figure will be tied to trade, transportation, and utilities under the heading Service Providing Industries. Wage price redetermination increases will be considered only by reason of wage increases associated with the Contractor's employees performing Contract work.
- c. Minimum Wage Price Redetermination. Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County will grant an increase matching the minimum wage increase.
- d. Fuel Price Redetermination. If fuel prices change by a minimum of ten percent, Contractor may petition for a fuel price redetermination. Fuel price redetermination are based upon changes as documented by the Producer Price Index (PPI) for the commodities "Unleaded Gasoline - WPU057104" or "#2 diesel fuel - WPU057303," as applicable to the Contractor's performance of the Contract.
- e. Materials Price Redetermination. Contractor may petition for a materials price redetermination. As a condition of petitioning for a materials price increase, Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity "Cleaning Supplies and Paper Products – WPU58G1" as published by the Bureau of Labor Statistics.

EXHIBIT A – SCOPE OF SERVICES

21-0405

JANITORIAL SUPPLIES

- f. Expiration Upon Failure to Agree to Price Redetermination. If the County and Contractor cannot agree to a price redetermination, the Contract will automatically expire without penalty or further expense to either party after a period of six months following the Contractor's initial request for such price redetermination. The County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible contractor.

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Vendor shall provide proof of insurance capabilities, including but not limited to, the requirements of this Solicitation. Coverage does not have to be in effect prior to a Purchase Order or Contract being executed by the County.

Awarded Vendor (Contractor) shall provide an original certificate of insurance reflecting coverage in accordance with the requirements of this Exhibit B within five working days of such request. It must be received and accepted by the County prior to contract execution and before work begins.

Contractor shall provide and maintain insurance policies with a company(ies) authorized to do business in the State of Florida, and which are acceptable to the County, insuring the Contractor against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services, or obligations of the Contractor under the terms and provisions of the Contract without cost or expense to the County during the entire term of any Contract. Contractor is responsible for timely provision of certificates of insurance to the County at the Certificate Holder address evidencing conformance with the Contract requirements at all times throughout the term of the Contract.

Such policies of insurance, and confirming certificates of insurance, must ensure the Contractor in accordance with the following minimum limits:

1. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

2. Automobile liability insurance, including all owned, non-owned, scheduled, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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3. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the Contractor must provide a notarized statement to not hold the County responsible for any payment or compensation.

4. Employers' Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, must be named as additional insured as the County's interest may appear on all applicable liability insurance policies.

The certificates of insurance must provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the County.

Contractor must provide a copy of all policy endorsements reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. *(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements).*

Certificates of insurance must identify the applicable solicitation number in the Description of Operations section of the Certificate. Certificate Holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance must evidence a waiver of subrogation in favor of the County, that coverage will be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

Contractor will be responsible for subcontractors and subcontractors' insurance. Subcontractors must provide certificates of insurance to the Contractor evidencing coverage and terms in accordance with the Contractor's requirements.

All self-insured retentions must appear on the certificates and will be subject to approval by the County. At the option of the County, the insurer must reduce or eliminate such self-insured retentions, or the Contractor or subcontractor must procure a bond guaranteeing payment of losses and related claims expenses.

The County will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the Contractor or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the Contract for default.

Neither approval by the County of any insurance supplied by the Contractor or subcontractors, nor a failure to disapprove that insurance, will relieve the Contractor or subcontractors of full responsibility for liability, damages, and accidents as set forth in this solicitation or any contract arising from this solicitation.

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Solicitation Number: **21-0405**

Solicitation Title: **Janitorial Supplies**

Open Date: **May 18, 2021, 12:00:00 AM**

Close Date: **Jun 23, 2021, 3:00:00 PM**

Firm Name	Location
Acuity Specialty Products, Inc dba Zep Sales and Service	Atlanta, GA
Agni Enterprises, LLC (dba) Head to Heels Safety Supplies	Miami Lakes, FL
ALL FLORIDA PAPER	MIAMI, FL
Bayse Supply Co	Eustis, FL
Global Equipment Company Inc	Port Washington, NY
Medline Industries, Inc.	NORTHFIELD, IL
Medzon	Anaheim, CA
Noble Sales Co., Inc.	Rockland, Massachusetts
Northgate Limited,Inc	Sarasota, Florida
Pyramid School Products	TAMPA, FL
Staples Contract & Commercial LLC	Framingham, MA



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 13, 2022		
Agenda Item Name		
Piggyback Sourcewell Cooperative contract		
Requested Action		
Requesting approval to piggyback the Sourcewell Cooperative contract number 052417-FRM with Jack Doheny Companies, Inc to purchase one, two-ton, hot box transporter for road maintenance.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. At the request of the Public Services Department, the Procurement Services Department sought a contract from the Sourcewell Cooperative contract number 052417-FRM, to purchase one, two-ton, hot box transporter for road maintenance. In accordance with the direction of the City Council, the Procurement Services Department issued a Request for Interest (RFI) number 23-016 to notify local vendors of the City's intent to utilize another governmental agency contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. The Sourcewell Cooperative contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy. The use of piggyback contracts is allowed under the Purchasing Policy Section E.9 and is a procurement best practice that takes advantage of competitive pricing from a contract formerly bid by another government agency. The Procurement Services Department has determined that the use of piggyback contracts is advantageous and in the best interest of the City to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract must be utilized. Purchases associated with piggyback contracts are budgeted by each department. The estimated annual usage does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$53,777.30 is included in the current year's approved budget. Department Account Code: 12541-66401		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Falcon 2 Ton Trailer w. Tac (sourcewell) - City of Clermont 11.9.2022	Falcon 2 Ton Trailer w. Tac (sourcewell) - City of Clermont 11.9.2022.pdf	
2. RFI 23-016	RFI 23-016.pdf	



Date: 11/9/2022
Branch: 2000

Road Maintenance Equipment



Sourcewell Contract #052417-FRM

**City of Clermont Public Services
400 12th Street
Clermont, FL 34711
3352/394-7177**

PROPOSAL ID: 18258 1

DOHENYCOMPANY.COM

			List	Selected
QUICK SHIP MODELS				
1	FAL00002	2 Ton Transporter (Battery charger package, 24-hour timer, dump box, 16' frame, 16" tires, release agent sprayer basket, LED lighting upgrade, LED night work lights, strobe warning lights, 3-position tool holder)	\$ 35,955.00	\$ 35,955.00

QUICK SHIP OPTIONS				
1	FAL00007	30 gallon heated / insulated tack tank	\$ 4,947.00	\$ 4,947.00
1	FAL00008	Rejuvenator Spray System - 5.5 HP Motor	\$ 4,362.00	\$ 4,362.00
1	FAL00009	Rejuvenator spray system hose reel	\$ 957.00	\$ 957.00
1	FAL00012	plate compactor basket (24"x24")	\$ 394.00	\$ 394.00
1	FAL00013	hoist with 12-volt winch	\$ 3,382.00	\$ 3,382.00
1	FAL00014	Bomag bvp18/45-2	\$ 3,667.00	\$ 3,667.00

LIGHTING OPTIONS				
1	FAL00065	night work lights (LED)	\$ 533.00	\$ 533.00

** Add Work Lights to Front **

Sourcewell Build-Proposal Summary

Module/Options Total:	\$54,197.00
Options Sourcewell Discount 10%:	\$ 5,419.70
Module/Options Total per Sourcewell Price Schedule:	\$ 48,777.30
Non Sourcewell Options Total:	\$ -
Total with Module and All Options:	\$ 48,777.30
Freight and PDI:	\$ 5,000.00
Field Training:	\$ -
Total:	\$ 53,777.30

Terms and Conditions

Acceptance of this Proposal is subject to availability of the Equipment listed above.

Sales Price does not include any applicable sales taxes. Buyer is responsible for and agrees to pay all applicable sales tax.

The Sale of New Equipment Terms and Conditions are incorporated into and made a part of this Proposal upon acceptance and execution of this Proposal by both parties.

Execution of this Proposal by Seller and Buyer constitutes a binding agreement between the parties.

If this Proposal is not executed by both parties within thirty (30) calendar days from the Proposal Date, this Proposal shall become null and void, unless subsequently executed by both Buyer and Seller.

Thank you for your consideration of this proposal.

Sincerely yours,

Joshua Cole

Joshua Cole
Regional Sales Representative
941/661-1699
JoshuaCole@dohenycompany.com

This proposal becomes a contract for delivery and payment of the merchandise listed above only when signed by the customer or one of its officers.

Customer: _____

By: _____

Date: _____

Email: _____

SALE OF NEW EQUIPMENT TERMS AND CONDITIONS

1. THE AGREEMENT. Jack Doheny Companies, Inc., (the "Seller") agrees to sell, transfer and convey its right, title and interest in the new goods, equipment, vehicles and/or other new items (collectively, the "Equipment") described in Seller's written Invoice for the Sale of New Equipment (the "Invoice") to the Buyer subject to the terms and conditions contained herein, which are incorporated into the Invoice, agreed to by the parties hereto, and together consists of the entire agreement between the Seller and Buyer (collectively, the "Agreement"). The Agreement shall be for the benefit of the Seller and Buyer and not for the benefit of any other person or entity. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by the Seller and Buyer, to the extent they differ from, modify, add to or change from the Agreement shall not be binding on the Seller.
2. TERMS OF PAYMENT.
 - 2.1 Payment Date. All payments for the Equipment are due from Buyer on the date of the invoice unless other terms are agreed to in writing between Seller and Buyer. Payment shall be made to Seller at the address specified in the Agreement, without any offset or deduction for any reason.
 - 2.2 Shipping Delays. If any shipment is delayed at the request of Buyer, payment shall become due based on the date Seller is prepared to make shipment, and Seller may invoice Buyer based on such date. All prices for Equipment are F.O.B. Seller's shipping point.
 - 2.3 Delinquent Payments.
 - 2.3.1 Any payment not made by Buyer on or before its due date shall be subject to a late charge on any unpaid balance at a rate of 18% per annum, or the highest interest rate allowed by law, whichever is greater.
 - 2.3.2 If a payment is not made on or before its due date, Buyer agrees that Seller may elect, in addition to any other remedy at law or in equity, to cease performance under the Agreement and any other agreement between Buyer and Seller until such payment is rendered to Seller.
3. DELIVERY. Seller does not guarantee delivery dates.
4. RISK OF LOSS. Buyer assumes all risk of loss of Equipment upon delivery by Seller to carrier if Equipment is shipped. For Equipment that is shipped, Seller agrees to: (a) prepare the Equipment for shipment to Buyer; (b) deliver custody of the Equipment to carrier; (c) make appropriate arrangements for the transportation to carrier; and deliver documents to enable Buyer to obtain possession of the Equipment. Seller shall not be obligated to obtain insurance or to prepay transportation/carrier costs for the Equipment. Buyer agrees to be responsible for and to timely pay all loading, unloading and other charges incidental to transportation of the Equipment. Whether Seller pays transportation charges or not, risk of loss shall pass to Buyer upon delivery of the Equipment to a carrier.
5. INSPECTION OF EQUIPMENT. Buyer has inspected the Equipment and is satisfied with the Equipment's condition.
6. INDEMNIFICATION. Buyer shall indemnify, hold harmless and release Seller from any and all liabilities, losses, damages, claims, costs and expenses, including attorney fees, arising out of, in whole or in part, from (a) the design, or manufacture of the Equipment; or (b) the use of the Equipment by Buyer and those acting on Buyer's behalf.
7. MISCELLANEOUS.
 - 7.1 No Assignment. There shall be no assignment of the Agreement by Buyer without the prior written approval of Seller. Any assignment of the Agreement shall not relieve Buyer of its obligations under the Agreement.
 - 7.2 Force Majeure. Neither party will be liable for any delay or failure to perform its obligations hereunder, other than a payment obligation, due to any cause beyond its reasonable control including without limitation, acts of God or of the public enemy, including terrorists, acts of the government in its sovereign capacity, fires, floods, epidemic, strikes, picketing or boycotts, or any other circumstances caused by natural occurrences or third party actions beyond the reasonable control and without the fault or negligence of the party whose performance is affected ("Force Majeure Events"); provided that the affected party provides the other party prompt notice of the applicable circumstance and uses commercially reasonable efforts to re-commence performance as promptly as possible; provided, further, that if the duration of such Force Majeure Event exceeds thirty (30) days, the other party may terminate the Agreement upon delivery of written notice to the affected party.
 - 7.3 Venue. The parties agree that any dispute under the Agreement shall be brought in the applicable state or federal court located in the county in which the Originating Branch is located and the parties waive any right to a jury trial.
 - 7.4 Construction and Captions. The parties acknowledge that each has reviewed the Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any exhibits or amendments hereto; and that section headings appearing in the Agreement are for convenience of reference only and they are not intended, to any extent or for any purpose, to limit or define the text of any section or any subsection hereof. In the event any part of the Agreement is found to be ambiguous, such ambiguity shall not be construed against any party.
 - 7.5 Entire Agreement. The Agreement constitutes the sole and entire agreement between the parties and supersedes all prior and contemporaneous statements, promises, understandings or agreements, whether written or oral.
 - 7.6 Amendments. The Agreement may be amended, modified or altered at any time upon the approval of the Seller and Buyer; however, any such amendment must be in writing and signed by the Seller and Buyer in order for such amendment to be of any force and effect.
 - 7.7 Partial Invalidity. In the event that any provision of the Agreement is declared by any court of competent jurisdiction or any administrative judge to be void or otherwise invalid, all of the other terms, conditions and provisions of the Agreement shall remain in full force and effect to the same extent as if that part declared void or invalid had never been incorporated in the Agreement and in such form, the remainder of the Agreement shall continue to be binding upon the parties.
 - 7.8 Counterparts. The Agreement and any amendment thereto may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one Agreement. Delivery of an executed counterpart of a signature page of the Agreement by facsimile or email shall be effective as delivery of an originally executed counterpart of the Agreement.
 - 7.9 Authority. Each person(s) executing the Agreement as an agent or in a representative capacity warrants that he or she is duly authorized to do so.

NO WARRANTY. SELLER MAKES NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MARKETABILITY OR FITNESS FOR PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY HEREBY DISCLAIMED. To the extent allowed by law and those agreements, Seller transfers and assigns to Buyer the Equipment manufacturer's warranties, if any such warranty is provided by the Equipment manufacturer. In no event shall Seller be liable to Buyer for any incidental, consequential, special, exemplary, and/or punitive damages, including without limitations, loss of revenue or profit.



REQUEST FOR INFORMATION

RFI 23-016

INTENT TO UTILIZE THE SOURCEWELL CONTRACT TO PURCHASE TWO TON HOT BOX TRANSPORTER

City of Clermont
685 W. Montrose Street
Clermont, FL 34711

RELEASE DATE: November 28, 2022

DEADLINE FOR QUESTIONS: December 5, 2022

RESPONSE DEADLINE: December 6, 2022, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/clermontfl>

City of Clermont
REQUEST FOR INFORMATION
Intent to Utilize the Sourcewell Contract to Purchase Two Ton Hot
Box Transporter

- I. Introduction
- II. Response Procedures.....

1. INTRODUCTION

Thank you for your interest in doing business with the City of Clermont. If you are interested in preparing a response to this Request For Information, please read the solicitation package in its entirety prior to submitting a response.

Hardcopy responses may be delivered to the City of Clermont Procurement Services Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

All respondents must be registered with the Florida Department of State and licensed to do business in the State of Florida.

1.1. Summary

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contract. This is not an invitation to submit a bid or quote. If no local vendor responds to the RFI, the Procurement Services Department will proceed with utilizing the referenced contract. Local vendor is defined as businesses located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

(a) Department: Public Services

(b) Company Information: Jack Doheny Companies, Inc.

(c) Contract Number and Title: 052417-FRM

(d) Length of Contract: Expiring October 2, 2023

(e) Product or Service Provided: Two Ton Hot Box Transporter

(f) Estimated Annual Expenditure: \$53,777.30

If you're a local vendor, please contact the Procurement Services Director by email or by mail prior to the "Notice End Date" indicated above to advise whether your company can provide any of the product or service mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or serve described. Respondents are not to provide pricing. All responses will be evaluated by the Procurement Services Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.

1.2. Contact Information

Dusty Pacheco

Public Service Manager

400 12th Street

Clermont, FL 34711

Email: dpacheco@clermontfl.org

Phone: [\(352\) 394-7177](tel:(352)394-7177) Ext: [4413](tel:(352)394-7177)

Department:

Public Services - Public Works

1.3. Timeline

Solicitation Release Date	November 28, 2022
Question Deadline	December 5, 2022, 2:00pm
Response Deadline	December 6, 2022, 2:00pm

2. RESPONSE PROCEDURES

2.1. Standard RFI

Provide information related to RFI.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 13, 2022		
Agenda Item Name		
Piggyback City of Boynton Beach Contracts		
Requested Action		
Requesting approval for piggyback contracts numbers WH22-047 and WH 22-048 from the City of Boynton Beach piggyback contracts with Fortline, Inc. d/b/a Fortline Waterworks to supply pipe and brass fittings and accessories.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. At the request of the Public Services Department, the Procurement Services Department sought contracts from City of Boynton Beach numbers WH22-047 and WH 22-048, to supply pipe and brass fittings and accessories. The City of Boynton Beach contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Services Policy. The award for contract number WH22-047 includes an initial one (1) year agreement with additional three (3) additional one (1) year renewals at the option of the city. The award for contract number WH22-048 includes an initial one (1) year agreement with additional three (3) additional one (1) year renewals at the option of the city. Based on this, staff recommends that Council approve to piggyback the City of Planation contract numbers WH22-047 and WH 22-048. This contract will supply pipe and brass fittings and accessories. The estimated annual amount of each contract is \$100,000. The use of piggyback contracts is allowed under the Purchasing Policy Section E.9 and is a procurement best practice that takes advantage of competitive pricing from a contract formerly bid by another government agency. The Procurement Services Department has determined that the use of piggyback contracts is advantageous and in the best interest of the City to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract must be utilized. Purchases associated with piggyback contracts are budgeted by each department. The estimated annual usage does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
Funding will be determined on a project by project basis and funded by the respective department. There is adequate funding for these services in the current approved budget. The object code for these purchases in all departments is 54612, 54614, 54624, 66401 and 66321.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Fortline - Boynton Beach #WH22-047	Fortline - Boynton Beach #WH22-047.pdf	
2. Fortline - Boynton Beach #WH22-048	Fortline - Boynton Beach #WH22-048.pdf	

The City of Boynton Beach



**PROCUREMENT SERVICES
P.O. BOX 310
BOYNTON BEACH, FLORIDA
33425-0310
TELEPHONE NO: (561) 742-6310
FAX: (561) 742-6316**

September 9, 2022

Fortiline, Inc.

Jordan.mccall@fortiline.com

**RE: "ANNUAL SUPPLY OF BRASS FITTINGS AND ACCESSORIES"
BID #: WH22-047**

Contract Period: October 17, 2022 thru October 16, 2023

Dear: Jordan McCall,

At the Commission meeting on September 8, 2022, the BID for "ANNUAL SUPPLY OF BRASS FITTINGS AND ACCESSORIES" was awarded and your company was one of two selected.

A Blanket Purchase Order will be issued to your company on an "As Needed Basis".

We would like to thank you for responding to this Bid. If you have any questions regarding this Bid, please contact Michael Dauta, Manager of Materials and Distribution, at dautam@bbfl.us

Sincerely,

Mara Frederiksen
Director of Financial Services

Enclosure: Tabulation Sheet



ANTI-KICKBACK AFFIDAVIT TO BE COMPLETED AND UPLOADED ONLINE

STATE OF FLORIDA)
) SS
COUNTY OF DUVAL)

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 29th day of July, 2022

Printed Information:

Gregory A. Velz

NAME _____

Assistant Corporate Secretary

TITLE

NOTARY PUBLIC, State of Florida

at Large



Fortiline, Inc. d/b/a Fortiline Waterworks
COMPANY

“OFFICIAL NOTARY SEAL” STAMP

BIDDER ACKNOWLEDGEMENT

Submit Bids To: PROCUREMENT SERVICES
 100 E Ocean Ave
 Boynton Beach, Florida 33435
 Telephone: (561) 742-6310

Bid Title: **ANNUAL SUPPLY OF BRASS FITTINGS AND ACCESSORIES**

Bid Number: **WH22-047**

Bid Due: **AUGUST 2, 2022; NO LATER THAN 2:30 P.M. (LOCAL TIME)**

Bids will be opened in Procurement Services unless specified otherwise. Bid receiving date and time is scheduled for **August 2, 2022; no later than 2:30 P.M. (local time)** and may not be withdrawn within ninety (90) days after such date and time.

All awards made as a result of this bid shall conform to applicable sections of the charter and codes of the City.

Name of Vendor: Fortiline, Inc. d/b/a Fortiline Waterworks

Federal I.D. Number: 57-0819190

A Corporation of the State of: South Carolina

Area Code: 877 Telephone Number: 709-2227

Area Code: 817 FAX Number: 877-4942

Mailing Address: 15850 Dallas Parkway

City/State/Zip: Dallas, Texas 75248

Vendor Mailing Date: _____

E-Mail Address: jeff.hobbs@fortiline.com
 david.guthart@fortiline.com
 jordan.mccall@fortiline.com

David Guthart

Authorized Signature

David Guthart

Name Typed



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2022

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 Arthur J. Gallagher Risk Management Services, Inc. Park 7 12750 Merit Drive, Suite 1000 Dallas TX 75251		CONTACT NAME: Krissy Ooton PHONE (A/C, No, Ext): 972-663-6127 E-MAIL ADDRESS: krissy_ooton@ajg.com		FAX (A/C, No): 972-991-4061
INSURED MORSCO, Inc. Named Insured Continued See Attached 15850 Dallas Parkway, Suite 210 Addison TX 75248		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Travelers Property Casualty Co of America		25674
		INSURER B : ACE Property & Casualty Insurance Co		22667
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 488670903**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			OGL G4666484A	4/30/2022	4/30/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			TC2JCAP-5H600032-22	4/30/2022	4/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			XOO G46664887	4/30/2022	4/30/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-1L155252-22-51-K	4/30/2022	4/30/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	AUTOMOBILE PHYSICAL DAMAGE			TEBAP-5H600044-22	4/30/2022	4/30/2023	DEDUCTIBLE \$1,000/\$2,000
A	WORKERS COMPENSATION (WI ONLY)			UB-3T986101-22-51-R	4/30/2022	4/30/2023	ACC/DISEASE LIMITS \$1,000,000
A	TRANSPORTATION			KTJ-CMB-9M52107-4-21	12/31/2021	12/31/2022	PROPERTY IN TRANSIT \$250,000

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

FULL NAMED INSURED SCHEDULE ATTACHED

The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

GENERAL LIABILITY:

- Automatic Blanket Additional Insured under policy forms CG 20 10 04-13 / CG 20 37 04-13 / CG 20 11 04-13 / CG 20 15 04-13 / CG20 26 04 13
 - Automatic Waiver of Subrogation status provided under Policy form CG 24 04 12 19
- See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Boynton Beach
100 E Ocean Avenue
Boynton Beach FL 33435
USA

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

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED MORSCO, Inc. Named Insured Continued See Attached 15850 Dallas Parkway, Suite 210 Addison TX 75248
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

- Primary and Noncontributory under Policy form CG 20 01 12-19

AUTOMOBILE LIABILITY:

- Automatic Blanket Additional Insured under Policy form CA T4 37 02 16
- Automatic Waiver of Subrogation status provided under Policy Form CA T3 40 02 15
- Primary and Non-Contributory under Policy Form CA T4 74 02 16
- Personal Injury Protection (PIP) included at state minimum requirements

AUTOMOBILE PHYSICAL DAMAGE:

- Coverage for Symbols 8 and 10
- Deductibles for Vehicles
 - Under 20,000 GVW = \$1,000
 - 20,001 GVW and Over = \$2,000
- Auto Loan/Lease Gap Coverage provided under Policy Form CA 20 71 10 13
- Automatic Additional Insured and Loss Payee status to Lessor provided under Policy Form CA 20 01 10 13
- Automatic Waiver of Subrogation status provided under Policy Form CA T3 40 02 15

TRANSPORTATION:

- Coverage provided under the primary property policy at the limit shown above.

WORKERS' COMPENSATION:

- Automatic Waiver of Subrogation status provided under Policy Form WC 00 03 13(00) - 001

UMBRELLA LIABILITY:

- Policy is Follow Form to the General Liability, Automobile Liability and Workers Compensation policies shown on this certificate of insurance.

HOLDER SPECIFIC:

- Project: Any job awarded to the Named Insured
- Additional Insured in favor of City of Boynton Beach, its officers, agents, volunteers and employees as required by written contract and provided in the above noted policy forms attached herein..



MORSCO, Inc.

NAMED INSURED SCHEDULE

Name

MORSCO, Inc.
Morsco Supply, LLC
Morrison Supply Company, LLC
Express Pipe & Supply Co. LLC
FWC Supply, LLC
WS Supply, LLC
Patriot Supply Holdings, Inc.
Patriot Supply Intermediate, Inc.
Fortiline, LLC
Fortiline, Inc. d/b/a Fortiline Waterworks
MORSCO Properties, LLC
MORSCO HVAC Supply dba Busch Supply
Morrison Supply Company, LLC DBA Builders Discount Appliance Mart
Morrison Supply Company, LLC DBA American Supply
Morrison Supply Company, LLC DBA American Supply Company
Morrison Supply Company, LLC, Express Pipe & Supply Co., LLC and FWC Supply, LLC DBA Expressions Home Gallery
Morrison Supply Company, LLC and Express Pipe & Supply Co., LLC DBA Kiva Kitchen and Bath
Morrison Supply Company, LLC DBA Empire Plumbing Supply
Morrison Supply Company, LLC DBA EP Supply
Morrison Supply Company, LLC DBA Dixie Utility Supply
Morrison Supply Company, LLC DBA Western Wholesale Supply Co.
Morrison Supply Company, LLC DBA Murray Supply Company
Morrison Supply Company, LLC DBA DeVore & Johnson
WS Supply, LLC DBA Wholesale Specialities
FWC Supply, LLC DBA Farnsworth Wholesale Supply
Mainline Holding Company, LLC
Mainline Supply of Asheville, LLC
Mainline Supply of Atlanta, LLC
Mainline Supply of Charlotte, LLC
Mainline Supply of Greensboro, LLC
Mainline Supply of Greenville, LLC
Mainline Supply of Jonesboro, LLC
Mainline Supply of Florida, LLC
Mainline Supply of South Carolina, LLC
Mainline Holding Company, Profit Sharing
Mainly Supply Company, Inc. (old pipeline)
Eagle Underground Utility Supply, Inc.
Pipeline Sales, LLC
PSCI Acquisition Corporation
Pipeline Supply Company, LLC
MSC Waterworks LLC
MSC Waterworks Company Inc.
MSC Waterworks of Atlanta, LLC
DeVore & Johnson
Express Pipe & Supply
Expressions Home Gallery
Farnsworth Wholesale Supply
FWC Supply
Kiva Kitchen & Bath
Morrison Supply Company
Murray Supply Company
Wholesale Specialities
WS Supply
Todd Pipe Holdings, Inc.
LegendMRO, LLC

Name
Todd Pipe & Supply, LLC
MORSCO Supply, LLC d/b/a Reece Plumbing
MORSCO Supply, LLC d/b/a Reece HVAC
Fortline Inc., d/b/a Reece Waterworks
MORSCO Supply, LLC
MORSCO Supply, LLC d/b/a Expres Pipe & Supply Co.
MORSCO Properties OK, LLC



BIDDER'S QUALIFICATION STATEMENT
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:	<u>Check One</u>	
Name: <u>Fortiline, Inc. d/b/a Fortiline Waterworks</u>	Corporation	☒
Address: <u>5759 White Drive</u>	Partnership	☐
CITY, State, Zip: <u>Riviera Beach, Florida 33407</u>	Individual	☐
Telephone No.: <u>561-253-9886</u>	Other	☐
Fax No.: <u>561-253-9887</u>		
Email Address.: <u>jordan.mccall@fortiline.com / jeff.hobbs@fortiline.com</u> <u>dave.guthart@fortiline.com</u>		

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 Bidder is:
Fortiline, Inc. d/b/a Fortiline Waterworks

The address of the principal place of business is:
15850 Dallas Parkway, Suite 201
Dallas, Texas 75248

2. If Bidder is a corporation, answer the following:

- a. Date of Incorporation: 03/25/1986
- b. State of Incorporation: South Carolina
- c. President's name: Andrew Pacifico
- d. Vice President's name: Marty Nagel
- e. Secretary's name: Amanda Malburg
- f. Treasurer's name: Sherry Becken
- g. Name and address of Resident Agent: N/A

3. If Bidder is an individual or a partnership, answer the following:

- a. Date of organization: N/A
- b. Name, address and ownership units of all partners:

**THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER
FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE**

c. State whether general or limited partnership: N/A

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

N/A

6. How many years has your organization been in business under its present business name?

24

Under what other former names has your organization operated?

Pipeline Supply, Mainline Supply, MSC Waterworks

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

DUNS# 82-7658506

Sun Biz# F10000004477 (attached)

8. Did you attend the Pre-Bid Conference if any such conference was held?

YES ☐ NO ☒

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

No

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

Mitch Tyler - FL Sales Manager (20 yrs)

Jeff Hobbs - Municipal Sales

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11. State the name of the individual who will have personal supervision of the work:
Jeff Hobbs

12. State the name and address of attorney, if any, for the business of the Bidder:

Deryl Ward, Esquire

15850 Dallas Parkway, Suite 201, Dallas Texas 75248

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Bidder's business and indicate the percentage owned of each such business and/or individual:

N/A

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Bidder:

N/A

15. State the name of Surety Company which will be providing the bond (if applicable), and name and address of agent:

Surety Company: Atlantic Specialty Insurance Company

Agent: Cara D. Hancock

Arthur J. Gallagher Risk Management Services, Inc.

5312 - 114th Street, Lubbock TX 79424

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16. Annual Average Revenue of the Bidder for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	5
b.	Non-Governmental Related Work	10
	Total Work (a +b):	\$50 million or greater

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

17. Bank References:

Bank	Address	Telephone
------	---------	-----------

Bank Of America

901 Main Street, Dallas Texas 75201

Contact: Matthew Johnston (817-390-6812)

18. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

Projects are closely monitored by the corresponding salesman and assisted by the branch members. Branch Operations Managers are in charge of budget control and work closely with salesmen on projects and scheduling.

19. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

Salesmen work together with Branch Managers to assure the customer is getting the materials required in a timely fashion to help the project run as smooth as possible.

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20. Is the financial statement submitted with your bid (if applicable) for the identical organization named on page one?

YES ☒ NO ☐

21. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).

N/A, see attached.

22. What will be your turnaround time for written responses to City inquiries?

1-2 business days

23. 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 such petition.

We have never filed for bankruptcy.

24. 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 which the dispute arose, and a description of the subject matter of the dispute.

We have never had any claims, arbitrations, administrative hearings or lawsuits.

25. List and describe all criminal proceedings or hearings concerning business related offenses to which the Bidder, its principals or officers or predecessors' organization(s) were defendants.

We have never had any criminal proceedings or hearings concerning business related offense.

26. Has the Bidder, its principals, officers or predecessors' organization(s) been Convicted of a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

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No.

The Bidder acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner 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 owner to reject the bid, and if after the award, to cancel and terminate the award and/or contract.

(Signed)

(Title) Assistant Corporate Secretary

Subscribed and sworn to before me

This 29th day of July, 2022



Notary Public (Signature)

My Commission Expires: March 20, 2026

**THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER
FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE**

**THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER
FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE**



**CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 287.135
TO BE COMPLETED AND UPLOADED ONLINE**

I, Gregory A. Velz, on behalf of Fortiline, Inc. d/b/a Fortiline Waterworks certify
Print Name and Title Company Name

that Fortiline, Inc. d/b/a Fortiline Waterworks 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:

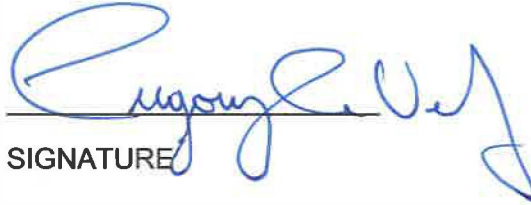
- 1) Contracting with companies for goods or services if at the time of bidding on, submitting a bid for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
- 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.

Fortiline, Inc. d/b/a Fortiline Waterworks

COMPANY NAME


SIGNATURE

Gregory A. Velz

PRINT NAME

Assistant Corporate Secretary

TITLE

CONFIRMATION OF MINORITY OWNED BUSINESS

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form with your bid proposal sheet making it an official part of your bid response.

Is your company a Minority Owned Business ? Yes No ✓

If Yes, please indicate by an "X" in the appropriate box:

- () AMERICAN INDIAN
- () ASIAN
- () BLACK
- () HISPANIC
- () WOMEN
- () OTHER _____ (specify)
- () NOT APPLICABLE

Do you possess a Certification qualifying your business as a Minority Owned Business?

YES _____ NO ☒

If YES, Name the Organization from which this certification was obtained and date:

N/A
Issuing Organization for Certification

N/A

Date of Certification

CONFIRMATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Vendor's Signature

**SECRETARY'S CERTIFICATE OF
FORTILINE, INC. d/b/a FORTILINE WATERWORKS**

July 27, 2022

I, Malia Gelfo, the duly elected Assistant Corporate Secretary of the entity identified above ("Company"), DO HEREBY CERTIFY and AUTHORIZE:

1. Jordan McCall of Fortiline, Inc., d/b/a Fortiline Waterworks, located at 822 Mary's Park Place, Winter Garden, Florida, as authorized Agent and Signatory for Fortiline, Inc. for the City of Boynton Beach, Florida, Invitation To Bid (ITB) No. WH22-047: Annual Supply of Brass Fittings and Accessories, for the acknowledgment and submitting/uploading the electronic bid only.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Secretary's Certificate as of the date first written above.

BY:



Malia Gelfo

Assistant Corporate Secretary of Fortiline, Inc.
as of the date set forth above



E-VERIFY FORM
TO BE COMPLETED AND UPLOADED ONLINE

Project Name: Annual Supply of Brass Supplies and Accessories

Project No.: WH22-047

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.

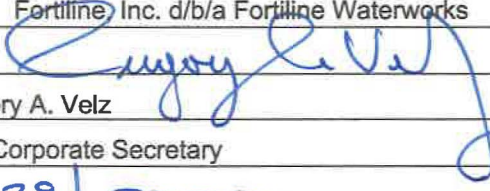
“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

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 subvendors/subconsultants/subcontractors) 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:	Fortiline Inc. d/b/a Fortiline Waterworks
Authorized Signature:	
Print Name:	Gregory A. Velz
Title	Assistant Corporate Secretary
Date:	7/29/2022
Phone:	561-253-9886

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of July, 2022, by Greg Velz on behalf of Fortiline Waterworks. 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

**CITY OF BOYNTON BEACH
LOCAL BUSINESS STATUS CERTIFICATION**

I, Gregory A. Velz, the Assistant Corporate Secretary
(Name of officer of company) (Title of officer of company)

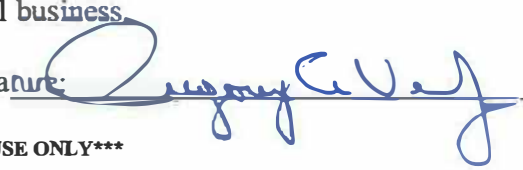
Fortiline, Inc., located at 7025 Northwind Dr. NW
(Name of Corporation/Company) (Business Address) Concord, NC 28027

certify that I am an authorized representative of the business and, on behalf of the
Business, request that it be deemed to be a local business for purposes of the City of
Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2
below will qualify the business as a local business. In support of this request, I certify the
following to be true and correct:

NAME OF BUSINESS: <u>Fortiline, Inc. d/b/a Fortiline Waterworks</u>			
1. Is the business located within the City limits of Boynton Beach, Florida?	<u>YES</u>	<u>NO</u> ✓	Number of Years: _____
2. Does the business have a business tax receipt issued in the current year? Palm Beach County Local Business Tax Receipt	<u>YES</u> ✓	<u>NO</u>	Business License Number: <u>201580311</u>
3. Is the business registered with the Florida Division of Corporations?	<u>YES</u> ✓	<u>NO</u>	<u>F10000004477</u>

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

Print Name: Gregory A. Velz

Signature: 

FOR PURCHASING USE ONLY

Business License Active: ☐

Year Established: ☐

Verified by: _____ Date: _____



NON COLLUSION AFFIDAVIT OF BIDDER
TO BE COMPLETED AND UPLOADED ONLINE

State of Florida)

County of Duval)

Gregory A. Velz, being first duly sworn, deposes and says that:

- 1) He is Assistant Corp. Secretary of Fortiline, Inc. d/b/a Fortiline Waterworks, the proposer that
 (Title) (Name of Corporation or Integrator)
 has submitted the attached ITB:
- 2) He is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;
- 3) Said ITB is genuine and is not a collusive or sham ITB;
- 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 ITB in connection with the Contract for which the attached ITB 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 ITB or of any other Bidder, or to fix any overhead, profit or cost element of the ITB price or the ITB price of any other Bidder, 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) Assistant Corporate Secretary

Subscribed and sworn to before me

This 20th day of July, 2022

 Notary Public (Signature)

My Commission Expires: March 20, 2026



PALM BEACH COUNTY INSPECTOR GENERAL

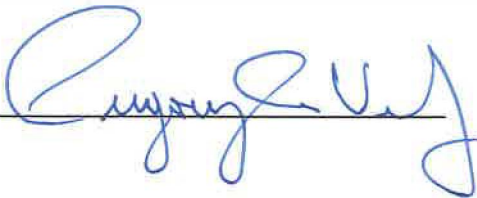
ACKNOWLEDGMENT

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 this contract, 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.

Fortiline, Inc. d/b/a Fortiline Waterworks

~~CONTRACTOR NAME~~ **DISTRIBUTOR**

By 

Title: Assistant Corporate Secretary

Date: 7/29/2022

WH22-047 - Annual Supply of Brass Fittings and Accessories

Opening Date: July 6, 2022 1:00 PM

Closing Date: August 2, 2022 2:30 PM

Vendor Details

Company Name: Fortiline, Inc. d/b/a Fortiline Waterworks
Does your company conduct business under any other name? If yes, please state: North Carolina
Address: 7025 Northwinds Drive, NW
Concord, North Carolina 28027
Contact: Jordan McCall
Email: jordan.mccall@fortiline.com
Phone: 407-287-7777
Fax: 704-788-9800
HST#: 57-0819190

Submission Details

Created On: Monday July 18, 2022 16:33:54
Submitted On: Monday August 01, 2022 19:26:38
Submitted By: Jordan McCall
Email: jordan.mccall@fortiline.com
Transaction #: d3a09dac-07bf-4261-acba-254fd929f78d
Submitter's IP Address: 35.141.4.156

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

Attachment B - Item 1

Item 1 is to determine the percentage discount or cost plus percentage offered on all materials from the manufacturers listed below that is offered by your company. **You can either offer percentage discount off or cost plus percentage, both is not required.** Please state what the discount or cost plus is based on. If you do not offer any of the brands, please place a "0%" in the box.

Manufacturer	Discount Percentage Off *	Cost Plus % *
Ford	0%	.
Mueller	Service Brass: 45% Hymax: 42%	.
AY McDonald	Service Brass: 51% Domestic threaded brass fittings: 82% Domestic nipples: 92%	.
Merit Brass	DOMESTIC LEAD FREE BRASS: 77%	.
Lee Brass	0%	.

Attachment B - Item 2

Items 2 will be used for evaluation purposes only and are not sole items to be ordered. The bidder shall complete all spaces to include the current price list for the item, the percentage discount or the cost plus percentage offered from ITEM 1, and the final item price after the discount is applied. **You can either offer percentage discount off or cost plus percentage, both is not required.** Equivalents are accepted for part numbers listed.

Line Item	Description	Part Number	Current Price *	Discount % from Item *	Cost plus percentage from Item *	Final Item Price *
1	3/4" x 4" Brass Nipple		\$128.5500	92%	.	\$10.2400
2	1" Ball Valve Comp x Yoke	B94-344W	\$172.0400	51%	.	\$84.2900
3	1" CC Ball Corp	FB-1000-4	\$140.9100	51%	.	\$69.0400
4	1" x 3/4" Brass Bushing		\$69.2400	82%	.	\$12.4600
5	3/4" Tail Pieces	C91-23	\$18.2800	51%	.	\$8.9500

Attachment B - Item 3

Additional discount percentage off or cost plus percentage for all brands, manufacturers offered by your company. This discount will be used to purchase any product offered by your company that is not Ford, Mueller, AY McDonald, Merit or Lee.

Instructions	Discount Percentage Off *	Cost Plus Percentage *
Additional discount percentage off or cost plus percentage for all brands, manufacturers offered by your company. This discount will be used to purchase any product offered by your company that is not Ford, Mueller, AY McDonald, Merit or Lee.	ARI 17.000% Endot HDPE 35.000%(Escalation clause up to 10%) DFW GRADE C BOXES AND LIDS 26% Trumbull industries 38% NDS METER BOXES AND LIDS 60.000% NDS CHECK VALVES 40.000% NDS TRUE UNION BALL VALVES 40.000% NDS COMPRESSION FITTINGS 45.000% NDS GATE VALVES 40.000% Raven meter boxes Sigma and iron and polymer lids 35% CDR meter boxes and lids tier 8 - 45%	*Any item not on the list - 20% plus cost plus freight*

Specifications

☐ We will not be submitting for Specifications

Number	New Column
1	All Bid prices are F.O.B. Boynton Beach, Warehouse, 222 N.E. 9TH Avenue, Boynton Beach, Florida.
2	Bidder should state the model numbers of all items and accessories specified in this proposal.
3	Bidder must be able to guarantee all deliveries, through out the duration of the Bid. All orders must be delivered within 15 days from date of the purchase order. Back orders exceeding the 15 day period are subject to cancellation. Exceptions will be made depending on market conditions.
4	Any quantities indicated in the proposal represent approximate needs for the one (1) year period. There is no guarantee made or implied that the City will fulfill such purchases.
5	Award is anticipated to be on a primary, secondary, third and possibly fourth basis.
6	Bidder agrees that all brass proposed in this bid are lead-free and domestic.
7	The percent discount or cost plus percentage discount applies to the Commodity Bid – Brass Fittings and Accessories. In this instance, Brass Fittings and Accessories encompass any and all similar and like items as individually listed.
8	The City reserves the right to purchase on the open market should lower market prices prevail at which time the successful bidder shall have the option of meeting the lower price or relieving the City of any obligation previously understood
9	Bidder agrees that all items proposed in this bid are domestically made.
10	All brass fittings and accessories listed in the proposal form must be of domestic manufacturer and meet all criteria set forth by the A.W.W.A., A.S.T.M. and the trade industry.

References

Line Item	Company *	Name *	Email *
1	Village of Wellington	Alan Friedman	afriedman@wellingtonfl.gov
2	City of Melbourne	Nic Coster	Nicholas.coster@mlbfl.org
3	City of Margate	Mike Bush	mbush@margatefl.org

Documents

Ensure your submission document(s) conforms to the following:

Documents should NOT have a security password, as City of Boynton Beach may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by City of Boynton Beach.

If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- [Bidder Qualification Statement](#) - 22-047 EXECUTED - BIDDER QUALIFICATION STATEMENT.pdf - Monday August 01, 2022 17:36:19
- [Anti-Kickback Affidavit](#) - 22-047 EXECUTED - ANTICKICKBACK AFFIDAVIT.pdf - Monday August 01, 2022 17:36:27
- [Non-collusion Affidavit of Bidder](#) - 22-047 EXECUTED - NON COLLUSION AFFIDAVIT.pdf - Monday August 01, 2022 17:36:41
- [Certification Pursuant to Florida Statute § 287.135](#) - 22-047 EXECUTED - CERTIFICATION PURSUANT TO FLORIDA.pdf - Monday August 01, 2022 17:36:58
- [Confirmation of Drug-Free Workplace](#) - 22-047 EXECUTED - DRUG FREE WORKPLACE.pdf - Monday August 01, 2022 17:37:10
- [Confirmation of Minority Owned Business](#) - 22-047 EXECUTED - CONFIRMATION OF MINORITY OWNED BUSINESS.pdf - Monday August 01, 2022 17:37:32
- [E-Verify](#) - 22-047 EXECUTED - E-VERIFY FORM.pdf - Monday August 01, 2022 17:37:58
- [Bidder Acknowledgement](#) - 22-047 EXECUTED - BIDDER ACKNOWLEDGMENT & COI.pdf - Monday August 01, 2022 17:40:41
- [Local Business](#) - 22-047 EXECUTED - LOCAL BUSINESS CERTIFICATION.pdf - Monday August 01, 2022 17:38:22
- [Palm Beach County Inspector General](#) - 22-047 EXECUTED - PALM BEACH COUNTY INSPECTOR GENERAL.pdf - Monday August 01, 2022 17:38:29

Addenda & Declarations

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.
2. This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.
4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or One Hundred Twenty (120) Calendar Days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.
5. I/WE acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.
6. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

Palm Beach County Inspector General Acknowledgement

The Consultant 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 this Consultant Agreement, and in furtherance thereof may demand and obtain records and testimony from the Consultant and its sub-consultants and lower tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its subconsultants or lower tier sub-consultants 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.

Confirmation of Drug Free Workplace

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie submittals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under submittal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under submittal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or- plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

☒ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Jordan McCall, Regional Bid Coordinator, Fortiline, Inc. d/b/a Fortiline Waterworks

The Bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

The City of Boynton Beach



***PROCUREMENT SERVICES
P.O. BOX 310
BOYNTON BEACH, FLORIDA
33425-0310
TELEPHONE NO: (561) 742-6310
FAX: (561) 742-6316***

September 9, 2022

Fortiline, Inc.

Jordan.mccall@fortiline.com

RE: **“ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES”**
BID #: WH22-048

Contract Period: October 5, 2022 thru October 4, 2023

Dear: Jordan McCall,

At the Commission meeting on September 8, 2022, the BID for **“ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES”** was awarded and your company was one of two selected.

A Blanket Purchase Order will be issued to your company on an “As Needed Basis”.

We would like to thank you for responding to this Bid. If you have any questions regarding this Bid, please contact Michael Dauta, Manager of Materials and Distribution, at dautam@bbfl.us

Sincerely,

Mara Frederiksen
Director of Financial Services

Enclosure: Tabulation Sheet



ANTI-KICKBACK AFFIDAVIT TO BE COMPLETED AND UPLOADED ONLINE

STATE OF FLORIDA)
) SS
COUNTY OF DUVAL)

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 29th day of July, 2022

Printed Information:

Gregory A. Velz

NAME _____

Assistant Corporate Secretary

TITLE

NOTARY PUBLIC, State of Florida

at Large



Fortiline, Inc. d/b/a Fortiline Waterworks
COMPANY

“OFFICIAL NOTARY SEAL” STAMP

BIDDER ACKNOWLEDGEMENT

Submit Bids To: PROCUREMENT SERVICES
100 E Ocean Ave
Boynton Beach, Florida 33435
Telephone: (561) 742-6310

Bid Title: **ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES**

Bid Number: **WH22-048**

Bid Due: **AUGUST 2, 2022; NO LATER THAN 2:30 P.M. (LOCAL TIME)**

Bids will be opened in Procurement Services unless specified otherwise. Bid receiving date and time is scheduled for **August 2, 2022; no later than 2:30 P.M. (local time)** and may not be withdrawn within ninety (90) days after such date and time.

All awards made as a result of this bid shall conform to applicable sections of the charter and codes of the City.

Name of Vendor: Fortiline, Inc. d/b/a Fortiline Waterworks

Federal I.D. Number: 57-0819190

A Corporation of the State of: South Carolina

Area Code: 877 Telephone Number: 709-2227

Area Code: 817 FAX Number: 877-4942

Mailing Address: 15850 Dallas Parkway, Suite 201

City/State/Zip: Dallas, Texas 75248

Vendor Mailing Date: _____

E-Mail Address: jeff.hobbs@fortiline.com

david.guthart@fortiline.com
jordan.mccall@fortiline.com

Authorized Signature

David Guthart

Name Typed



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2022

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 Arthur J. Gallagher Risk Management Services, Inc. Park 7 12750 Merit Drive, Suite 1000 Dallas TX 75251		CONTACT NAME: Krissy Ooton PHONE (A/C, No, Ext): 972-663-6127 E-MAIL ADDRESS: krissy_ooton@ajg.com		FAX (A/C, No): 972-991-4061		
INSURED MORSCO, Inc. Named Insured Continued See Attached 15850 Dallas Parkway, Suite 210 Addison TX 75248		MORSINC-01		INSURER(S) AFFORDING COVERAGE		NAIC #
				INSURER A : Travelers Property Casualty Co of America		25674
				INSURER B : ACE Property & Casualty Insurance Co		22667
				INSURER C :		
				INSURER D :		
				INSURER E :		
		INSURER F :				

COVERAGES**CERTIFICATE NUMBER:** 488670903**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			OGL G4666484A	4/30/2022	4/30/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			TC2JCAP-5H600032-22	4/30/2022	4/30/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			XOO G46664887	4/30/2022	4/30/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	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	N/A	UB-1L155252-22-51-K	4/30/2022	4/30/2023	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	AUTOMOBILE PHYSICAL DAMAGE			TEBAP-5H600044-22	4/30/2022	4/30/2023	DEDUCTIBLE	\$1,000 / \$2,000
A	WORKERS COMPENSATION (WI ONLY)			UB-3T986101-22-51-R	4/30/2022	4/30/2023	ACC/DISEASE LIMITS	\$1,000,000
A	TRANSPORTATION			KTJ-CMB-9M52107-4-21	12/31/2021	12/31/2022	PROPERTY IN TRANSIT	\$250,000

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

FULL NAMED INSURED SCHEDULE ATTACHED

The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

GENERAL LIABILITY:

- Automatic Blanket Additional Insured under policy forms CG 20 10 04-13 / CG 20 37 04-13 / CG 20 11 04-13 / CG 20 15 04-13 / CG20 26 04 13
 - Automatic Waiver of Subrogation status provided under Policy form CG 24 04 12 19
- See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Boynton Beach
100 E Ocean Avenue
Boynton Beach FL 33435
USA

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

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED MORSCO, Inc. Named Insured Continued See Attached 15850 Dallas Parkway, Suite 210 Addison TX 75248
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

- Primary and Noncontributory under Policy form CG 20 01 12-19

AUTOMOBILE LIABILITY:

- Automatic Blanket Additional Insured under Policy form CA T4 37 02 16
- Automatic Waiver of Subrogation status provided under Policy Form CA T3 40 02 15
- Primary and Non-Contributory under Policy Form CA T4 74 02 16
- Personal Injury Protection (PIP) included at state minimum requirements

AUTOMOBILE PHYSICAL DAMAGE:

- Coverage for Symbols 8 and 10
- Deductibles for Vehicles
 - Under 20,000 GVW = \$1,000
 - 20,001 GVW and Over = \$2,000
- Auto Loan/Lease Gap Coverage provided under Policy Form CA 20 71 10 13
- Automatic Additional Insured and Loss Payee status to Lessor provided under Policy Form CA 20 01 10 13
- Automatic Waiver of Subrogation status provided under Policy Form CA T3 40 02 15

TRANSPORTATION:

- Coverage provided under the primary property policy at the limit shown above.

WORKERS' COMPENSATION:

- Automatic Waiver of Subrogation status provided under Policy Form WC 00 03 13(00) - 001

UMBRELLA LIABILITY:

- Policy is Follow Form to the General Liability, Automobile Liability and Workers Compensation policies shown on this certificate of insurance.

HOLDER SPECIFIC:

- Project: Any job awarded to the Named Insured
- Additional Insured in favor of City of Boynton Beach, its officers, agents, volunteers and employees as required by written contract and provided in the above noted policy forms attached herein..



MORSCO, Inc.

NAMED INSURED SCHEDULE

Name

MORSCO, Inc.
Morsco Supply, LLC
Morrison Supply Company, LLC
Express Pipe & Supply Co. LLC
FWC Supply, LLC
WS Supply, LLC
Patriot Supply Holdings, Inc.
Patriot Supply Intermediate, Inc.
Fortiline, LLC
Fortiline, Inc. d/b/a Fortiline Waterworks
MORSCO Properties, LLC
MORSCO HVAC Supply dba Busch Supply
Morrison Supply Company, LLC DBA Builders Discount Appliance Mart
Morrison Supply Company, LLC DBA American Supply
Morrison Supply Company, LLC DBA American Supply Company
Morrison Supply Company, LLC, Express Pipe & Supply Co., LLC and FWC Supply, LLC DBA Expressions Home Gallery
Morrison Supply Company, LLC and Express Pipe & Supply Co., LLC DBA Kiva Kitchen and Bath
Morrison Supply Company, LLC DBA Empire Plumbing Supply
Morrison Supply Company, LLC DBA EP Supply
Morrison Supply Company, LLC DBA Dixie Utility Supply
Morrison Supply Company, LLC DBA Western Wholesale Supply Co.
Morrison Supply Company, LLC DBA Murray Supply Company
Morrison Supply Company, LLC DBA DeVore & Johnson
WS Supply, LLC DBA Wholesale Specialities
FWC Supply, LLC DBA Farnsworth Wholesale Supply
Mainline Holding Company, LLC
Mainline Supply of Asheville, LLC
Mainline Supply of Atlanta, LLC
Mainline Supply of Charlotte, LLC
Mainline Supply of Greensboro, LLC
Mainline Supply of Greenville, LLC
Mainline Supply of Jonesboro, LLC
Mainline Supply of Florida, LLC
Mainline Supply of South Carolina, LLC
Mainline Holding Company, Profit Sharing
Mainly Supply Company, Inc. (old pipeline)
Eagle Underground Utility Supply, Inc.
Pipeline Sales, LLC
PSCI Acquisition Corporation
Pipeline Supply Company, LLC
MSC Waterworks LLC
MSC Waterworks Company Inc.
MSC Waterworks of Atlanta, LLC
DeVore & Johnson
Express Pipe & Supply
Expressions Home Gallery
Farnsworth Wholesale Supply
FWC Supply
Kiva Kitchen & Bath
Morrison Supply Company
Murray Supply Company
Wholesale Specialities
WS Supply
Todd Pipe Holdings, Inc.
LegendMRO, LLC

Name
Todd Pipe & Supply, LLC
MORSCO Supply, LLC d/b/a Reece Plumbing
MORSCO Supply, LLC d/b/a Reece HVAC
Fortline Inc., d/b/a Reece Waterworks
MORSCO Supply, LLC
MORSCO Supply, LLC d/b/a Expres Pipe & Supply Co.
MORSCO Properties OK, LLC



BIDDER'S QUALIFICATION STATEMENT
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:	<u>Check One</u>	
Name: <u>Fortiline, Inc. d/b/a Fortiline Waterworks</u>	Corporation	☒
Address: <u>5759 White Drive</u>	Partnership	☐
CITY, State, Zip: <u>Riviera Beach, Florida 33407</u>	Individual	☐
Telephone No.: <u>561-253-9886</u>	Other	☐
Fax No.: <u>561-253-9887</u>		
Email Address.: <u>jordan.mccall@fortiline.com / jeff.hobbs@fortiline.com</u> <u>dave.guthart@fortiline.com</u>		

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 Bidder is:
Fortiline, Inc. d/b/a Fortiline Waterworks

The address of the principal place of business is:
15850 Dallas Parkway, Suite 201
Dallas, Texas 75248

2. If Bidder is a corporation, answer the following:

- a. Date of Incorporation: 03/25/1986
- b. State of Incorporation: South Carolina
- c. President's name: Andrew Pacifico
- d. Vice President's name: Marty Nagel
- e. Secretary's name: Amanda Malburg
- f. Treasurer's name: Sherry Becken
- g. Name and address of Resident Agent: N/A

3. If Bidder is an individual or a partnership, answer the following:

- a. Date of organization: N/A
- b. Name, address and ownership units of all partners:

**THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER
FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE**

c. State whether general or limited partnership: N/A

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

N/A

6. How many years has your organization been in business under its present business name?

24

Under what other former names has your organization operated?

Pipeline Supply, Mainline Supply, MSC Waterworks

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

DUNS# 82-7658506

Sun Biz# F10000004477 (attached)

8. Did you attend the Pre-Bid Conference if any such conference was held?

YES ☐ NO ☒

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

No

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

Mitch Tyler - FL Sales Manager (20 yrs)

Jeff Hobbs - Municipal Sales

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11. State the name of the individual who will have personal supervision of the work:
Jeff Hobbs

12. State the name and address of attorney, if any, for the business of the Bidder:

Deryl Ward, Esquire

15850 Dallas Parkway, Suite 201, Dallas Texas 75248

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Bidder's business and indicate the percentage owned of each such business and/or individual:

N/A

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Bidder:

N/A

15. State the name of Surety Company which will be providing the bond (if applicable), and name and address of agent:

Surety Company: Atlantic Specialty Insurance Company

Agent: Cara D. Hancock

Arthur J. Gallagher Risk Management Services, Inc.

5312 - 114th Street, Lubbock TX 79424

**THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER
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16. Annual Average Revenue of the Bidder for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	5
b.	Non-Governmental Related Work	10
	Total Work (a +b):	\$50 million or greater

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

17. Bank References:

Bank	Address	Telephone
------	---------	-----------

Bank Of America		
-----------------	--	--

901 Main Street, Dallas Texas 75201		
-------------------------------------	--	--

Contact: Matthew Johnston (817-390-6812)		
--	--	--

18. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

Projects are closely monitored by the corresponding salesman and assisted by the branch members. Branch Operations Managers are in charge of budget control and work closely with salesmen on projects and scheduling.

19. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

Salesmen work together with Branch Managers to assure the customer is getting the materials required in a timely fashion to help the project run as smooth as possible.

**THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER
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20. Is the financial statement submitted with your bid (if applicable) for the identical organization named on page one?

YES ☒ NO ☐

21. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).

N/A, see attached.

22. What will be your turnaround time for written responses to City inquiries?

1-2 business days

23. 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 such petition.

We have never filed for bankruptcy.

24. 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 which the dispute arose, and a description of the subject matter of the dispute.

We have never had any claims, arbitrations, administrative hearings or lawsuits.

25. List and describe all criminal proceedings or hearings concerning business related offenses to which the Bidder, its principals or officers or predecessors' organization(s) were defendants.

We have never had any criminal proceedings or hearings concerning business related offense.

26. Has the Bidder, its principals, officers or predecessors' organization(s) been Convicted of a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

**THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER
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No.

The Bidder acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner 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 owner to reject the bid, and if after the award, to cancel and terminate the award and/or contract.

(Signed)

(Title) Assistant Corporate Secretary

Subscribed and sworn to before me

This 29th day of July, 2022



Notary Public (Signature)

My Commission Expires: March 20, 2026

**THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER
FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE**



**CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 287.135
TO BE COMPLETED AND UPLOADED ONLINE**

I, Gregory A. Velz, on behalf of Fortiline, Inc. d/b/a Fortiline Waterworks certify
Print Name and Title Company Name

that Fortiline, Inc. d/b/a Fortiline Waterworks 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:

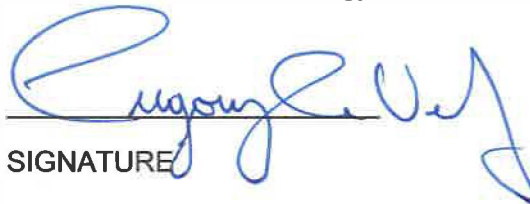
- 1) Contracting with companies for goods or services if at the time of bidding on, submitting a bid for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
- 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.

Fortiline, Inc. d/b/a Fortiline Waterworks

COMPANY NAME


SIGNATURE

Gregory A. Velz

PRINT NAME

Assistant Corporate Secretary

TITLE

CONFIRMATION OF MINORITY OWNED BUSINESS

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form with your bid proposal sheet making it an official part of your bid response.

Is your company a Minority Owned Business ? _____
Yes

✓

No

If Yes, please indicate by an "X" in the appropriate box:

- () AMERICAN INDIAN
- () ASIAN
- () BLACK
- () HISPANIC
- () WOMEN
- () OTHER _____ (specify)
- () NOT APPLICABLE

Do you possess a Certification qualifying your business as a Minority Owned Business?

YES _____ NO ☒

If YES, Name the Organization from which this certification was obtained and date:

N/A
Issuing Organization for Certification

N/A

Date of Certification

CONFIRMATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Vendor's Signature

**SECRETARY'S CERTIFICATE OF
FORTILINE, INC. d/b/a FORTILINE WATERWORKS**

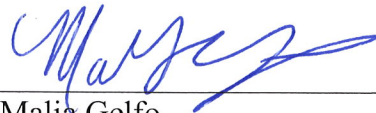
July 27, 2022

I, Malia Gelfo, the duly elected Assistant Corporate Secretary of the entity identified above ("Company"), DO HEREBY CERTIFY and AUTHORIZE:

1. Jordan McCall of Fortiline, Inc., d/b/a Fortiline Waterworks, located at 822 Mary's Park Place, Winter Garden, Florida, as authorized Agent and Signatory for Fortiline, Inc. for the City of Boynton Beach, Florida, Invitation To Bid (ITB) No. WH22-048: Annual Supply of Pipe Fittings and Accessories, for the acknowledgment and submitting/uploading the electronic bid only.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Secretary's Certificate as of the date first written above.

BY:



Malia Gelfo

Assistant Corporate Secretary of Fortiline, Inc.
as of the date set forth above



E-VERIFY FORM
TO BE COMPLETED AND UPLOADED ONLINE

Project Name: Annual Supply of Pipe Supplies and Accessories
Project No.: WH22-048

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 subvendors/subconsultants/subcontractors) 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:	Fortiline, Inc. d/b/a Fortiline Waterworks
Authorized Signature:	<i>[Signature]</i>
Print Name:	Gregory A. Velz
Title	Assistant Corporate Secretary
Date:	7/29/2022
Phone:	561-253-9886

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of July, 2022, by Greg Velz on behalf of Fortiline Waterworks. He/she is personally known to me or has produced _____ as identification.

[Signature]
NOTARY PUBLIC



(Name of Notary Typed, Printed or Stamped)

Title or Rank

Serial number, if any

**CITY OF BOYNTON BEACH
LOCAL BUSINESS STATUS CERTIFICATION**

I, Gregory A. Velz, the Assistant Corporate Secretary
(Name of officer of company) (Title of officer of company)

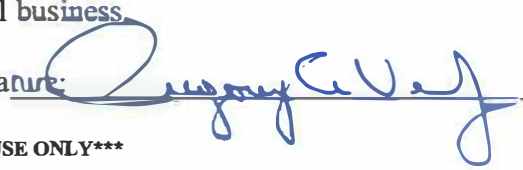
Fortiline, Inc., located at 7025 Northwind Dr. NW
(Name of Corporation/Company) (Business Address) Concord, NC 28027

certify that I am an authorized representative of the business and, on behalf of the
Business, request that it be deemed to be a local business for purposes of the City of
Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2
below will qualify the business as a local business. In support of this request, I certify the
following to be true and correct:

NAME OF BUSINESS: <u>Fortiline, Inc. d/b/a Fortiline Waterworks</u>			
1. Is the business located within the City limits of Boynton Beach, Florida?	<u>YES</u>	<u>NO</u> ✓	Number of Years: _____
2. Does the business have a business tax receipt issued in the current year? Palm Beach County Local Business Tax Receipt	<u>YES</u> ✓	<u>NO</u>	Business License Number: <u>201580311</u>
3. Is the business registered with the Florida Division of Corporations?	<u>YES</u> ✓	<u>NO</u>	<u>F10000004477</u>

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

Print Name: Gregory A. Velz

Signature: 

FOR PURCHASING USE ONLY

Business License Active: ☐

Year Established: ☐

Verified by: _____ Date: _____



NON COLLUSION AFFIDAVIT OF BIDDER
TO BE COMPLETED AND UPLOADED ONLINE

State of Florida)

County of Duval)

Gregory A. Velz, being first duly sworn, deposes and says that:

- 1) He is Assistant Corp. Secretary of Fortiline, Inc. d/b/a Fortiline Waterworks, the proposer that
 (Title) (Name of Corporation or Integrator)
 has submitted the attached ITB:
- 2) He is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;
- 3) Said ITB is genuine and is not a collusive or sham ITB;
- 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 ITB in connection with the Contract for which the attached ITB 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 ITB or of any other Bidder, or to fix any overhead, profit or cost element of the ITB price or the ITB price of any other Bidder, 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) Assistant Corporate Secretary

Subscribed and sworn to before me

This 20th day of July, 2022

 Notary Public (Signature)

My Commission Expires: March 20, 2026



PALM BEACH COUNTY INSPECTOR GENERAL

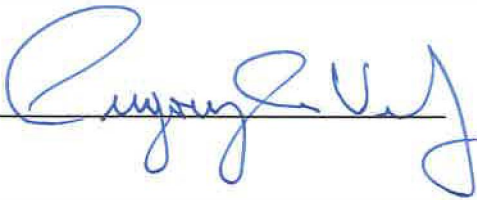
ACKNOWLEDGMENT

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 this contract, 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.

Fortiline, Inc. d/b/a Fortiline Waterworks

~~CONTRACTOR NAME~~ **DISTRIBUTOR**

By 

Title: Assistant Corporate Secretary

Date: 7/29/2022

WH22-048 - Annual Supply of Pipe Fittings and Accessories

Opening Date: July 6, 2022 1:00 PM

Closing Date: August 2, 2022 2:30 PM

Vendor Details

Company Name: Fortiline, Inc. d/b/a Fortiline Waterworks
Does your company conduct business under any other name? If yes, please state: North Carolina
Address: 7025 Northwinds Drive, NW
Concord, North Carolina 28027
Contact: Jordan McCall
Email: jordan.mccall@fortiline.com
Phone: 407-287-7777
Fax: 704-788-9800
HST#: 57-0819190

Submission Details

Created On: Monday August 01, 2022 09:36:56
Submitted On: Monday August 01, 2022 17:51:35
Submitted By: Jordan McCall
Email: jordan.mccall@fortiline.com
Transaction #: 3fb84400-657a-4717-9c9e-1bb5192b33cf
Submitter's IP Address: 35.141.4.156

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

Attachment B - Item 1

Item 1 is to determine the percentage discount or cost plus percentage offered on all materials from the manufacturers listed below that is offered by your company. **Either percentage discount or cost plus percentage is acceptable, both are not required.** Please state what the percentage discount or cost plus percentage is based on. If you do not offer any of the categories, please place a "0%" in the box.

***** You can submit multiple discounts with multiple item categories. It must be stated which discount goes with corresponding category. *****

Category	Discount Percentage Off *	Cost Plus Percentage *
Ductile Iron Pipe, Ductile Iron Fittings and Accessories	TYLER UNION DOMESTIC FBE FITTINGS 20% EBAA pipe restraints 35%	.
Saddles and Full Circle Clamps	Mueller saddles and cir clamps 42.000% JCM SADDLES AND FULL CIR REP CLAMPS 50.000% Cascade CR1-535-12 Wrap Around Repair Band 32.000% Romac DI BODY SADDLES 60% Romac SS FULL CIR REP CLAMPS 40%	.
Hydrants, Hydrant Parts and Accessories	Mueller hydrants 44.000% Mueller hydrant parts 77.000% Kennedy: Kennedy 2"-12" NRS RSGV 45.000% Kennedy 2" - 12" TAPPIG & Kennedy CUTIN RSGVTV 45.000% Kennedy 14" - 24" NRS RSGV 45.000% Kennedy 14"-24" OS&Y 16.000% Kennedy CHECK VALVES 4"-12" 506 CVAKF 15.000% Kennedy SWING CHCK 2"-12" CVA 58.000% Kennedy SWING CHK CVA 58.000% Kennedy CUSHION CHK VALVES CVA CUSHION 28.000% Kennedy INLINE CHCK VALVES 1306 28.000% Kennedy 4"-10" BUTTERFLY VALVE BFVA 10.000% Kennedy COLLISION REP KITS K81CRK&EXT 20.000% Kennedy 2-1/2" - 24" OS&Y 46.000% Kennedy 2-1/1" - 12" OS&Y 25OLB FLG 10.000% Kennedy 3"-24" NRS FLG X FLG 41.000% Kennedy 3" -24" NRS MJ OR OTHER 51.000% Kennedy SWING CHCK VALVES 1126/1126A 41.000% Kennedy WAFER CHK 806 4" - 8" 37.000% Kennedy GROOVED BFV 300# 01G 39.000% Kennedy WAFER BFV 300# 01W 30.000%	.
Gate Valves and Check Valves	Mueller 2-12 gate valves 39.000% Mueller 14-24 gate valves 42.000% Mueller 30-54 gate valves 32.000% Mueller 2-12 check valves 46.500% Mueller 14-24 check valves 46.500%	.
C900 Pipe, C900 Fittings and Ferncos	FERNCO CAT 1 AND 2 74.000% FERNCO CAT3L 70.000% FERNCO CAT3 37.000% FERNCO CAT4E 37.000%	.

Attachment B - Item 2

Items 2 will be used for evaluation purposes only and are not sole items to be ordered. The bidder shall complete all spaces to include the current price list for the item, the percentage discount or cost plus percentage offered from ITEM 1, and the final item price after the discount is applied. **Either percentage discount or cost plus percentage is acceptable, both are not required.** Please state what the percentage discount or cost plus percentage is based on.

Line Item	Description	Part Number *	Current Price *	Discount % from Item 1 *	Cost Plus Percentage from Item *	Final Item Price *
1	6" DIP x 4" DIP Fernco	.	\$64.5800	74%	.	\$16.7900
2	4" Kennedy Check Valve with Lever	.	\$2,590.0000	59%	.	\$1,061.9000
3	6" MJ Ductile Iron Elbow / Epoxy Lined and Epoxy Coated	.	\$0.0000	0%	no bid	\$0.0000
4	4" x 15" Full Circle Clamp / Range 4.95 - 5.35	.	\$0.0000	0%	no bid	\$0.0000
5	54" Bury Hydrant / Red / 5 1/4" MAIN SEAT VALVE / (2) 2 1/2" PORTS (1) 4 1/2" PORT / MECHANICAL JOINT	.	\$0.0000	0%	no bid	\$0.0000

Attachment B - Item 3

Additional discount(s) or cost plus percentage for all brands, manufacturers, categories offered by your company. This discount or cost plus percentage will be used to purchase any product offered by your company that is not listed on Attachment B - Item 1.

***** You can submit multiple discounts with multiple manufacturers/categories. It must be stated which discount goes with corresponding manufacturer/category. *****

Instructions	Discount Percentage Off *	Cost Plus Percentage *
Additional discount(s) or cost plus percentage for all brands, manufacturers, categories offered by your company. This discount or cost plus percentage will be used to purchase any product offered by your company that is not listed on Attachment B - Item 1. ***** You can submit multiple discounts with multiple manufacturers/categories. It must be stated which discount goes with corresponding manufacturer/category. *****	ARI 17.000% Endot HDPE 35.000% DFW GRADE C BOXES AND LIDS 26% Trumbull industries 38% NDS METER BOXES AND LIDS 60.000% NDS CHECK VALVES 40.000% NDS TRUE UNION BALL VALVES 40.000% NDS COMPRESSION FITTINGS 45.000% NDS GATE VALVES 40.000% Raven meter boxes Sigma and iron and polymer lids 35%	.

After hours contact and warehouse location

Contact information in the event of an after hours emergency where supplies are needed. Such as a water main break.

Line Item	Description	Information *
1	Contact Name	Jeff Hobbs
2	Contact Phone	561-365-6451
3	Email to place orders	jeff.hobbs@fortiline.com
4	Location of Warehouse (Must be located in Miami-Dade, Broward, Palm Beach, Martin or St. Lucie County)	6759 White Dr Riviera Beach, FL 33407

Specifications

☐ We will not be submitting for Specifications

Number	New Column
1	All Bid prices are F.O.B. Boynton Beach, Warehouse, 222 N.E. 9TH Avenue, Boynton Beach, Florida – AND/OR – Warehouse 2, located at 124 E. Woolbright Road, Boynton Beach, Florida.
2	Bidder should state the model numbers of all items and accessories specified in this proposal.
3	Bidder must be able to guarantee all deliveries, through out the duration of the Bid. All orders must be delivered within 15 days from date of the purchase order. Back orders exceeding the 15 day period are subject to cancellation. Exceptions will be made based on market conditions.
4	Any quantities indicated in the proposal represent approximate needs for the one (1) year period. There is no guarantee made or implied that the City will fulfill such purchases.
5	Award is anticipated to be on a primary, secondary, third and possibly fourth basis.
6	Bidder agrees that all items proposed are DOMESTIC manufactured.
7	Bidder agrees that the percent discount or cost plus percentage submitted applies to the Commodity Bid – Pipe Fittings and Accessories. In this instance, Pipe Fittings and Accessories encompass any and all similar and like items as individually listed.
8	The City reserves the right to purchase on the open market should lower market prices prevail at which time the successful bidder shall have the option of meeting the lower price or relieving the City of any obligation previously understood
9	Bidder agrees that all items proposed in this bid are domestically made.
10	Bidder agrees that all pipe fittings and accessories listed on the proposal form must be of domestic manufacturer and meet all criteria set forth by the A.W.W.A., A.S.T.M. and the trade industry.
11	Bidder agrees to designate personnel for after hour emergencies. The personnel must be available 24 hours per day / 7 days per week throughout the duration of this contract.
12	Bidder attest that it has a warehouse located in Miami-Dade, Broward, Palm Beach, Martin or St. Lucie Counties. Bidder acknowledges and understands that The City will only accept bids with vendors that have a warehouse located in these areas.

References

Line Item	Company *	Name *	Email *
1	Village of Wellington	Alan Friedman	afriedman@wellingtonfl.gov
2	City of Melbourne	Nic Coster	Nicholas.coster@mlbfl.org
3	City of Margate	Mike Bush	mbush@margatefl.org

Documents

Ensure your submission document(s) conforms to the following:

Documents should NOT have a security password, as City of Boynton Beach may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by City of Boynton Beach.

If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- [Bidder Qualification Statement](#) - 22-048 EXECUTED - BIDDER QUALIFICATION STATEMENT.pdf - Monday August 01, 2022 17:49:15
- [Anti-Kickback Affidavit](#) - 22-048 EXECUTED - ANTICKICKBACK AFFIDAVIT.pdf - Monday August 01, 2022 17:49:21
- [Non-collusion Affidavit of Bidder](#) - 22-048 EXECUTED - NON COLLUSION AFFIDAVIT.pdf - Monday August 01, 2022 17:49:28
- [Certification Pursuant to Florida Statute § 287.135](#) - 22-048 EXECUTED - CERTIFICATION PURSUANT TO FLORIDA.pdf - Monday August 01, 2022 17:49:37
- [Confirmation of Drug-Free Workplace](#) - 22-048 EXECUTED - DRUG FREE WORKPLACE.pdf - Monday August 01, 2022 17:50:01
- [Confirmation of Minority Owned Business](#) - 22-048 EXECUTED - CONFIRMATION OF MINORITY OWNED BUSINESS.pdf - Monday August 01, 2022 17:50:11
- [E-Verify](#) - 22-048 EXECUTED - E-Verify.pdf - Monday August 01, 2022 17:50:21
- [Bidder Acknowledgement](#) - 22-048 EXECUTED - BIDDER ACKNOWLEDGEMENT & COI.pdf - Monday August 01, 2022 17:50:33
- [Local Business](#) - 22-048 EXECUTED - LOCAL BUSINESS CERTIFICATION.pdf - Monday August 01, 2022 17:50:41
- [Palm Beach County Inspector General](#) - 22-048 EXECUTED - PALM BEACH COUNTY INSPECTOR GENERAL.pdf - Monday August 01, 2022 17:50:48

Addenda & Declarations

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.
2. This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.
4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or One Hundred Twenty (120) Calendar Days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.
5. I/WE acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.
6. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

Palm Beach County Inspector General Acknowledgement

The Consultant 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 this Consultant Agreement, and in furtherance thereof may demand and obtain records and testimony from the Consultant and its sub-consultants and lower tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its subconsultants or lower tier sub-consultants 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.

Confirmation of Drug Free Workplace

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie submittals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under submittal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under submittal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or- plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

☒ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Jordan McCall, Regional Bid Coordinator, Fortiline, Inc. d/b/a Fortiline Waterworks

The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

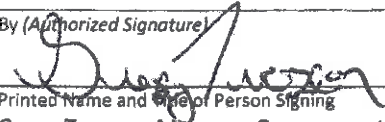
Meeting Date		
Tuesday, December 13, 2022		
Agenda Item Name		
Piggyback NASPO Contract		
Requested Action		
Requesting approval for piggyback contract number MA19102 from NASPO piggyback contract with Bridgestone America Tire Operation, LLC to provide tires, tubes, and services.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. At the request of the Public Services Department, the Procurement Services Department sought a contract from NASPO number MA19102, to provide tires, tubes, and services. The NASPO contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Services Policy. The award includes an initial five (5) year agreement. Based on this, staff recommends that Council approve to piggyback the NASPO contract number 19102. This contract will provide tires, tubes, and services. The estimated annual amount of this contract is \$75,000.00 The use of piggyback contracts is allowed under the Purchasing Policy Section E.9 and is a procurement best practice that takes advantage of competitive pricing from a contract formerly bid by another government agency. The Procurement Services Department has determined that the use of piggyback contracts is advantageous and in the best interest of the City to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract must be utilized. Purchases associated with piggyback contracts are budgeted by each department. The estimated annual usage does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
Funding will be determined on a project by project basis and funded by the respective departments. There is adequate funding for these services in the current approved budget. The object code for these purchases in all departments is 55202.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Bridgestone MA19102 Executed Agreement	Bridgestone MA19102 Executed Agreement.pdf	
2. Bridgestone Amendment 1 MA19102 - 1-25-2019	Bridgestone Amendment 1 MA19102 - 1-25-2019.pdf	
3. Tires, Tubes & Svcs-Bridgestone-FL-2019-2024-PA-Executed	Tires, Tubes & Svcs-Bridgestone-FL-2019-2024-PA-Executed.pdf	

Iowa Department of Administrative Services
Contracts Declaration & Execution Page

Title of Contract: Tires, Tubes and Services – NASPO ValuePoint		Bid Proposal Number RFP1118005083	Contract Number 19102
This Agreement is entered into between the State of Iowa (by and through its agency, the Department of Administrative Services) and the Contractor named below:			
State Agency's Name: Iowa Department of Administrative Services – Central Procurement Bureau			
Contractor's Name: Bridgestone Americas Tire Operations, LLC			
Contract to Begin: April 1, 2019	Date of Expiration: March 31, 2024	Annual Extensions: None	
The parties agree to comply with the terms and conditions and attachments which are by this reference made a part of the Agreement:			
Section 1 – Terms & Conditions			Page 2
Section 2 – Scope of Work.....			Page 24
Section 3 – Pricing.....			Page 31
Section 4 – Contacts			Page 34

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto:

Contractor: Bridgestone Americas Tire Operations, LLC

By (Authorized Signature) 	Date Signed 12/10/18
Printed Name and Title of Person Signing Gregg Trosper, Manager Government Utility and Military Sales	
Address 200 4 th Avenue South, Nashville, TN 37201	

State of Iowa: Department of Administrative Services – Central Procurement Bureau

By (Authorized Signature) 	Date Signed 12/14/18
Printed Name and Title of Person Signing Allen Meyer, COO	
Address 1305 E. Walnut Street, Hoover Building, Floor 3, Des Moines, IA 50319	

SECTION 1
NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

- a. Any Order placed under this Master Agreement shall consist of the following documents:
- (1) A Participating Entity's Participating Addendum ("PA");
 - (2) NASPO ValuePoint Master Agreement Terms & Conditions;
 - (3) A Purchase Order issued against the Master Agreement;
 - (4) The Specifications or Scope of Work;
 - (5) The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 - (6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

Affiliated Dealers means dealers providing Products under this Master Agreement that are owned and operated by Contractor.

Approved Distributor means an authorized manufacturer's dealer, including both Affiliated Dealers and Independent Dealers, who has agreed to the terms and conditions of the NASPO ValuePoint Master Agreement.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Independent Dealer means an independent dealer not owned and operated by Contractor that is authorized in accordance with Section 2.3 (Approved Distributor List) of Section 2 (Scope of Work) to provide Products under this Master Agreement.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposal is not required to participate through execution of a Participating Addendum.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase. Purchasing Entities shall have the rights extended to "User Entities" under the RFP.

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

- a. The term of this Master Agreement is for five (5) years. This Master Agreement has no renewal periods.
- b. The Master Agreement may be extended for a reasonable period of time, not to exceed six months, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of

the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

5. Participants and Scope

- a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.
- b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.
- d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

- e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarket Center; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.
- f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- g. Resale. "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. Administrative Fees

- a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.
- b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

- a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at: <http://calculator.naspovaluepoint.org>. All sales of product made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).
- b. **Detailed Sales Data.** Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is shown in **Attachment 7**.
- c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.
- d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.
- e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

- a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.
- b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the Participating State. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the Participating State.
- c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.
- d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.
- e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint. Lead State acknowledges that Contractor or its affiliates' logos may not be used by Lead State, NASPO ValuePoint or any Participating State for any purpose without written permission from the Contractor.
- f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to section 28, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to section 28 or to terminate for default pursuant to section 30.
- g. Contractor agrees, within 30 days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

9. NASPO ValuePoint eMarket Center

- a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog

hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

- b. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractor's website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.
- c. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.
- d. If a catalog-hosted on or integration of a punchout site with eMarket Center is proposed by a Contractor and accepted by the Lead State, the provisions of the eMarket Center Appendix to these NASPO ValuePoint Master Agreement Terms and Conditions apply.

10. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial one-year period of the Master Agreement. Following the initial one-year period of the Master Agreement, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least sixty (60) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

12. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

13. Ordering

- a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- b. Purchasing Entities may define entity or project-specific requirements and informally complete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.
- c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
- f. All Orders pursuant to this Master Agreement, at a minimum, shall include:
 - (1) The services or supplies being delivered;
 - (2) The place and requested time of delivery;
 - (3) A billing address;
 - (4) The name, phone number, and address of the Purchasing Entity representative;
 - (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
 - (6) A ceiling amount of the order for services being ordered; and
 - (7) The Master Agreement identifier.
- g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise

inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

14. Shipping and Delivery

- a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. In accordance with section 5.1.4 of the RFP, orders to different agencies of a Purchasing Entity shall be shipped with no additional fees or freight charges added. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.
- b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.
- c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

15. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

16. Inspection and Acceptance

- a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.
- b. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the

Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

- c. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.
- d. The warranty period shall begin upon Acceptance.

17. Payment

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later.

After 30 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

18. Warranty

Products manufactured by Contractor and supplied to a Purchasing Entity hereunder shall be warranted in accordance with Contractor's Standard Limited Warranties. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, CONTRACTOR MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED WITH RESPECT TO ANY PRODUCT, AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES FOR MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR ANY PARTICULAR PURPOSE. Any tire which fails the Contractor's Standard Limited Warranties must either be satisfactorily repaired by the Contractor or replaced with a new tire, charging only for the mileage used based on the tread depth, or as agreed upon by the Purchasing Entity. Allowances and replacement charges shall be based upon the Master Agreement tire price.

The Contractor shall pay all transportation costs on both the defective tire(s) and replacement tire(s). The Contractor shall provide a one (1) year warranty on all tubes and parts beginning on the date of installation, to repair and/or replace as necessary, as determined by the Using Entity, AT NO COST TO THE PURCHASING ENTITY. If such items are not normally warranted for one year, maintenance to supply the equivalent of a one (1) year warranty must be included in the cost. Shipping cost for returned tubes and parts warranty service SHALL BE PAID BY THE CONTRACTOR.

19. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with

the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

20. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

General Provisions

21. Insurance

- a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

Unless otherwise agreed in a Participating Addendum, an exception to the requirement to buy and maintain the required insurance is allowed when Contractor is one hundred (100%) percent self-insured. In this case, Contractor may self-insure all of its obligations under this Contract provided that such program of self-insurance is in compliance with the laws of the Participating State(s) in which Contractor conducts business. Regardless of whether the insurance is through a third party insurer or self-insurance, the certificate of insurance will show the minimum dollar amount per occurrence and policy maximum per 21.b.(1) below.

- b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:
 - (1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
 - (2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice of cancellation in accordance with the Contractor's policy provisions to a Participating Entity who is a state after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur. No expiration, cancellation, or nonrenewal shall have effect unless the named Participating Entity has been given at least thirty (30) days' written notice.

- d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence mutually acceptable to the Contractor and the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's general liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary; provided that Contractor's general liability insurance shall be primary only to the extent Contractor is required to indemnify the Lead State or the Participating States under Section 33 of this Master Agreement.

Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

- e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

22. Records Administration and Audit

- a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder. Any access to books, records, documents and other evidence pursuant to this Section 22(a) shall be upon reasonable advanced notice, during normal business hours unless mutually agreed otherwise.
- b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

- c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

23. Confidentiality, Non-Disclosure, and Injunctive Relief

- a. **Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

If Contractor is requested by a court or governmental agency with competent jurisdiction to disclose any Confidential Information, Contractor will, to the extent legally permissible, promptly notify the applicable Purchasing Entity so that such Purchasing Entity may, in its sole discretion and at its own expense, seek a protective order, other appropriate remedy or to narrow the scope of the required disclosure. Contractor will reasonably cooperate with the applicable Purchasing Entity in seeking any such protections.

- b. **Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement,

and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

- c. **Injunctive Relief.** Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
- d. **Purchasing Entity Law.** These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
- e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to section 23. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

24. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Assignment/Subcontracts

- a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.
- b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint and other third parties.
- c. Notwithstanding the foregoing, nothing herein shall prohibit the supply of products or services pursuant to this Master Agreement by Contractor's Approved Distributors.

26. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

27. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

28. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

29. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

30. Defaults and Remedies

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
 - (1) Nonperformance of contractual requirements; or
 - (2) A material breach of any term or condition of this Master Agreement; or
 - (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
 - (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - (5) Any default specified in another section of this Master Agreement.
- b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

- c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:
 - (1) Exercise any remedy provided by law; and
 - (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
 - (3) Suspend Contractor from being able to respond to future bid solicitations; and
 - (4) Suspend Contractor's performance; and
 - (5) Withhold payment until the default is remedied.
- d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

31. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

32. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

33. Indemnification

For the avoidance of doubt and notwithstanding anything to the contrary herein, all parties to this Master Agreement or a Participating Addendum acknowledge that: (i) Contractor is providing the Products through its Affiliated Dealers and certain Independent Dealers; (ii) Contractor is responsible to the Lead State and the Participating States for the wrongful acts,

negligence, and other liabilities of its Affiliated Dealers; and (iii) all Independent Dealers shall be directly and fully responsible (without any liability to, or contribution from, Contractor or its employees or the Affiliated Dealers) to the Lead State and the Participating States for any wrongful acts, negligence, other liabilities, insurance requirements, and warranties directly related to the Products they provide under this Master Agreement.

- a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees, or its Affiliated Dealers, relating to the performance under the Master Agreement. Notwithstanding any other provision of this Master Agreement to the contrary, except for losses caused by Contractor, its employees, or its Affiliated Dealers gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final, non-appealable order), in no event shall Contractor, its employees, or its Affiliated Dealers be liable for any loss of actual or anticipated profits, loss of anticipated business, downtime costs or delay claims (whether direct or indirect), nor for any other special, indirect, incidental, or consequential damages arising out of, relating to, or in any way connection with this Master Agreement or the provision of Products hereunder, whether based in warranty, contract, tort, negligence, strict liability, or otherwise.
- b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.
 - (1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
 - (a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - (b) specified by the Contractor to work with the Product; or
 - (c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - (d) It would be reasonably expected to use the Product in combination with such product, system or method.
 - (2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its

obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

34. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

35. Governing Law and Venue

- a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.
- b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
- c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named

party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

36. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

37. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

38. Leasing or Alternative Financing Methods

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

39. Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by a reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the Contract Declarations & Execution Page(s) at the address specified on the forms. Each such notice shall be deemed to have been provided:

39.1 At the time it is actually received; or,

39.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

eMarket Center Appendix

- a. This Appendix applies whenever a catalog hosted by or integration of a punchout site with eMarket Center is required by the solicitation or either solution is proposed by a Contractor and accepted by the Lead State.

- b. **Supplier's Interface with the eMarket Center.** There is no cost charged by JAGGAER to the Contractor for loading a hosted catalog or integrating a punchout site.
- c. At a minimum, the Contractor agrees to the following:
- (1) **Implementation Timeline:** NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and JAGGAER to set up an enablement schedule, at which time JAGGAER's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.
 - (2) NASPO ValuePoint and JAGGAER will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).**
 - (a) **Hosted Catalog.** By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to JAGGAER, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data 60 days prior to the Contract renewal date to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.
 - (b) **Punch-Out Catalog.** By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update annually to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.
- d. **Revising Pricing and Product Offerings:** Any revisions to product/service offerings (new products, altered SKUs, new pricing etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per year. The following conditions apply with respect to hosted catalogs:
- (1) Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the 1st day of the following month (i.e. file received on 3/01/20 would be effective in the eMarket Center on 4/01/20). Files received after the 1st of the month

may be delayed up to a month (i.e. file received on 3/15/20 would be effect in the eMarket Center on 5/01/20).

- (2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.
- e. **Supplier Network Requirements:** Contractor shall join the JAGGAER Supplier Network (SQSN) and shall use JAGGAER's Supplier Portal to import the Contractor's catalog and pricing, into the JAGGAER system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the JAGGAER Supplier Network Services team at 800-233-1121.
- f. **Minimum Requirements:** Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:
 - (1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and
 - (2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract; and
 - (3) The Catalog must include a Lead State contract identification number; and
 - (4) The Catalog must include detailed product line item descriptions; and
 - (5) The Catalog must include pictures when possible; and
 - (6) The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.
- g. **Order Acceptance Requirements:** Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.
- h. **UNSPSC Requirements:** Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by JAGGAER for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity.

- i. **Applicability:** Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.
- j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.
- k. Several NASPO ValuePoint Participating Entities currently maintain separate JAGGAER eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate JAGGAER catalogs.

SECTION 2

Scope of Work

The scope of this Contract includes specific full lines of tires and tubes as covered in the Manufacturer's Price List (MPL) and related services in the following subcategories:

2.1. Tires and Tubes Subcategories

- 2.1.1.** Pursuit and Performance Tires
- 2.1.2.** Automobile/Passenger Vehicles
- 2.1.3.** Light Duty Trucks: Radial and Bias
- 2.1.4.** Medium Commercial/Heavy Duty Trucks /Buses
- 2.1.5.** Off-the Road OTR: Radial and Bias

2.2. Product and Service Specifications

2.2.1. General Tire Specifications

All tires will be of quality not less than the tires normally furnished in representative quantities by Original Equipment Manufacturers (OEM) as original equipment for automobiles, trucks, tractors, buses, backhoes, loaders, motor graders, and other heavy equipment. Tires supplied must be marked with Federal Department of Transportation (DOT) compliance symbol. Tires shall conform to all applicable Federal Specifications.

All tires, with the exception of tires which are not manufactured annually, must be NEW and must have been produced or manufactured within the last one (1) year prior to delivery to the Purchasing Entity. Tires which are not manufactured annually, such as low volume tires, will be accepted when produced or manufactured within the last two (2) years prior to delivery to the Purchasing Entity.

Should an Authorized Distributor deliver a tire(s) with a manufacturing date exceeding the one year limit, excluding low volume tires which are not manufactured annually, the Authorized Distributor will pick up the expired tire(s) and replace them with tire(s) that meet the manufacturing date requirement for no additional fee to the Purchasing Entity.

All tires must have the size (including load range), manufacturer's name and DOT number, serial number and indication of body material molded in side-wall at time of cure. The application of any of the above by any other means such as branding, application of decals, etc. will not be acceptable.

Tires offered must have been tested to meet or exceed ASTM (American Society of Testing and Materials) Standard F1922 for highway tires, F1923 for Off Road/Low Speed tires, and meet operational performance levels and marking requirements of Federal Standards FMVSS 109 for new pneumatic passenger tires, FMVSS 139 for new pneumatic radial tires for light vehicles, and FMVSS 119 for new pneumatic non-passenger Multi-Passenger Vehicles (MPVs), trucks, buses, and trailers.

2.2.1.1. Pursuit and Performance Tires

Pursuit and Performance Tires include tires for police and other pursuit vehicles and for other high-speed, performance vehicles. This subcategory

includes any tire that is V, W, Y, or ZR rated or above. A V rating is the minimum speed rating for tires in this subcategory.

Tires must be new, standard production tires expressly designed and certified by manufacturer for high speed operation and must exhibit exceptional safety, stability, handling and stopping characteristics. Tires must be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles. Contractor shall maintain evidence/certifications that such tires meet all laboratory test and size requirements of Federal Standards MVSS 139.

2.2.1.2. Automobile/Passenger Vehicles

These tires include common passenger car tires and are designated with a "P" at the beginning of the tire size. Common applications for these types of tires would be passenger cars and mini vans. The European Tire and Rim Technical Organization (ETRTO) equivalent is an acceptable substitute for the P-metric. Tires must be of quality equal to or superior in every respect to those normally furnished as original equipment in the OEM automotive industry.

2.2.1.3. Light Duty Trucks Radial and Bias

These tires can usually be identified by the letters "LT" at the beginning of the tire size. Common applications for these types of tires would be pickup trucks, sport utility vehicles, full size vans and some trailers.

2.2.1.4. Medium Commercial/Heavy Duty Trucks /Buses

These tires do not have a letter at the beginning of the tire size. Common applications for these types of tires would be medium and heavy trucks, buses, semi-trucks, cargo vans and trailer tires. Tires in this subcategory generally have a diameter that is equal to or greater than twenty (20) inches. Commercial tires with 16, 17.5 and 19.5 inch rims are included in the medium truck tire category.

2.2.1.5. Off-the-Road OTR and Low Speed Off Highway Tires (Radial and Bias)

Common applications are heavy construction equipment such as wheel loaders, backhoes, graders, and trenchers.

2.2.2. Low Roll Resistance Tires

Contractor will provide certified (e.g., SAE J1269 and SAE J2452), low rolling resistance tires and identify them as low roll resistance tires in their MPL. Contractor is to also offer the fuel economy rating of the low roll resistance tires offered; e.g. miles per gallon fuel efficiency increase or percentage of fuel economy increase.

2.2.3. Tubes

All inner tubes must be standard production first line, heavy duty butyl tubes or natural rubber of fresh stock. All tubes must be of quality not less than the tubes normally furnished in representative quantities by OEM as original equipment for automobiles, trucks, tractors, buses, backhoes, loaders, motor graders, and other heavy equipment.

Tubes must conform to all applicable federal specifications. *All tubes must be NEW and must have been produced or manufactured within the last one (1) year prior to installation or delivery to the Purchasing Entity.*

2.2.4. Detailed Services Specifications

Contractor pricing for each of the services listed below, which may be performed by their Approved Distributors, includes all parts and labor. Approved Distributors must honor the services pricing in this Contract.

NASPO ValuePoint Participating States may elect to use these services listed below at their discretion.

Product installation and repairs, such as mounting, rotation, and balancing, must be in accordance with manufacturer's recommended procedures of warranted new virgin-product tires for each product subcategory. This Contract covers the following tire services. Service pricing is shown in Section 5 of this Contract.

2.2.4.1. Tire Installation with purchase in store includes dismount of used tires and tubes.

2.2.4.2. Change tire, dismount and mount

2.2.4.3. Flat repair, remove, repair and mount

2.2.4.4. Flat repair, off vehicle

2.2.4.5. Rotate mounted tires (per tire)

2.2.4.6. New valve stem rubber or metal

2.2.4.7. Wheel balance - computer spin balance (per tire)

2.2.4.8. Wheel balance – computer spin balance and valve stem combination

2.2.4.9. Alignment Services - Standard two and four wheel alignments

2.2.4.10. Used tire recycle and disposal fee (per tire)

Some NASPO ValuePoint Participating States have statutes that only allow up to a specific fee to be charged. The Participating States with statute regulated fee caps will only pay the statute price.

For Participating States which do not have a statute regulating the disposal fee, the maximum fees which can be charged for tire disposal are as follows:

\$2.50/Tire Passenger Car Tire

\$5.00/Tire Truck Tire

These maximum fees can be adjusted during the life of the Contract to meet current market trends.

2.2.4.11. Bulk Disposal of Tires

This is considered an additional chargeable service. Contractor, when requested by a Purchasing Entity, will place trailers on-site for the disposal of scrap tires. Contractor must, on a will-call basis, within five (5) days'

notification from requesting Purchasing Entity, remove and replace full trailers with empty trailers. Trailer capacity shall be a minimum of six (6) tons of scrap tires. Contractor shall dispose of scrap tires that are removed in Contractor-provided trailers at an approved waste tire recovery area, or other approved disposal methods. Contractor must invoice for disposal of scrap tires at the price negotiated between parties. Contractor shall submit with invoice, documentation of scrap tire disposal weight from a disposal site, if this is the method of disposal utilized by the Contractor. Contractor may return scrap tires mounted to wheels to Purchasing Entity if dismounting is required. With prior approval from the designated Purchasing Entity Contract representative, Contractor may dismount scrap tires from wheels and invoice at the price negotiated between parties for such service. Contractor must return wheels to the Purchasing Entity for disposition unless instructed otherwise by the Purchasing Entity.

2.2.4.12. Tire pressure monitoring system (TPMS)

When new tires are mounted on a vehicle with a TPMS system, the TPMS system will be reinstalled with a new washer, valve, and valve cap (TPMS service kit).

This Contract is not meant for purposes of general vehicle maintenance and repair services. Alignment service pricing should include all minor parts such as alignment shims and alignment cam bolts. However, the alignment shims and alignment cam bolts can be invoiced as a separate line item if not included in the price of the alignment.

Parts needed to repair a vehicle in order to obtain proper alignment such as tie rod ends/sleeves, ball joints, bushings, sway bar links, center links, idler arms/pitman arms, rack and pinion units, shock absorbers, struts/cartridges and coil springs are not authorized under this Contract.

2.3. Approved Distributors List

Contractor will provide a list of its Approved Distributors for each Participating State for this Contract. The Approved Distributor list will, at a minimum, provide the following approved distributor information:

- Approved Distributor's Business Name
- Street Address, City, State, Zip Code
- Phone Number
- Fax Number
- Contact Name
- Contact Email Address
- Tire Categories Sold (Passenger, Lt. Truck, Med. Truck, Off Road, etc.)
- Delivery Service Provider (Y or N)
- Delivery Rates
- Delivery Terms

Other reporting fields may be required by Participating States in their respective participating addendums.

The Approved Distributor list will be updated within fifteen (15) calendar days of Contractor's knowledge of a change regarding an Approved Distributor's ownership, business closing, new participation in Contract, delivery service rate or terms, and contact information. Each Independent Dealer will also sign a form dealer agreement reasonably acceptable to the Participating State. Contractor will be responsible for the Independent Dealer signing the form dealer agreement.

2.4. Customer Service

2.4.1. The Contractor will provide a dedicated customer service representative(s) for the Contract. The representative will be available to acknowledge all Purchasing Entities inquiries within one business day. The representative's responsibilities include, but are not limited to, the following:

- 2.3.1.1** Respond and resolve Participating States' questions and/or complaints about the products and services being provided through the successful Contractor's Approved Distributors network. The customer service representative should acknowledge receipt of Participating States' inquiries within one business day.
- 2.3.1.2** Contact Approved Distributors who are not complying with the NASPO ValuePoint Contract and Participating State's terms and conditions directly or through the Contractor's standard channels. Coordinate the education of the Approved Distributor on its Contract responsibilities.
- 2.3.1.3** Contact the Lead State Contract Administrator concerning any unresolved issues concerning all Participating States and work with the Lead State Contract Administrator to resolve these issues. Issues which have not been resolved within thirty (30) days shall be escalated up to the Lead State Contract Administrator.
- 2.3.1.4** Participate in annual meetings with Lead State Contract Administrator to discuss customer service related issues and contract performance.
- 2.3.1.5** Participate in quarterly conference calls with Lead State Contract Administrator to review any current contract issues with Participating States.
- 2.3.1.6** Lead contact for sales reporting and remittance of management fees.
- 2.3.1.7** Main point of contact regardless of the question or issue. If customer service representative cannot answer a question or resolve an issue without additional help, they should contact the necessary staff and obtain the answer or resolve the issue and then contact the Purchasing Entity with the final answer or resolution.

2.5. Website

The Contractor will provide a dedicated website complete with each Participating State's participating addendum, tire/tube price list, Approved Distributor list, ordering information and

other information as needed for all products included in this Contract. The dedicated website will be accessible by Purchasing Entities by internet link and be functional for the duration of the Contract. A link to the dedicated website will be posted on the State of Iowa's Contract website and be available for review by Purchasing Entities and the general public. The general public may view the pricing but only qualified public entities would participate in the contracted services and goods.

Pricing and the Approved Distributor list for each Participating State should be available to view within two clicks from the main website window. The Contractor must keep the information on the dedicated website current. Current is considered to be no later than fifteen (15) calendar days from the date Contractor has knowledge of the change. Websites may be linked to the Contractor's main public website.

Contractor will provide a "live" website no later than 60 days from the date of Contract execution. On March 31, 2019, the website will contain the aforementioned information for Participating States who have submitted their participating addendum by February 15, 2019. After April 1, 2019, the uploading of a Participating State's information to the website must be completed within fifteen (15) days of execution of the participating addendum.

Contractor is not required to provide online payment and ordering on its dedicated website.

2.6. Recruiting and Education of Approved Distributors

The Contractor will continue recruiting dealers to become Approved Distributors for Participating States for the duration of the Contract. The Contractor is responsible for providing sufficient coverage in each Participating State by ensuring that its authorized dealers are aware of this Contract and understand how to become an Approved Distributor.

The Contractor will provide continued outreach with regards to the training of Approved Distributors on the requirements of the Master Agreement. The Contractor is responsible for an Approved Distributor's understanding of the tire discounts, service rates, and billing procedures for their respective Participating State upon execution of a Dealer Agreement.

2.7. Shipping and Delivery

All deliveries will be F.O.B. destination. Delivery rates and terms shall be established upon execution of the Contract. Orders to different agencies/departments of a Purchasing Entity shall be shipped according to the delivery rates and terms established in this Contract. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

2.8. Tax Exemption

Sales tax is dynamic and the Contractor must comply with each Participating State's requirements. If Contractor's Approved Distributors cannot invoice the correct tax based upon the location (e.g., delivery location rather than Approved Distributor location) required by a

Participating State, Contractor must disclose that to the Participating State prior to execution of a Participating Addendum with that State.

2.9. Multiple Accounts within a Purchasing Entity

Purchasing Entities may have different agencies, departments or divisions utilizing the goods and/or services provided by the Contractor. The Contractor will maintain the ability to process multiple individual accounts and unique users within a Purchasing Entity for the duration of the Contract.

2.10. Payment Types

The Contractor must accept mailed and electronic payments/P-Cards and cannot charge additional transaction fees under this Master Agreement.

2.11. High Volume Product

Participating States may negotiate with Contractor for more favorable tire/tube discounts for their respective high volume products. Contractor will provide a copy of each Participating State's discounts and pricing on the website when they are different from the standard discounts and pricing of this Contract.

2.12. NASPO ValuePoint Administrative Fee and Reporting Requirements

The Contractor agrees to pay a NASPO ValuePoint administrative fee as specified in Section 6 of the NASPO ValuePoint Master Agreement Terms and Conditions. Contractor also agrees to provide the specific summary and detailed usage reporting requirements as prescribed by Section 7 of the NASPO ValuePoint Master Agreement Terms and Conditions.

SECTION 3 Pricing

3.1 Tires and Tubes Percentage Discounts by Subcategory

Tire and Tube pricing includes all anticipated charges, including but not limited to, freight to dealer locations, cost of product and services, transaction fees, overhead, profits, and other costs or expenses incidental to the Contractor's performance. Tire and Tube pricing does not include delivery to Purchasing Entities. Contractor's discount off of Manufacturer's Price List (MPL) pricing is shown below:

Tires and Tubes Percentage Discounts by Subcategory					
Sub-category #	Tire and Tube Type	Percent Discount	MPL Name	MPL Date	MPL REF. Numbers
B1	Pursuit and Performance Tires	57%	GOVERNMENT CATALOG	7/1/2018	N/A
B2	Automobile/Passenger Vehicles	41%	GOVERNMENT CATALOG	7/1/2018	N/A
B3	Light Duty Trucks (Radial Only):	37%	GOVERNMENT CATALOG	7/1/2018	N/A
B4	Medium Commercial/Heavy Duty Trucks/Buses	46%	GOVERNMENT CATALOG	7/1/2018	N/A
B5	Off Road	37%	GOVERNMENT CATALOG	7/1/2018	N/A
	5a. Off Road Radial	37%	GOVERNMENT CATALOG	7/1/2018	N/A
	5b. Off Road Bias	37%	GOVERNMENT CATALOG	7/1/2018	N/A
B6	Agriculture/Farm	23%	GOVERNMENT CATALOG	7/1/2018	N/A
B7	Industrial	23%	GOVERNMENT CATALOG	7/1/2018	N/A

3.2 Tire Service Pricing

Tire services include all minor parts and labor as a total service rate. Flat rate pricing and availability of services is shown below:

Type of Service	Product Sub-Category 1 & 2	Product Sub-Category #3	Product Sub-Category #4	
	Pursuit, Performance, Passenger	Light Duty Trucks	Medium Commercial/ Heavy Duty/Bus	
			Single	Dual
1 Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)	\$5.00	\$5.00	\$25.00	\$28.00
2 Change tire, dismount and mount	\$5.00	\$5.00	\$25.00	\$28.00
3 Flat Repair, remove, repair and mount	\$15.00	\$15.00	\$25.00	\$28.00
4 Flat repair, off vehicle	\$12.00	\$12.00	\$30.00	\$33.00
5 Rotate mounted tires (per tire)	\$3.50	\$3.50	\$5.00	\$5.00
6 New valve stem rubber or metal (per tire)	\$3.00	\$3.00	\$9.00	\$9.00
7 Wheel balance-computer spin balance (Per Tire)	\$9.50	\$9.50	\$18.00	\$18.00
8 Wheel balance/Valve stem combo (per tire)	\$12.50	\$12.50	\$27.00	\$27.00
9 Alignment services				
9a. Standard two wheel alignment	\$55.00	\$55.00		
9b. Four wheel alignment	\$70.00	\$70.00		
9c. Bushing/cam alignment	Current Mfg's list price for parts; Labor based on Mitchell Manual.	Current Mfg's list price for parts; Labor based on Mitchell Manual.		
10. Studding (Per Tire) – To be performed on new tires only.	15.00	15.00		
11 Used tire recycle/disposal fee (per tire)	3.00	3.00		
12 Tire pressure monitoring kit (per Tire)	10.00	10.00		

3.3 Price and Rate Guarantee Period

The percentage discounts off MPL for tires and tubes must remain the same for the duration of the Contract. The Contractor will provide an updated tire and tube price list annually with updated effective dates.

Tire and tube pricing updates are allowed annually. A request for price increase must be submitted to the Lead State Contract Administrator sixty (60) days prior to March 31 each year for approval by the Lead State. Acceptable supporting documentation could include providing a comparison of indices from the Producer Price Index which show an increase in the tire manufacturing costs over a period of several years. Acceptable supporting documentation could also include a copy of a letter from a supplier stating they are increasing their price to the Contractor. The Lead State will determine whether the supporting documentation provided is sufficient to justify the requested price increase and reserves the right to clarify or request additional documentation.

The Lead State will provide written acceptance or denial of the proposed price increases to the Contractor within 30 days of receipt of the request for price adjustment.

SECTION 4
Project Managers

4.1 Contract Manager - Contractor

Gregg Trospen
615-937-3794
trospengregg@bfusa.com

4.2 State of Iowa – DAS/Procurement Contact

Nancy Wheelock
515.725-2268
nancy.wheelock@iowa.gov

**FIRST AMENDMENT
TO NASPO VALUEPOINT/STATE OF IOWA MASTER AGREEMENT 19102
BETWEEN BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC AND THE STATE OF IOWA**

THIS FIRST AMENDMENT ("Amendment") is made to the NASPO ValuePoint/State of Iowa Master Agreement 19102 executed December 14, 2018 (the "Agreement"), by and between Bridgestone Americas Tire Operations, LLC ("Contractor") and the State of Iowa ("Lead State"), together hereinafter referred to as the "Parties", and shall be effective as of January 14, 2019 ("Amendment Effective Date"). WHEREAS, the Agreement establishes the terms and conditions under which Contractor provides the staffing and related services for Lead State;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties hereby agrees as follows:

1. Section 14.a. in the Agreement is amended and restated as follows:

Section 14.a. currently states:

14. Shipping and Delivery

- a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. In accordance with section 5.1.4 of the RFP, orders to different agencies of a Purchasing Entity shall be shipped with no additional fees or freight charges added. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

Section 14.a. is amended to state:

14 Shipping and Delivery

- a. All deliveries will be F.O.B. destination. Delivery rates and terms shall be established upon execution of a Participating Addendum and/or Dealer Agreement for individual states. Orders to different agencies/departments of a Purchasing Entity shall be shipped according to the delivery rates and terms established in the Participating Addendum and/or Dealer Agreement. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

2. Section 2.3 of Section 2 (Scope of Work) in the Agreement is amended and restated as follows:

Section 2.3 of Section 2 (Scope of Work) currently states:

2.3 Approved Distributors List

Contractor will provide a list of its Approved Distributors for each Participating State for this Contract. The Approved Distributor list will, at a minimum, provide the following approved distributor information:

- Approved Distributor's Business Name
- Street Address, City, State, Zip Code
- Phone Number
- Fax Number
- Contact Name
- Contact Email Address
- Tire Categories Sold (Passenger, Lt. Truck, Med. Truck, Off Road, etc.)
- Delivery Service Provider (Y or N)
- Delivery Rates
- Delivery Terms

Other reporting fields may be required by Participating States in their respective participating addendums.

The Approved Distributor list will be updated within fifteen (15) calendar days of Contractor's knowledge of a change regarding an Approved Distributor's ownership, business closing, new participation in Contract, delivery service rate or terms, and contact information. Each Independent Dealer will also sign a form dealer agreement reasonably acceptable to the Participating State. Contractor will be responsible for the Independent Dealer signing the form dealer agreement.

Section 2.3 of Section 2 (Scope of Work) is amended to state:

2.3 Approved Distributors List

Contractor will provide a list of its Approved Distributors for each Participating State for this Contract. The Approved Distributor list will, at a minimum, provide the following approved distributor information:

- Approved Distributor's Business Name
- Street Address, City, State, Zip Code
- Phone Number
- Fax Number
- Contact Name
- Contact Email Address
- Tire Categories Sold (Passenger, Lt. Truck, Med. Truck, Off Road, etc.)
- Delivery Service Provider (Y or N)
- Delivery Rates, if applicable for the state
- Delivery Terms, if applicable for the state

Other reporting fields may be required by Participating States in their respective participating addendums.

The Approved Distributor list will be updated within fifteen (15) calendar days of Contractor's knowledge of a change regarding an Approved Distributor's ownership, business closing, new participation in Contract, delivery information, and contact information. Each Independent Dealer will also sign a form dealer agreement reasonably acceptable to the Participating State. Contractor will be responsible for the Independent Dealer signing the form dealer agreement.

3. Section 2.7 of Section 2 (Scope of Work) in the Agreement is amended and restated as follows:

Section 2.7 of Section 2 (Scope of Work) currently states:

2.7 Shipping and Delivery

All deliveries will be F.O.B. destination. Delivery rates and terms shall be established upon execution of the Contract. Orders to different agencies/departments of a Purchasing Entity shall be shipped according to the delivery rates and terms established in this Contract. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

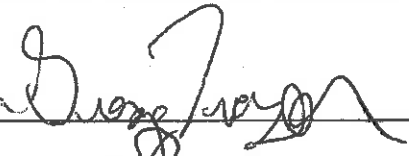
Section 2.7 of Section 2 (Scope of Work) is amended to state:

2.7 Shipping and Delivery

As stated in section 14.a.

Except as expressly amended hereby, all of the provisions of the Agreement shall remain unchanged and shall continue in full force and effect. From and after the Amendment Effective Date, all references in the Agreement to "this Contract" (and all indirect references such as "herein", "hereby", "hereunder", and "hereof") shall be deemed to refer to the Contract as amended by this Amendment.

BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC

By: 

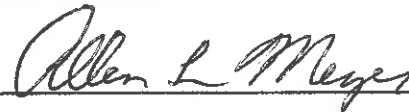
Name: Gregg Trosper

Title: Manager Government Utility
And Military Sales

Date: 1/25/19

STATE OF IOWA

**IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES –
CENTRAL PROCUREMENT**

By: 

Name: Allen Meyer

Title: Chief Operating Officer

Date: 1/25/19

TIRES, TUBES AND SERVICES
Led by the State of Iowa

EXHIBIT C

Master Agreement #: 19102

Contractor: BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC

Participating Entity: STATE OF FLORIDA

The following products or services are included in this contract portfolio:

- All products and accessories listed on the Contractor page of the NASPO ValuePoint website.

Master Agreement Terms and Conditions:

1. **Scope:** This addendum covers the *Tires, Tubes & Services* led by the State of Iowa, for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Florida. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Contact:	Bridgestone Americas Tire Operations, LLC Gregg Trosper
Address:	200 4 th Avenue South, Nashville, TN 37201
Telephone:	(615) 937-3794
Fax:	(615) 937-3621
Email:	Trospergregg@bfusa.com

Participating Entity

Name:	Florida Department of Management Services
Address:	4050 Esplanade Way, Tallahassee, FL 32399
Telephone:	(850) 488-8440
Fax:	(850) 414-6122
Email:	singlesource@dms.myflorida.com

TIRES, TUBES AND SERVICES
Led by the State of Iowa

EXHIBIT C

4. **Participating Entity Modifications or Additions To The Master Agreement**

These modifications or additions apply only to actions and relationships within the Participating Entity:

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

See Exhibit A, Special Contract Conditions, and Exhibit B, Bridgestone Price Sheets.

5. Subcontractors: All contactors, dealers, and resellers authorized in the State of Florida, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
6. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.
7. Delivery: The Contractor is responsible for all shipping charges related to this contract.

THIS SPACE INTENTIONALLY LEFT BLANK

TIRES, TUBES AND SERVICES
Led by the State of Iowa

EXHIBIT C

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: <i>State of FL</i>	Contractor:
Signature: <i>[Signature]</i>	Signature: <i>Gregg Trospen</i>
Name: <i>David Clark</i>	Name: Gregg Trospen
Title: <i>Chief of Staff</i>	Title: Manager Gov & Military Sales
Date: <i>3/27/19</i>	Date: 3/15/19

For questions on executing a participating addendum, please contact:
NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	(775) 720-3404
Email:	sberry@naspovaluepoint.org

***[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in
appropriate data bases.]***



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 13, 2022		
Agenda Item Name		
Piggyback NASPO Contract		
Requested Action		
Requesting approval for piggyback contract number 44000000-NASPO-19-ACS from NASPO piggyback contract with Konica Minolta Business Solutions U.S.A. to provide copiers and managed print services		
Staff Report		
The Procurement Services Department recommends approval of the above action. The Procurement Services Department sought a contract from NASPO number 44000000-NASPO-19-ACS, to provide copiers and managed print services. The NASPO contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Services Policy. The award includes three (3) one (1) year renewals at the option of the city. Based on this, staff recommends that Council approve to piggyback the NASPO contract number 44000000-NASPO-19-ACS. This contract will provide copiers and managed print services. The estimated annual amount of this contract is \$75,000. The use of piggyback contracts is allowed under the Purchasing Policy Section E.9 and is a procurement best practice that takes advantage of competitive pricing from a contract formerly bid by another government agency. The Procurement Services Department has determined that the use of piggyback contracts is advantageous and in the best interest of the City to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract must be utilized. Purchases associated with piggyback contracts are budgeted by each department. The estimated annual usage does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
Funding will be determined on a project by project basis and funded by the respective department. There is adequate funding for these services in the current approved budget. The object code for these purchases in all departments is 54640 or 66401.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Konica Master Agreement_exe 08.08.2019	Konica Master Agreement_exe 08.08.2019.pdf	



NASPO ValuePoint Master Agreement Terms and Conditions

For Copiers and Managed Print Services

**A Contract for the NASPO ValuePoint Cooperative Purchasing Program
Acting by and through the State of Colorado (Lead State)**

**Department of Personnel & Administration
State Purchasing & Contracts Office
1525 Sherman Street, 3rd Floor
Denver, Co 80203**

And

**Konica Minolta Business Solutions USA Inc.
100 Williams Drive
Ramsey, NJ 07446**

Master Agreement Number: 140597

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1. NASPO VALUEPOINT MASTER AGREEMENT OVERVIEW

1.1. Parties

This Master Agreement is entered into by and between the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office (hereinafter called the "Lead State"), and Konica Minolta Business Solutions USA Inc. (hereinafter called "Contractor"), for the procurement of A3 MFD's, A4 MFD's, Production Equipment, Single-function Printers, Large/Wide Format Equipment, Scanners, Software, Supplies, Managed Print Services, and other Products and Services as approved per this Master Agreement, for the benefit of Participating States, Entity's, and Purchasing Entities. The Contractor and the Lead State hereby agree to the following terms and conditions.

1.2. Effective Date

This Master Agreement shall not be effective or enforceable until the date on which it is approved and signed (hereinafter called the "Effective Date") by the Colorado State Controller or designee.

1.3. Master Agreement Order of Precedence

1.3.1. Any Order placed under this Master Agreement shall consist of the following documents:

- a) A Participating Entity's Participating Addendum ("PA");
- b) NASPO ValuePoint Master Agreement Terms & Conditions, including all Exhibits;
- c) An Order issued against this Master Agreement;
- d) The Solicitation, RFP-NP-18-001 Copiers and Managed Print Services;
- e) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
- f) Contractor Supplemental Documents, including all Attachments.

1.3.2. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and shall be incorporated into this Master Agreement.

1.4. Term of this Master Agreement

1.4.1. Initial Term-Work Commencement. The Parties' respective performances under this Master Agreement shall commence on the Effective Date or August 1, 2019, whichever occurs later. This Master Agreement shall terminate on December 31, 2021, unless terminated sooner, as specified in §6.10, Defaults and Remedies, or extended further as specified in §1.4.2 below.

1.4.2. Extension of Agreement. This Master Agreement may be extended beyond the original Contract period for up to three (3) consecutive one (1) year additional terms, upon the mutual agreement of the Lead State and Contractor, by written Amendment. The total duration of this Master Agreement, including any extensions, shall not exceed five (5) years.

1.4.3. Amendments. The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State.

1.4.4. Cancellation. This Master Agreement may be canceled by either party upon sixty (60) days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights

of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of this Master Agreement due to Contractor default may be immediate.

2. DEFINITIONS

The following terms shall be construed and interpreted as follows:

Term	Description
<i>A3 MFD</i>	A Multi-function Device which is designed to handle letter, legal, ledger and some smaller paper sizes, such as postcards and envelopes.
<i>A4 MFD</i>	A Multi-function Device which is designed to handle letter, legal and some smaller paper sizes, such as postcards and envelopes. Ledger size paper is NOT an option on this Device.
<i>Acceptance</i>	A written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which Acceptance Testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.
<i>Acceptance Testing</i>	The process set forth in this Master Agreement for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity.
<i>Accessory</i>	A compatible item that is added to the Base Unit to enhance its capabilities and functions.
<i>Authorized Dealer ("Dealer")</i>	The Contractor's authorized sales and Service center (also known as a Dealer, or Partner) that must be certified by the Contractor to sell the Contractor's Products, and perform machine installation and maintenance on Devices offered by the Contractor. A Purchasing Entity must be able to, at a minimum, visit the sales and Service center to view and test Equipment.
<i>Availability Hours</i>	The number of Business Hours per calendar month that the Equipment is on-site, operating according to specifications, and fully available for use by the Purchasing Entity.
<i>Base Unit</i>	The copier, printer, Scanner, Large/Wide Format and Production Equipment that includes all standard Accessories and parts, and excludes optional Accessories and/or software.
<i>Blended Rate</i>	A rate that is derived by taking the b&w and color cost per click rates on one or more Devices and calculating one rate that a customer will be billed for all copies, regardless of Device type and b&w or color output. Allows for simplicity when billing copies run.
<i>Bronze Standard</i>	Devices which meet less than 50% of the 28 optional EPEAT criteria.
<i>Business Day</i>	Any day other than Saturday, Sunday or a legal holiday.
<i>Business Hour</i>	Between 8:00am and 5:00pm (local time), Monday through Friday, excluding Contractor holidays.
<i>Buyout to Keep</i>	The early termination option on an FMV or \$1 Buyout Lease that involves the acquisition of the Equipment by the Purchasing Entity, and consists of any current and past due amount, plus the remaining stream of Equipment Payments.

<i>Buyout to Return</i>	The early termination option on an FMV, \$1 Buyout or Straight Lease that involves the return of the Equipment by the Purchasing Entity to Contractor, in good working condition (ordinary wear and tear excepted), and consists of any current and past due amounts, plus the remaining stream of Equipment Payments.
<i>Cancellable Rental</i>	An agreement that is cancellable upon the Purchasing Entity providing the Contractor with a thirty (30) day written notice, and is subject to a maximum penalty of up to three (3) months of Total Monthly Payments. Equipment ownership is not an option.
<i>Ceiling Pricing</i>	Pricing that is established as a “not-to-exceed” amount; the maximum price Contractor may charge for Products, Services, and Supplies.
<i>Chief Procurement Officer</i>	The individual who has the authority to supervise and approve the procurement of all Products and Services needed by the Lead State or a Participating State.
<i>Contractor</i>	The person or entity delivering Products or performing Services under the terms and conditions set forth in this Master Agreement.
<i>Coterminous</i>	Two or more leases or rentals that end at the same time. The original lease or rental payment is modified to reflect the addition of a new piece of Equipment or Accessory. The original term of the lease or rental is not modified as a result of a Coterminous addition.
<i>Device</i>	Also referred to as “Equipment.” The Base Unit, either with or without optional Accessories and/or software.
<i>Direct Material</i>	Materials which are easily identified, measured, and charged to the cost of production; part of the finished Product. Examples include timber for furniture and leather for shoes.
<i>Electronic Product Environmental Assessment Tool (EPEAT)</i>	A tool which evaluates and selects Equipment according to a list of preferred environmental attributes. EPEAT registered means Devices meet the 1680.2 IEEE Standard for Environmental Assessment of Imaging Equipment, as amended.
<i>Embedded Software</i>	One or more software applications which permanently reside on a computing Device.
<i>Energy Star</i>	The U.S. Environmental Protection Agency’s standard for energy efficiency.
<i>Equipment</i>	Also referred to as “Device.” The Base Unit, either with or without optional Accessories and/or software.
<i>Equipment Downtime (“Downtime”)</i>	The number of Business Hours in any calendar month during which a Device is inoperable during the month and such inoperability is not due to misuse, fire, or using the Device in a manner other than its intended uses. Downtime is calculated from the point in time when Contractor receives the Service request for Equipment that cannot perform its functions, until such time as the Equipment is operating per Contractor specifications. Downtime includes Equipment-repair time and response time when the Device is inoperative. Downtime excludes Preventive Maintenance, Equipment move time, time consumed in producing usable copies, or maintenance Service rendered due to user misuse, or for non-payment.
<i>Equipment Payment</i>	The Equipment portion of the payment, less any Service, Supplies, and maintenance.

<i>Equipment Trade-In</i>	An agreed upon transaction between the Purchasing Entity and Contractor, in which Contractor takes ownership of Purchasing Entity's owned Device, often for a discounted amount.
<i>Equipment Upgrade or Downgrade</i>	A replacement of the Purchasing Entity's existing lease or rental Equipment, with a different piece of Equipment, of either greater or lesser value. A new lease or rental is then originated for the new piece of Equipment, with the remaining lease or rental payments on the old Equipment wrapped into it. The old lease or rental is closed out, and the Equipment is returned to Contractor.
<i>Free on Board (FOB) Destination</i>	Contractor is responsible for transportation and handling charges and the sale does not occur until the Products arrive at the Purchasing Entity's specified location.
<i>Group</i>	The Device classification for the different types of Equipment in this Master Agreement. Groups are determined by the Devices primary functions and/or capabilities.
<i>Independent Contractor</i>	A natural person, business, or corporation that provides Products or Services to another entity under the terms specified in a contract. An employer-employee relationship does not exist.
<i>Initial Lease or Rental Term</i>	The length of time (i.e. 12, 18, 24, 36, 48, or 60 months) that a Purchasing Entity enters into a lease or rental agreement.
<i>Intellectual Property</i>	Any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
<i>Large/Wide Format Equipment</i>	A Device that prints on a large paper via a variety of output options.
<i>Lead State</i>	The State that is centrally administering this Master Agreement.
<i>Lease</i>	Per the Governmental Accounting Standards Board (GASB), a lease is defined as a contract that conveys control of the right to use another entity's nonfinancial asset (the underlying asset) as specified in the contract for a period of time in an exchange or exchange-like transaction. For the purposes of this Master Agreement, a Lease shall contain the following options: 1. Straight Lease: A type of agreement in which ownership is not an option and the Total Monthly Payment amount remains firm throughout the Initial Term. 2. Fair Market Value Lease (FMV): A lease in which the Purchasing Entity can either 1) Take title to the Equipment at the end of the Initial Lease Term by paying the residual value to Contractor, 2) Enter into a Renewal Term for the Equipment, or 3) Return the Equipment to Contractor at the end of the Initial Lease Term. 3. \$1 Buyout Lease: A lease in which title to the Equipment will automatically pass from the Contractor to the Purchasing Entity at the end of the Initial Lease Term, and the Purchasing Entity will not be subject to additional payments in order to assume ownership.
<i>Legacy Equipment</i>	Equipment that was purchased, leased, or rented under a prior NASPO ValuePoint or WSCA Master Agreement, another program, or via any other

	means.
<i>Maintenance Agreement</i>	An agreement in which the Contractor provides monthly Service, parts, Supplies, and Preventative Maintenance on purchased, leased or rented Devices.
<i>Managed Print Services (MPS)</i>	The management, Service, and support of the Purchasing Entity's entire enterprise and output infrastructure of printed materials, with the objective of creating a solution that improves the print process and reduces the expense of printed material.
<i>Manufacturer</i>	A company that, as its primary business function, designs, assembles, and owns the trademark/patent and markets a Product. Also referred to as Contractor.
<i>Manufacturer's Suggested Retail Price (MSRP)</i>	The list price or recommended retail price of a Product in which the Manufacturer recommends that the retailer sell the Product.
<i>Master Agreement</i>	Also referred to as "Contract"; the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.
<i>Multi-function Device (MFD)</i>	A Device which incorporates the functionality of multiple Devices into one, such as print, fax, copy and scan. Each feature can work independently of the other.
<i>NASPO ValuePoint</i>	The NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). NASPO ValuePoint is identified in this Master Agreement as the recipient of reports and may perform Contract administration functions relating to collecting and receiving reports as well as other Contract administration functions as assigned by the Lead State.
<i>Newly Manufactured</i>	Devices that have not been Refurbished, Remanufactured, rented, leased, sold, or used in a demonstration, and are currently being marketed by the Manufacturer.
<i>Normal Business Hours</i>	8:00 a.m. to 5:00 p.m., Monday through Friday (state holidays excluded), regardless of time zone.
<i>Not Specifically Priced (NSP)</i>	NSP items are items that enhance or compliment the Contractor's Product, and may be acquired by a Purchasing Entity under Contractor's Master Agreement, but are not listed or priced in Contractor's NASPO ValuePoint Price List. NSP's may include Coin Op equipment, empowering software, etc. NSP items do not include Services.
<i>OEM</i>	Original Equipment Manufacturer.
<i>Order</i>	Any type of encumbrance document or commitment voucher, including, but not limited to, a purchase order, contract, MPS statement of work, Maintenance Agreement, lease agreement, rental agreement etc.)
<i>Participating Addendum</i>	A bilateral agreement executed by a Contractor and a Participating State or Entity incorporating this Master Agreement and any other additional Participating State or Entity specific language or other requirements (e.g. ordering procedures, other terms and conditions).
<i>Participating Entity</i>	A government entity within a state, or an eligible Non-Profit association, that is properly authorized to enter into a Participating Addendum.

<i>Participating State</i>	A state, which encompasses all government entities within that state, or the District of Columbia, or one of the territories of the United States, that enters into a Participating Addendum.
<i>Power Filter</i>	An electronic filter which is placed between an external power line and a Device for the purpose of removing frequencies or electromagnetic interference.
<i>Preventative Maintenance</i>	The servicing of a Device for the purpose of maintaining a satisfactory operating condition by providing systematic inspection, detection, and correction of failures either before they occur or before they develop into major defects.
<i>Private Label</i>	Products that are manufactured by one company and sold under a retailer's brand name.
<i>Product</i>	Devices, Accessories, parts, software, and/or Supplies provided or created by the Contractor pursuant to this Master Agreement.
<i>Production Equipment</i>	A high-speed, high-quality printing Device that typically has advanced finishing functionality.
<i>Public Record</i>	All books and Public Records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and Public Records.
<i>Purchasing Entity</i>	A city, county, district, institution of higher education, and some non-profits who issue an Order against this Master Agreement via their Participating State or Entity's Participating Addendum.
<i>Refurbished</i>	A Product which has received extensive maintenance and/or minor repair, including the replacement of all standard parts subject to wear during the normal course of use. Refurbished Equipment shall not have more than 750,000 original copies on it. In addition, Refurbished Equipment must only contain OEM parts. Refurbished Equipment must be certified by the Manufacturer.
<i>Remanufactured</i>	The process of disassembling Devices known to be worn or defective that can be reused or brought up to OEM specification by cleaning, repairing or replacing it in a manufacturing environment and then reassembling and testing it, so that it will operate like a new Device. Remanufactured Equipment must be certified by the Manufacturer.
<i>Renewal Term</i>	A lease term that supersedes the Initial Lease Term, and which a Purchasing Entity may enter into upon thirty (30) days prior written notice to Contractor. Each Renewal Term shall not exceed 12 months, the residual value of the Equipment, or the Useful Life of the Equipment. \$1 Buyout Leases are excluded from going into renewal.
<i>Resell</i>	Any payment in exchange for transfer of tangible Products, or assignment of the right to Services.
<i>Response Time</i>	The time from when the original Service Call is placed with the Contractor or Authorized Dealer, to when the Service technician arrives at the Purchasing Entity's location.
<i>Scanner</i>	A Device that scans documents and converts them into digital data.
<i>Segment</i>	The various speeds that Devices are categorized by.

<i>Service Base Location</i>	The place of business where the Contractor or Authorized Dealer stores parts and provides training for service technicians.
<i>Service Call</i>	An on-site Service technician visit due to Device error or malfunction.
<i>Services</i>	The labor required to be performed by Contractor pursuant to this Master Agreement or an Order.
<i>Single-function Printer</i>	An inkjet or laser Device that only prints and is not capable of other functions such as copying, faxing or scanning.
<i>Solicitation</i>	A written offer or attempt to purchase Products and/or Services through an official Proposal, Evaluation, and Award process.
<i>Supplemental Documents</i>	Documents include, but are not limited to, lease agreements, rental agreements, Maintenance Agreements, and software or click-wrap agreements that are pertinent to the Products being offered.
<i>Supplies</i>	<u>Consumable</u> items that gets used up or are discarded once used, such as ink cartridges.
<i>Third Party</i>	Someone who may be indirectly involved but is not a principal party to an arrangement, contract, deal, lawsuit or transaction.
<i>Total Monthly Payment</i>	The Equipment portion of the payment, as well as any Service, Supplies or maintenance, and less any applicable taxes.
<i>Useful Life</i>	Period during which a Device is expected to be usable for the purpose in which it was manufactured.

3. NASPO VALUEPOINT PROGRAM PROVISIONS

3.1. Price and Rate Guarantee Period

- 3.1.1. The Price List(s) in **Exhibit A (Price Lists)**, identifies a complete listing of all Products and Services the Contractor can provide under this Master Agreement, with the exception of NSP items.
- 3.1.2. MSRP/List Price discount percentages must be guaranteed throughout the term of this Master Agreement, including any renewal terms; however, Contractor may increase its discount percentage at any time. The Lead State must be notified of any such discount percentage increase, and provided with a copy of the new Group Price List(s).
- 3.1.3. MSRP/List Price shall remain firm during the first twelve (12) months of the Master Agreement. After this period, Awarded Vendors may update their MSRP/List Price on a quarterly basis, according to the following guidelines:
 - a) All requested price increases must include documentation from Direct Material suppliers detailing cost escalations, and Awarded Vendors must describe how those escalations impact current Product offerings.
 - b) With the exception of Direct Material cost increases, no price increase requests will be allowed.
 - c) Updated Price Lists must be submitted to the Lead State by the 1st day of each quarter.
 - d) Pricing will not go into effect unless, or until, it is approved by the Lead State.

- 3.1.4. The Master Agreement pricing IS Ceiling Pricing. Contractor may offer lower pricing on a per Order basis to Purchasing Entity's; likewise, Purchasing Entity's may request lower pricing on a per Order basis from Contractor.
- 3.1.5. Contractor may offer state-wide promotional discounts, customer location specific discounts, bulk discounts, or spot discounts. Contractor must notify the Participating State or Entity Contract Administrator of special state-wide promotional discounts.
- 3.1.6. Any revisions to Product offerings (new Products, altered item or model numbers, etc.) must be pre-approved by the Lead State, and will be allowed once per month.
- 3.1.7. Product updates are required by the 1st of the month and shall go into effect upon approval by the Lead State.
- 3.1.8. Any Product additions must be updated with Buyer's Lab within ninety (90) days of submission to the Lead State. Failure to adhere to this requirement will result in the Product(s) being removed from the Master Agreement Price List(s) until such time as they can be verified on Buyer's Lab.
- 3.1.9. Updates to lease and rental rates must be submitted by the 1st day of each quarter.
- 3.1.10. Price Lists received after the 1st of the month may not be approved for up to thirty (30) days following submission. In addition, errors in the Contractor's Price Lists may delay the approval process further.
- 3.1.11. All approved Price Lists will be submitted by the Lead State to NASPO ValuePoint. Contractor shall then update all applicable websites with the new Price Lists after the NASPO ValuePoint website has been updated.
- 3.1.12. All-inclusive Cost Per Copy (CPC) programs may be offered upon request by the Participating State or Entity, but pricing must not exceed Master Agreement pricing. Contractor must provide the Participating State or Entity with their pricing breakdown which enables the Participating State or Entity to easily compare the pricing in the CPC structure against the pricing in this Master Agreement.
- 3.1.13. Pricing must include all standard shipping, delivery, and installation costs associated with the Products. Excess installation charges or expedited shipping however, may be billable. Refer to §4.9.5 for more information.

3.2. Participants and Scope

- 3.2.1. Contractor may not deliver Products or perform Services under this Master Agreement until a Participating Addendum acceptable to the Participating State or Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating State or Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating State or Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. Order) used by the Purchasing Entity to place the Order.

- 3.2.2.** Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating States or Entities authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Officer. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Officer.
- 3.2.3.** Obligations under this Master Agreement are limited to those Participating States and Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States and Entities are limited to the Orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.
- 3.2.4.** Participating States and Entities may, through a Participating Addendum, limit:
- a) Available financial vehicles;
 - b) Device Groups, Segments, Products, Services (including MPS); and
 - c) Any additional items as deemed necessary by the Participating State or Entity.
- 3.2.5.** A Participating State or Entity must sign a new Participating Addendum with Contractor, regardless of whether Contractor has signed Participating Addenda under a prior Master Agreement(s).
- 3.2.6.** NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to this Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO ValuePoint cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.
- 3.2.7.** Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor, and any such language shall be void and of no effect:
- a) Term of this Master Agreement;
 - b) Amendments;
 - c) Participants and Scope;
 - d) Administrative Fee;
 - e) NASPO ValuePoint Summary and Detailed Usage Reports;
 - f) NASPO ValuePoint Cooperative Program Marketing and Performance Review;
 - g) NASPO ValuePoint eMarket Center;
 - h) Right to Publish;
 - i) Price and Rate Guarantee Period; and
 - j) Individual customers.
- 3.2.8.** Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Officer of the state where the Participating Entity is located. Any permission to participate through

execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

- 3.2.9.** Purchasing Entities may not Resell Products. This limitation does not prohibit the following; however, any sale or transfer must be consistent with license rights granted for use of Intellectual Property:
- a) Payments by employees of a Purchasing Entity for Products;
 - b) Sales of Products to the general public as surplus property; and
 - c) Fees associated with inventory transactions with other governmental or non-profit entities, and consistent with a Purchasing Entity's laws and regulations.

3.3. Administrative Fees

- 3.3.1.** The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter.
- 3.3.2.** The NASPO ValuePoint Administrative Fee is not negotiable.
- 3.3.3.** The Contractor shall report on all actual Equipment sales, and on estimated Service and Supply sales. This method will no longer require the Contractor to capture the actual Service and Supply revenues that are billed to the customer each month.
- 3.3.4.** Industry research has shown close to a 1:1 ratio between sales price on a piece of Equipment and the actual amount of Service and Supply costs required to operate that Equipment over its Useful Life. Therefore, to simplify the reporting process and remove the burden to capture the actual Service and Supply costs, the Contractor shall report as follows:
- a) **Purchased Equipment:** Contractor shall report the actual amount invoiced (less any taxes) for all Equipment sold under the reporting period (calendar quarter). In addition, the Contractor shall report an additional amount equal to the invoice amount and identified as "Estimated Service and Supplies" providing the customer elects to enter into a Maintenance Agreement. Thus, in the Contractor's Detailed Sales Report, for each item sold, there will be two-line items: one for the piece of Equipment, and one for the Estimated Service and Supplies. The amounts reflected for the Estimated Service and Supplies must be equal to the amount of the Equipment.
 - b) **Lease and Rental Equipment:** Contractor shall report sales according to the Purchased Equipment methodology described in §3.3.4(a), or they may report the actual amount invoiced (less any taxes) for the lease or rental during the reporting period (calendar quarter). In addition, the Contractor shall report an additional amount equal to the invoice amount and identified as "Estimated Service and Supplies." Thus, in the Contractor's Detailed Sales Report, for each item leased or rented, there will be two-line items: one for the invoice amount to the customer for the Equipment, and one for the Estimated Service and Supplies. The amounts reflected for the Estimated Service and Supplies must be equal to the amount of the invoiced Equipment.
- 3.3.5.** Some Participating States may require a fee be paid directly to the Participating State on sales made by Purchasing Entities within that state. For all such requests, the fee level, payment method, and schedule for such reports and payments will be incorporated into the Participating Addendum. The Contractor may adjust this Master Agreement pricing accordingly for sales made by Purchasing Entities within the jurisdiction of the Participating State requesting the additional fee.

3.4. NASPO ValuePoint Summary and Detailed Usage Reports

The Contractor shall provide the following NASPO ValuePoint reports:

3.4.1. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the Contract shall be reported as cumulative totals by state, which are inclusive of all line items identified in the Detailed Sales Report. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

3.4.2. Detailed Sales Report. Contractor shall also report detailed sales data by:

- a) State;
- b) Customer Type (e.g. local government, higher education, K-12, non-profit);
- c) Customer bill-to name and address;
- d) Contractor or Authorized Dealer Order number;
- e) Customer purchase order number;
- f) Customer number;
- g) Order type (e.g. sales Order, credit, return, upgrade);
- h) Purchase order date;
- i) Ship date;
- j) Invoice date and number;
- k) Product number and description
- l) List Price/MSRP;
- m) Contract Price;
- n) Quantity;
- o) Total Price;
- p) NASPO ValuePoint Admin Fee amount; and
- q) Dealer.

3.4.3. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM or flash drive. Detailed sales reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is shown in Exhibit E (NASPO ValuePoint Detailed Sales Reporting Template).

3.4.4. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

3.4.5. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with, and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

3.4.6. Timely submission of these reports is a material requirement of this Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

3.5. NASPO ValuePoint Cooperative Program Marketing and Performance Review

3.5.1. Contractor agrees to work cooperatively with NASPO ValuePoint personnel to ensure that Contractor's personnel will be educated regarding the provisions of this Master Agreement, as well as the competitive nature of NASPO ValuePoint procurements, the Participating Addendum process, and the manner in which Participating Entities can utilize this Master Agreement.

3.5.2. Contractor agrees, as Participating Addenda are executed, and if requested by NASPO ValuePoint personnel, to provide plans to launch this Master Agreement program within the Participating State. Plans will include timeframes to implement this Master Agreement and Participating Addendum, as well as confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the Participating State.

3.5.3. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the Participating Addendum. Contractor shall ensure that their sales force is aware of this contracting option.

3.5.4. Contractor agrees to fairly, actively, and equally promote and advertise their NASPO ValuePoint Master Agreement at all trade shows and Dealer meetings whereby Contractor displays or makes reference to their government contract award offerings.

3.5.5. Contractor agrees, within 30 days of this Master Agreement effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement, or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

3.5.6. Contractor agrees to participate in person at an annual performance review, which may include a discussion of marketing action plans, target strategies, marketing materials, reporting, and timeliness of administration fee payments. The location of the performance review shall be determined by the Lead State and NASPO ValuePoint.

3.5.7. Contractor agrees that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing materials until a logo-use agreement is executed with NASPO ValuePoint.

3.5.8. The Lead State shall evaluate the utilization of this Master Agreement at the annual performance review. The Lead State may, in its discretion, cancel this Master Agreement pursuant to §1.4, or not exercise an option to renew, when Contractor utilization does not warrant further administration of this Master Agreement. The Lead State may exercise its right to not renew this Master Agreement if Contractor fails to record or report revenue for three consecutive quarters, upon a 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two (2) years after execution of this Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel this Master Agreement pursuant to §1.4.4 or to terminate for default pursuant to §6.10.

3.6. NASPO ValuePoint eMarket Center

3.6.1. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint customers to access a central online website to view and/or shop the Products and Services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

3.6.2. The Contractor shall have visibility in the eMarket Center through one of the following no-cost options:

a) Ordering Instructions

- i.** The Contractor shall provide a link to their website, their Price list, their Dealer list, and any additional information they would like the customer to have in regards to placing Orders.
- ii.** Upon receipt of written request from the eMarket Center Site Administrator, the Contractor shall have thirty (30) days to provide NASPO ValuePoint with the Ordering Instructions.

b) Hosted Catalog

- i.** The Contractor shall provide a list of its awarded Products and Services pricing via an electronic data file, in a format acceptable to JAGGAER.
- ii.** In order to maintain the most up-to-date version of its Product offerings, the Contractor must submit electronic data to the eMarket Center no more than four (4) times per calendar year.
- iii.** Upon receipt of written request from the eMarket Center Site Administrator, the Contractor shall have fifteen (15) days to set up an enablement schedule with NASPO ValuePoint and JAGGAER. The schedule shall include future calls and milestone timeframes related to testing and go-live dates.
- iv.** The Contractor shall have ninety (90) days from the receipt of written request, to provide the Hosted Catalog to NASPO ValuePoint.
- v.** The Hosted Catalog must be strictly limited to the awarded Products and Services, and must contain the most current approved pricing, including applicable quantity discounts.
- vi.** The catalog must include a Lead State Contract identification number and detailed Product line item descriptions.
- vii.** The catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although Suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple catalogs applicable to different NASPO ValuePoint Participating State or Entities if for example, the Participating State or Entity has incorporated an Administrative Fee into the Contract pricing, or a Participating State or Entity has determined that they will not allow all awarded Products and Services under their Participating Addendum. SciQuest will deliver the appropriate contract files to the user viewing the catalog.

c) Punch-Out Catalog

- i.** The Contractor shall provide its own online catalog, which must be capable of being integrated with the eMarket Center via Commerce eXtensible Markup Language (cXML).

- ii. The Contractor shall validate that its online catalog is current by providing a written update to the Lead State every four (4) months, verifying that they have audited the offered Products and Services pricing.
- iii. The Contractor shall have ninety (90) days from the receipt of the written request, to deliver the Punch-Out Catalog to NASPO ValuePoint.
- iv. The Punch-Out Catalog must be strictly limited to the awarded Products and Services, and must contain the most current approved pricing, including applicable quantity discounts.
- v. The catalog must include a Lead State Contract identification number and detailed Product line item descriptions.
- vi. The site must also return detailed UNSPSC codes for each line item.
- vii. Contractor shall provide e-Quote functionality to facilitate volume discounts.
- viii. The catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. It is possible to have multiple catalogs applicable to different NASPO ValuePoint Participating State or Entities if for example, the Participating State or Entity has incorporated an Administrative Fee into the Contract pricing, or a Participating State or Entity has determined that they will not allow all awarded Products and Services under their Participating Addendum. JAGGAER will deliver the appropriate contract files to the user viewing the catalog.

3.6.3. Revising Pricing and Products

- a) Any revisions to Product offerings (new Products, altered SKU's, etc.) must be pre-approved by the Lead State, and will be allowed once per month.
- b) Updated Product files are required by the 1st of the month and shall go into effect upon approval by the Lead State.
 - i. Files received after the 1st of the month may not be approved for up to thirty (30) days following submission.
 - ii. Errors in the Contractor's submitted files may delay the approval process.

3.6.4. Supplier Network Requirements for Hosted and Punch-Out Catalogs

- a) Contractor shall join the JAGGAER Supplier Network (SQSN) and shall use the JAGGAER's Supplier Portal to import the Contractor's catalog and pricing files into the JAGGAER system.
- b) Contractor can receive Orders through electronic delivery (cXML) or through low-tech options such as fax.
- c) More information about the SQSN can be found at www.sciquest.com, or by contacting the JAGGAER Supplier Network Services team at 800-233-1121.

3.6.5. Order Acceptance Requirements for Hosted and Punch-Out Catalogs

- a) Contractor must be able to accept Orders via fax or cXML.
- b) The Contractor shall provide confirmation via phone or email within 24 hours of Order receipt.
- c) If the Order is received after 3pm (EST) on the day prior to a weekend or holiday, the Contractor must provide confirmation via phone or email on the next business day.

3.6.6. UNSPSC Requirements

- a) Contractor shall support use of the United National Standard Product and Services Code (UNSPSC). UNSPSC versions that Contractors must adhere to are provided by JAGGAER and upgraded each year.
- b) NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC, and Contractor shall be required to support the migration effort.
- c) All line items for Products and Services provided under this Master Agreement must be associated to a UNSPSC code.
- d) All line items must be identified at the most detailed UNSPSC level, indicated by segment, family, class, and commodity.

3.6.7. Applicability. Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center, and that NASPO ValuePoint may elect at any time to remove any Contractor offerings from the eMarket Center.

3.6.8. Several NASPO ValuePoint Participating States and Entities currently maintain separate JAGGAER eMarket Place accounts. In the event that one of these Participating States or Entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarket Center), but publish the information to their own eMarket Place, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint, and agrees to take commercially reasonable efforts to implement such separate JAGGAER catalogs.

3.7. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State, prior approval for the release of any information, including any written correspondence, which pertains to the potential work or activities covered by this Master Agreement. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the Products and Services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of this Master Agreement for cause.

3.8. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of this Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in this Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in this Master Agreement and applicable Participating Addendum. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

4. STATEMENT OF WORK

4.1. Overview

- 4.1.1.** Contractor guarantees a continuing supply and consistent quality of Equipment, Accessories, software, Supplies, and Services offered.
- 4.1.2.** Contractor may not provide Products that have not been approved by the Lead State, with the exception of NSP items, as referenced in §4.3.8.
- 4.1.3.** Contractor shall maintain compliance with all requirements of this Master Agreement throughout the duration of the Contract.

4.1.4. A Purchasing Entity that purchases, leases or rents Equipment may issue an Order, pursuant to the terms and conditions that are incorporated into this Master Agreement, and according to the requirements listed in their states' Participating Addendum, including, but not limited to, the issuance of Contractor's Supplemental Documents, which are attached as **Attachment A through Attachment K**. Each Participating State or Entity shall be responsible for negotiating the terms and conditions of each of the aforementioned Attachments.

4.1.5. Per Section 508 of the United States Workforce Rehabilitation Act of 1973, Contractor shall provide, subject to change, Devices under Groups A, B, C, D and F which are accessible to people with disabilities.

4.1.6. **MPS:**

- a) Contractor may provide MPS on Group A, Group B, Group C, Group D, Group E, and Group F.
- b) Contractor may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so.

4.1.7. **Survivability:**

- a) Any Order placed under this Master Agreement shall survive the expiration of this Master Agreement unless otherwise specified in a Participating Addendum.
- b) Contractor is not permitted to increase pricing on any Order that was placed prior to the expiration of this Master Agreement.

4.1.8. Contractor shall notify the Lead State, Participating States, Participating Entities and all Purchasing Entities of any recall notices, warranty replacements, safety notices, or any applicable notice regarding the Products being sold. This notice must be received in writing (via postal mail or email) within thirty (30) calendar days of Contractor learning of such issues.

4.2. **Authorized Dealers**

4.2.1. Contractor may engage Authorized Dealers, who shall be Contractor's agent and Subcontractor for providing sales and support for the Products and/or Services purchased by the Purchasing Entity under this Master Agreement.

4.2.2. In the event Contractor elects to use Authorized Dealers in the performance of the specifications, Contractor shall serve as the primary Contractor, and shall be fully accountable to the Lead State for assuring that the Authorized Dealers comply with the terms and conditions of this Master Agreement, and shall be liable in the event that Authorized Dealers fail to comply with such terms and conditions.

4.2.3. Authorized Dealers shall be expected to stay current with Contractor's Products, pricing, Master Agreement, and Participating Addendum requirements.

4.2.4. Authorized Dealers shall have the ability to accept Orders from a Purchasing Entity and invoice them directly.

4.2.5. Contractor must disclose to the Lead State, a list of all Authorized Dealers that provide Products and/or Services, utilizing **Exhibit C (Authorized Dealers by State)**.

4.2.6. Contractor shall send notice to the Lead State, utilizing **Exhibit D (Authorized Dealer Form)** and the Authorized Dealers by State, within three (3) calendar days of engaging or removing a Dealer.

4.2.7. The Lead State reserves the right to deny the addition of any Authorized Dealer and will provide notification to the Contractor with justification as to why the decision was reached. In addition, it will be at the discretion of each Participating State or Entity as to whether they will utilize the Authorized Dealers as approved by the Lead State.

4.2.8. If an Authorized Dealer is performing unsatisfactorily, or is not in compliance with this Master Agreement, then it shall be at the discretion of the Lead State, upon recommendation from the Participating State, to either remove the Dealer from the Contract, or in the case of multiple branch locations in one state, or multiple states, remove them as a Dealer from the location in which they are not in compliance. Alternatively, the Contractor may investigate and consult with the Participating State and/or the Purchasing Entity as appropriate, and use commercially reasonable efforts to resolve the dispute.

4.2.9. Dealers shall be expected to stay current with Contractor Products, Services, pricing and Master Agreement requirements.

4.3. Product Offerings

4.3.1. **Group Segments.** Contractor shall offer Products under the following Groups:

Group A – MFD, A3	
B&W only; Color and B&W	
Segment	PPM
2	20 – 30
3	31 – 40
4	41 – 50
5	51 – 60
6	61 – 70
7	71 – 90

Group B – MFD, A4	
B&W only; Color and B&W	
Segment	PPM
1	Up to 20
2	21 – 30
3	31 – 40
4	41 – 50
5	51 – 60
6	61+

Group C – Production Equipment	
B&W only; Color and B&W	
Segment	PPM
1	65 – 79
2	80 – 89
3	90 – 110
4	111 – 130
5	131+

Group D – Single-function Printers	
B&W only; Color and B&W	
Segment	PPM
1	Up to 20
2	21 – 40
3	41 – 60
4	61+

Group E – Large/Wide Format Equipment	
B&W only; Color and B&W	
Segment	A1 or D Size PPM*
Low	1 – 3
Medium Low	4 – 8
Medium High	9 – 19
High	20+

*Speeds denoted above are based on b&w output

Group F - Scanners	
Segment	PPM
1	10 – 29
2	30 – 49
3	50 – 69
4	70 – 89
5	90 – 110
6	111 – 130
7	131+

4.3.2. Device Configurations. Contractor's Devices shall be equipped, at a minimum, with the following Accessories/capabilities:

a) Group A – MFD, A3

- i) New Power Filter;
- ii) Duplex for Segment 3 and above;
- iii) Standard paper drawer(s) equal to or greater than:
 - 1) One (1) paper supply for Segment 2;
 - 2) Two (2) paper drawers for Segments 3 and 4; and/or
 - 3) 2,000 sheet paper capacity for Segments 5 and above.
- iv) Paper size capacity up to 11" x 17"; and
- v) Bypass paper supply, if applicable for Segment.

b) Group B – MFD, A4

- i) New Power Filter;
- ii) Bypass paper supply;
- iii) Standard paper drawer(s) equal to or greater than:

- 1) One (1) paper supply for Segments 1 and 2;
 - 2) Two (2) paper drawers for Segments 3 and 4; and/or
 - 3) 2,000 sheet paper capacity for Segments 5 and above.
 - iv) Paper size capacity up to 8 ½" x 14"; and
 - v) Envelope adjustment capability.
- c) **Group C – Production Equipment**
- i) New Power Filter;
 - ii) Bypass paper supply;
 - iii) Standard paper drawer(s) equal to or greater than:
 - 1) One (1) paper supply for Segments 1 and 2;
 - 2) Two (2) paper drawers for Segments 3 and 4; and/or
 - 3) 2,000 sheet paper capacity for Segments 5 and above.
 - iv) Paper size capacity up to 8 ½" x 14"; and
 - v) Envelope adjustment capability.
- d) **Group D – Single-function Printers**
- i) Must include an inkjet, light emitting diode (LED), or laser print engine;
 - ii) Standard paper drawer(s);
 - iii) Standard paper capacity; and
 - iv) Network connectivity.
- e) **Group E – Large/Wide Format Equipment**
- i) Hard-Disk drive;
 - ii) Network connectivity;
 - iii) Touch screen control panel; and
 - iv) Automatic Media Selection – a built-on sensor detects the size of the original and the proper media size is then selected.
- f) **Group F – Scanners**
- i) Charge-Coupled Device (CCD) or Contact Image Sensor (CIS);
 - ii) Automatic Document Feeder (ADF);
 - iii) Letter or legal paper size capacity;
 - iv) Color depth of at least 24 bits; and
 - v) Single pass duplex scan.

4.3.3. Device Standards. Devices shall meet the following requirements:

- a) Group A and Group B Base Units are OEM only;
- b) Group A and Group B must be EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price List;
- c) Group D must be Energy Star compliant or EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price List;

- d) If Contractor's Devices fail to meet the EPEAT Bronze Standard, or be Energy Star compliant (applicable to Group D Devices only) within one (1) year, then they will be removed from the Price List;
- e) Must be Newly Manufactured or current, except as specified in a Participating Addendum;
- f) Devices, when installed, and if available, must be set-up to receive automatic software updates and patches. For new software versions or upgrades that carry an additional cost, updates will not be done automatically; rather, Contractor or their Authorized Dealer will inform the Purchasing Entity of the new version and assist them in their decision to upgrade based on needed functionality and compatibility with their existing Equipment.
- g) Specifications must be published on Contractor's website;
- h) MSRP must not exceed what is listed with Buyers Laboratory Inc., or List Price must not exceed what is published on the Manufacturer's website;
- i) Must maintain a PPM speed, according to Segment classification; and
- j) Must be compatible with using recycled paper, up to and including, 100% Post-Consumer Waste (PCW) paper. Contractor may not fault the use of recycled paper for Device failures, as long as the recycled paper in use meets the standard paper specifications (e.g., multi-purpose, copy, or laser paper).

4.3.4. Device Exceptions

- a) Group C, Group D, Group E, and Group F will not be restricted to OEM, and do not have to be Private Labeled;
- b) Group C, Group E, and Group F are not required to be EPEAT registered or Energy Star compliant;
- c) 3D Printers may be offered by Contractor, and shall be priced based on a minimum discount of 5%;
- d) Digital Duplicators may be offered by Contractor, and shall be priced based on the discount offered for the Segment in which the Device belongs (refer to the Group A Price List for Segment discounts);
- e) Inkjet and Digital Presses may be offered by Contractor, and shall be priced based on the minimum discount offered in the Segment to which they belong (refer to the Group C Price List for Segment discounts);
- f) Roll-Fed Wide Format Printers may be offered by Contractor, and shall be priced based on a minimum discount of 5%.
- g) Contractor may offer Large/Wide Format Equipment that accommodates all paper sizes. Pricing shall be based on the discount offered for the Segment in which the Device belongs (refer to the Group E Price List for Segment discounts).

4.3.5. Accessories

- a) Contractor shall provide OEM and/or Third Party compatible Accessories that compliment or enhance the features of the Device.

- b) Contractor shall maintain a separate price list for Accessories for Base Units that have been discontinued. The pricing must be based on the same discount offered, per the 'Discount from MSRP' tab, on the applicable Group Price List.
- c) Purchasing Entities may add Accessories to Devices that have been purchased, leased or rented under prior NASPO ValuePoint and/or WSCA Master Agreements, as well as via any other means.

4.3.6. Software

- a) Contractor shall provide software to enhance the capabilities of the Devices, or software may be provided as a standalone option on any pre-owned, purchased, leased or rented Device.
- b) Contractor shall provide OEM and/or Third Party Software.
- c) All software drivers shall be, at a minimum, Windows 7 compliant, and all Devices must have universal software drivers.
- d) Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software, as referenced in Attachment J, unless otherwise stated in a Participating Addendum. However, the Master Agreement will supersede and control if there is conflicting language between the Master Agreement, and any software license agreement.

4.3.7. Consumable Supplies

- a) Contractor shall offer OEM or compatible Ink and Roll paper for Group E Devices. The Ink and/or paper may be purchased as standalone items, and will not be included as part of a Maintenance Agreement, nor will it be wrapped into the Total Monthly Payment on a lease or rental agreement.
- b) Contractor shall offer OEM or compatible consumable for Supplies for Groups A, B, C, D, and F. These Supplies may be purchased as standalone items or included as part of a Maintenance Agreement. Under no circumstances may the Supplies, regardless of quantity, be financed, unless they are start-up Supplies. The Supplies offered may include, but shall not be limited to, the following:
 - i) Toner;
 - ii) Staples;
 - iii) Ink;
 - iv) Print Cartridges;
 - v) Imaging Drums;
 - vi) Fuser Kits;
 - vii) Transfer Kits;
 - viii) Waste Toner Bottles;
 - ix) Fuser Oil;
 - x) Developer;
 - xi) Rollers and Pads; and
 - xii) Maintenance Kits.
- c) Toner must be free of carcinogenic, mutagenic, or teratogenic substances.

- d) Contractor shall provide the Purchasing Entity with a method to return the empty toner cartridges at no additional charge.

4.3.8. Open Market Items

- a) Contractor may offer Not Specifically Priced (NSP) items that compliment or enhance the Products and/or Services. NSP items will not include:
 - i) Interactive White boards;
 - ii) Computers, monitors, or other related items;
 - iii) Fax machines;
 - iv) Overhead Projectors; and
 - v) Cameras.
- b) NSP items may only be acquired through the Contractor or their Authorized Dealers and must be reported quarterly with all other sales.
- c) NSP items must be priced at a minimum discount of 15% from MSRP or List Price.
- d) NSP items shall not be offered to a Purchasing Entity as a stand-alone option, and the maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.
- e) It shall be at the discretion of the Participating State or Entity to allow Open Market Items in their Participating Addendum.

4.3.9. Emerging Technologies

- a) Upon approval from the Lead State, Contractor may add new, related technology.
- b) Technology does not have to be restricted to OEM, nor does it have to be Private Labeled.
- c) Any new technology that a Contractor requests to add to their Price List must contain a full description of the Product, along with MSRP and pricing information, as well as an explanation/justification as to how the Product conforms to the requirements of this Master Agreement.
- d) Any new technology must be priced at a minimum discount of 1%.

4.4. Service Offerings

4.4.1. Managed Print Services

- a) Contractor shall provide the following:
 - i) **Free Initial Assessment** – which shall include the following:
 - 1) Document workflow
 - 2) Identification of Service, Supplies, and parts
 - 3) Current output
 - 4) Total Cost of Ownership (TCO)
 - 5) Employee to Device ratio
 - 6) Preliminary estimated cost savings
 - ii) **Implementation** – which shall consist of the following:

- 1) Plan Development
- 2) Hardware and Software Installation and Set-up
- iii) **Remote Device Monitoring** – which shall include the following:
 - 1) Job Accounting
 - 2) Automated Meter Reads
 - 3) Automated Toner Replenishment
 - 4) Consult App Fleet Monitoring Tool (required for Automated Meter Reads and Automated Toner Replenishment)
- iv) **End-user Support** – which shall include the following:
 - 1) Training
 - 2) Help Desk Services
 - 3) Preventative Maintenance
 - 4) Service and Repair
 - 5) On-site break/fix
 - 6) Clean Planet Recycling Plan
- v) **Account Management** – which shall include the following:
 - 1) Reporting
 - 2) Invoicing
 - 3) Customer Business Reviews
 - 4) Consumable Spend
 - 5) Continual Assessments
 - 6) Green Initiatives
- b) Contractor may also provide the following:
 - i) **Ongoing Fleet Management and Optimization**
 - 1) Flat Rate MPS
 - 2) Disaster Recovery
 - ii) **Professional Services**
 - 1) Consulting
 - 2) Project Management
 - 3) Records Management
 - 4) Network and Data Security
 - 5) Document Workflow Consulting
 - 6) Document Scanning
 - 7) Back-file Conversion
- c) All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, as referenced in **Attachment H (Konica MPS Statement of Work)**, and it must be approved by both parties prior to the initiation of any engagement.

- d) The free initial assessment shall not constitute a commitment on behalf of the Purchasing Entity. Upon request from a Purchasing Entity, Contractor must provide the assessment with the understanding that the Purchasing Entity is under no obligation to enter into an MPS engagement.
- e) MPS pricing and billing options shall be flexible, as long as pricing doesn't exceed Master Agreement pricing, and the Purchasing Entity will drive the complexity of the solution required with a staged approach to implementation.

4.4.2. Maintenance Agreements

a) Pricing

- i) Pricing shall include a zero base, cost per click rate for b&w and/or color for Groups A, B, C and D.
- ii) Pricing for a monthly base charge, a set copy allowance and an overage rate for b&w and/or color shall also be provided.
- iii) Pricing must be provided that includes all parts, labor, Preventative Maintenance, Service Calls, and Supplies for Groups A, B, C and D.
- iv) A pricing option for ALL Groups shall include parts, labor, Preventative Maintenance (if applicable), and Service Calls, but excludes Supplies.
- v) Paper and ink for Group E Devices shall not be included as part of the Service and Supply pricing.
- vi) Contractor may increase their Service and Supply pricing to include staples (if applicable to the Device).
- vii) Contractor may charge flat rate fees for Services performed on any Accessories.
- viii) Service Calls due to misuse, neglect or abuse shall not be covered by the Maintenance Agreement, and Contractor and Authorized Dealers may bill the Purchasing Entity at an hourly rate for Services rendered.
- ix) **11"x17" impressions:**
 - 1) Shall be counted as two (2) clicks on Group A Devices; and
 - 2) May be counted as two (2) clicks on Group C Devices.
- x) Contractor shall offer a one (1) click rate that encompasses all paper sizes for Group C Devices.
- xi) A two-sided document shall be counted as two (2) clicks.
- xii) Contractor must not charge for scans on any MFD.
- xiii) **Initial Term:**
 - 1) Pricing shall remain firm for the initial term of the Maintenance Agreement.
 - 2) For lease and rental Equipment, the Maintenance Agreement term is equal to the term of the lease or rental (i.e. 18, 24, 36, 48, or 60 months).
 - 3) For purchased Equipment, the initial term is whatever period of time the Purchasing Entity elects, as long as it does not exceed 60 months.
- xiv) **Renewal Term:**
 - 1) If a Purchasing Entity wishes to renew a Maintenance Agreement for Equipment that was acquired under this Master Agreement, then the Contractor may negotiate new pricing. This pricing shall not exceed this Master Agreement pricing.

- 2) If a Purchasing Entity wishes to renew a Maintenance Agreement for Equipment that was acquired under Master Agreement (3091), then §4.4.2(f) shall apply.
- b) Blended Rates**
 - i) Contractor shall have the ability to blend the Service and Supply costs over a large Equipment fleet, and the Blended Rate must cover all units in the fleet.
 - ii) The Blended Rate must be divided between b&w and color.
 - iii) Contractor shall provide the Purchasing Entity with the Blended Rate calculation prior to Order placement.
 - iv) Utilizing a Blended Rate shall be at the discretion of the Participating State or Entity.
 - c) Manual Meter Reads**
 - i) Contractor may collect meter reads from a Purchasing Entity via electronic means.
 - ii) Meter reads may be submitted via the Contractor's online portal, or through e-mail, or facsimile.
 - iii) A Participating State or Entity may also elect, at their discretion, to submit meter reads through the Device.
 - d) Customer Owned Equipment**
 - i) Purchasing Entity's may elect to enter into a Maintenance Agreement for Equipment they already own, or Equipment they acquire through an up-front purchase.
 - ii) The Maintenance Agreement may be priced on a flat rate fee, which shall include parts, labor, Preventative Maintenance (if applicable) and Service calls. Supplies may or may not be included.
 - iii) The Maintenance Agreement shall not be subject to automatic renewals.
 - e) Lease or Rental Equipment**
 - i) Contractor shall be required to provide a Maintenance Agreement on all Equipment that is leased or rented by a Purchasing Entity.
 - ii) The Maintenance Agreement shall be priced based on a cost per click rate, or a monthly base charge.
 - f) Legacy Equipment**
 - i) Upon request from the Purchasing Entity, Contractor may provide Maintenance Agreements on any Equipment that is owned or was leased or rented through Master Agreement (3091), or via any other means, providing the following conditions are met:
 - 1) The Device has not reached the end of its Useful Life;
 - 2) The maximum term of the Maintenance Agreement does not exceed the Useful Life of the Device, unless otherwise specified in a Participating Addendum; and
 - 3) The Maintenance Agreement adheres to the same requirements as outlined in §4.4.2(d) and §4.4.2(e).
 - ii) Devices that were previously serviced by another Dealer or Manufacturer must be inspected and repaired, if necessary. Upon mutual agreement, Contractor may charge Purchasing Entity for any parts and/or labor required to bring the Device up to acceptable maintenance levels.
 - iii) If the Device has been at the Purchasing Entity's location for less than five (5) years, then Maintenance Agreement pricing shall not exceed this Master Agreement pricing, until the

Purchasing Entity reaches the five (5) year mark. Refer to §4.4.2(f)(iv) below for additional information.

- iv) If the Device has been at the Purchasing Entity's location for more than five (5) years, then Maintenance Agreement pricing shall not exceed 107% of the Service and Supply pricing in this Master Agreement for years 5 through 7, and 110% for years 8 and beyond. The Service and Supply pricing that will be used for this calculation will be based on the following:
 - 1) The Group and Segment to which the Device is categorized; and
 - 2) The Service and Supply pricing for that Group and Segment, as listed under Newly Manufactured Equipment in this Master Agreement.

4.4.3. Service Requirements

- a) **Technicians.** All technicians shall be factory trained by the OEM and certified to Service the Devices.
- b) **Standard Service Levels.** Participating States and/or Entities shall negotiate their own Service Level Agreement (SLA) with the Contractor. The SLA, must, at a minimum, adhere to the following requirements:
 - i) **End-User Training**
 - 1) An initial, no charge, on-site, one-hour training session for each Device, must be offered by Contractor for all non-desktop Products placed at each Purchasing Entity's location. For drop-shipped or desktop Products, Contractor shall offer an initial, one-hour, no charge, web-based, or on-line training session.
 - 2) Technical support training shall also be included in the initial, no charge training, and will include network connectivity and print driver installation. This training will be in addition to the one-hour of free training for Device operation.
 - 3) If Purchasing Entity elects to exercise the training option, then Contractor shall provide the training within two (2) weeks of requested date for on-site training, and two (2) hours for phone/technical support.
 - 4) Contractor shall offer additional on-site, one-hour training sessions for a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity prior to Order placement.
 - 5) Contractor must provide on-site or off-site operational training to designated Purchasing Entity personnel, until the personnel are able to operate the Equipment independently. Pricing for operational training shall be based on a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity prior to Order placement.
 - 6) Product literature, user-manuals, and access to on-line resources are available to the Purchasing Entity via Contractor's website.
 - 7) If technical support requests arise, the Purchasing Entity may contact the Contractor's dedicated GCS support number at 800-456-5664 for trouble-shooting assistance.
 - ii) **Preventative Maintenance.** Contractor shall perform all Preventative Maintenance Services at the Manufacturer's suggested intervals, or as specified in an Order. This Service shall be performed before the prescribed copy volumes are reached. Preventative Maintenance shall not be a requirement on desktop Devices.
 - iii) **Equipment Performance**

- 1) Equipment Downtime due to lack of consumable Supplies is not acceptable. Contractor shall ensure that consumable Supplies are available for purchase under this Master Agreement at all times to ensure amounts required for Device performance are met.
 - 2) Equipment Uptime is based on full Equipment availability producing quality output. Uptime average is calculated as $[(\text{Availability Hours}) - (\text{Downtime})] / (\text{Availability Hours})$ with the Product rounded down to the nearest whole number.
 - 3) Contractor shall guarantee that on a quarterly basis, the fleet of Devices for each Purchasing Entity will be operational at least 96% of the time, during Normal Business Hours for Groups A, B, D, E, and F.
 - 4) Contractor shall ensure that the fleet of Devices for each Purchasing Entity shall have a first-time-fix of 80% or better for all Service calls.
 - 5) If any fleet of Devices fails to perform at the operation level specified in §4.4.3(b)(iii)(3) and (4) then §4.11.11 shall apply.
 - 6) Contractor must provide daily communication to the Purchasing Entity regarding inoperable Equipment, including updates regarding resolution timeframe, and any parts, Accessories, or Devices on back-order.
- iv) **Loaner Equipment.** If any Device is inoperable for two (2) Business Days, due to Equipment malfunction, as reasonably determined by Contractor, then Contractor shall provide the Purchasing Entity with:
- 1) A loaner Device of similar speed and capabilities until such time as the inoperable Device(s) are now operable; or
 - 2) Provide the Purchasing Entity with off-site manned production capabilities to accomplish the work of the unit that is inoperable at the sole expense of the Contractor. Such costs shall be limited to the cost of production (Service and Supplies), Equipment, labor, and transportation to and from the off-site production facility and the Purchasing Entity location.
 - 3) **Customer One Guarantee.** For Equipment covered by this Guarantee under full continuous maintenance coverage from the date of installation, and for up to a maximum of five (5) years, Contractor shall offer a Customer One Guarantee which states:
 - Should covered Equipment be out of Service, due to maintenance needs, for more than sixteen (16) consecutive Business Hours, or if a production print unit is out of Service for more than twenty-four (24) hours, Contractor shall provide a loaner unit of similar capabilities upon request.
 - Any unit that Contractor determines cannot be properly repaired to Manufacturer's specifications will be eligible for a replacement unit of substantially similar or greater capabilities, at no additional charge. Replacement shall be a new MFP Device within the first two (2) years of installation and the replacement unit thereafter may be other than new.
 - Customer owned non-Konica Minolta assets, subject to a Managed Print Service contract supplement, are not covered by this Customer One Guarantee.
- v) **Repair Parts**
- 1) Contractor shall guarantee the availability of repair parts for a minimum of five (5) years after the Purchasing Entity's Acceptance of any Device.

- 2) All Device components, spare parts, application software, and ancillary Equipment that is supplied under this Master Agreement, must conform to Manufacturer specifications.
- 3) Contractor shall be responsible for ensuring that any repair parts are operable and installed in accordance with Manufacturer specifications.
- 4) Repair parts may be new, reconditioned, reprocessed or recovered.

vi) Replacement Equipment

- 1) If Purchasing Entity is not satisfied with any Device, Contractor will, at Purchasing Entity's written request, replace it without charge with an equivalent unit or, upon mutual agreement with the Purchasing Entity, with a Device of comparable features and capabilities.
- 2) Prior to installing a substitute Device, Contractor will be allowed thirty (30) days to remedy any quality or reliability issues.

vii) Service Zones

- 1) Unless otherwise specified in a Participating Addendum, Contractor shall adhere to the following Service Call Response Times based on the distance that their Service Base Location is from the Purchasing Entity:

Service Zone	Response Time
Within 50 miles of branch or Authorized Dealer location	4 - 6 business hours
50+ miles outside of branch or Authorized Dealer location	6 – 8 business hours

- 2) Service Call Response Times for any Konica Minolta printer shall be the following Business Day.
- 3) Repair or replacement of parts and/or Devices shall occur within four (4) Business Days of Contractor arriving at Purchasing Entity's location, with the following exception:
 - If Contractor is drop-shipping a new Device to replace a defective Device, then Purchasing Entity must receive the new Device within three (3) Business Days.
- 4) Contractor may charge different rates according to each Service zone.

viii) Service Logs

- 1) Contractors shall maintain a Service log which describes the maintenance and repair Services provided for each Device.
- 2) A no-cost copy of Service logs/reports must be provided to the Purchasing Entity or Participating State or Entity, within five (5) Business Days of the request.

ix) Equipment Relocation

- 1) Equipment relocation Services include dismantling, packing, transporting, and re-installing Equipment.
- 2) Contractor may charge for this Service based on the following table:

Service Zone	Distance from original placement of Device	Charge
1	Within the same building	No Charge Allowed*
2	Up to 50 miles from building in which Device was originally placed	Flat Rate Fee, plus Per Mile or Hourly Fee
3	More than 50 miles from building in which Device was originally placed	Flat Rate Fee, plus Per Mile or Hourly Fee

*Contractor may charge Purchasing Entities a mutually agreed upon price for special rigging in the event a Purchasing Entity's demographics require such rigging for Zone 1 relocation's. The price shall be agreed upon in writing by Contractor and Purchasing Entity prior to any Equipment relocation in Zone 1.

- 3) Contractor shall not charge for any fees incurred due to fuel or tolls.
- 4) Moves must be performed within thirty (30) calendar days of the Purchasing Entity request. Request may be verbal or written, but Contractor must confirm the request in writing and provide a date that the move will occur. Written confirmation must be sent to the Purchasing Entity within three (3) Business Days of request. In the event that there will be a delay in these Services, Contractor shall communicate with Purchasing Entity and agree on a mutually beneficial time-frame.

c) Meter Read Invoicing

- i) In order for Contractor to generate accurate invoices, Purchasing Entities shall provide meter reads within the Contractor's requested time-frame.
- ii) Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.
- iii) The Purchasing Entity shall provide written notice of any such alleged invoicing issue and the Contractor will be allowed a thirty (30) day cure period to address any such issue. During the thirty (30) day cure period, the Purchasing Entity will not be assessed any late fees for failure to submit payment by the invoice due date.
- iv) Failure on the Contractor's part to maintain accurate invoicing shall result in a \$25.00 per instance credit on the following month's invoice.

d) Service Level Calculations

- i) At the discretion of the Participating State or Entity, Contractor shall produce reports that can be measured against the required SLA components. Refer to §4.4.3(e) for reporting requirements.
- ii) The Participating State or Entity shall determine how the reports will be utilized and whether liquidated damages will be assessed for failure to meet the SLA requirements. Any liquidated damages or penalty structure shall be defined in the Participating State or Entity's Participating Addendum.

e) Reporting. Contractor shall provide periodic reporting to all Purchasing Entities upon request. The reports shall be provided on a quarterly basis, or at the discretion of the Participating State or Entity. The report may include, but not be limited to, the following:

- 1) Up-time percentage (%) per fleet of Devices;
- 2) Number of Service Calls placed;
- 3) Response Time per Device;

- 4) Dates that Preventative Maintenance was performed, if applicable;
- 5) Hours of end-user training performed;
- 6) Estimated end of Useful Life per Device, based on current usage;
- 7) Location of Devices;
- 8) Click usage per Device; and
- 9) EPEAT certification level of each Device.

4.4.4. Software Subscriptions

- a) Software pricing shall be inclusive of available software patches and any updates.
- b) Purchasing Entities shall have the option to finance software subscriptions according to the lease and rental rates listed in Groups A, B, C, D, E, and F of the Master Agreement.
- c) Any new releases of software versions (upgrades) shall be chargeable to the Purchasing Entity; however, Contractor may not charge for the installation of the software upgrade.
- d) License fees and support fees shall remain firm throughout the term of the agreement.
- e) Software subscriptions shall not be subject to automatic renewals. Should there be any conflicting language between the software end user license agreement and the Master Agreement, the Master Agreement shall govern and control.
- f) Contractor shall be responsible for communicating all updates, patches, and new releases/versions to Purchasing Entities.
- g) Contractor shall provide a web-based or toll-free hotline during Normal Business Hours for Purchasing Entities to report software problems or answer software related questions.

4.5. Purchase, Lease, and Rental Programs

4.5.1. Contractor shall offer the following acquisition methods:

Financial Vehicle	Standard Terms Offered
Purchase	N/A
Fair Market Value Lease	18, 24, 36, 48 and 60 months
\$1 Buyout Lease	
Straight Lease	
Cancellable Rental	24, 36, 48 and 60 months

4.5.2. All Products on Contractor's Price List may be purchased, leased or rented, either as a packaged-deal, or stand-alone item.

4.5.3. Equipment Trade-In

- a) A Purchasing Entity shall have the option, at the Contractors sole discretion, and based upon Participating State or Entity regulations and laws, and Purchasing Entity policies, to do an Equipment Trade-In, when placing a purchase, lease or rental Order.
- b) The value for the Equipment Trade-In shall be negotiated by the Purchasing Entity and the Contractor, and shall not include any disposal or shipping fees.

4.5.4. Lease and Rental Rates

- a) Contractor shall include an estimated property tax amount in their lease and rental rates.

- b) The rate for any lease or rental shall remain fixed throughout the Initial Lease or Rental Term.
- c) Equipment Payments for Renewal Terms shall never exceed Master Agreement pricing.
- d) If a Purchasing Entity enters into a Renewal Term, then the Equipment Payment will be subject to the lease and rental rates listed in the most recent Price List(s) posted on the NASPO ValuePoint website.
- e) Contractor may update lease and rental rates on a quarterly basis to allow for changes in the financial market. The rates must be indexed against the US Daily Treasury Yield Curve Rates, or something similar, and must be the rate in effect at the end of each calendar quarter. Refer to <https://www.treasury.gov/resource-center/data-chart-center/interest-rates/Pages/TextView.aspx?data=yield> for additional information.
- f) On a quarterly basis, Contractor may update the personal property tax uplift on lease and rental rates based on the participation of states not listed in the RFP, or a change in the property tax assessed by a states that are listed in the RFP.
- g) Contractor shall offer Coterminous lease and rental rates to any Purchasing Entity wishing to add Products to an existing lease or rental agreement.

4.5.5. Leasing and Rental Overview

- a) All lease and rental programs must remain with the Contractor or Authorized Dealers through an in-house leasing program, or through the financial branch or subsidiary of the Contractor. In addition, Contractor and their Authorized Dealers may use or assign payments to Third Party leasing companies, but all billing must be invoiced in the name of the Contractor or their Authorized Dealer, and all contractual obligations shall remain with the Contractor.
- b) A Purchasing Entity may lease or rent Equipment pursuant to the terms and conditions identified herein.
- c) Lease and rental agreements shall not be subject to automatic renewals.
- d) In the event that the term of a lease or rental agreement extends beyond the term of the Participating Addendum, the terms and conditions of this Master Agreement and Participating Addendum shall continue to apply.
- e) A lease or rental agreement issued prior to the termination of this Master Agreement and Participating Addendum, shall survive the termination of this Master Agreement and the Participating Addendum.
- f) With the exception of a \$1 Buyout Lease arrangement, or unless exercising the purchase option on an FMV Lease, a Purchasing Entity shall return the Equipment at the end of the Initial Lease or Rental Term, or at the end of the Renewal Lease or Rental Term, or the Contractor may pick the Equipment up, without any further financial obligations to the Purchasing Entity.
- g) Equipment pickups must be performed within thirty (30) calendar days of the end of the Initial or Renewal Term.
- h) Equipment returns must be performed within thirty (30) calendar days after the Contractor or Authorized Dealer provides return shipping instructions to the Purchasing Entity.
- i) Contractor shall be responsible for all Product pickup and return costs.

- j) The maximum term on any Initial Lease Term shall be 60 months.
- k) The length of a Renewal Term shall be at the discretion of the Participating State or Entity, but at no time shall the Renewal Term exceed the Useful Life of the Equipment.
- l) All Renewal Terms shall be billed on a monthly basis.

4.5.6. Leasing and Rental Options

a) FMV Lease

- i) A Purchasing Entity shall have the option to enter into an Initial Lease Term of 18, 24, 36, 48 or 60 months, at the discretion of the Participating State or Entity.
- ii) Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
 - 1) Exercise their purchase option;
 - 2) Renew the lease on a month to month basis, or a 12-month basis, at the discretion of the Participating State or Entity; or
 - 3) Return the Equipment to the Contractor, or have the Contractor pick the Equipment up.

b) \$1 Buyout Lease

- i) A Purchasing Entity shall have the option to enter into an Initial Lease Term of 18, 24, 36, 48 or 60 months, at the discretion of the Participating State or Entity.
- ii) Upon the expiration of the Initial Lease Term, the Contractor shall provide title to the Equipment to the Purchasing Entity, or as otherwise determined in a Participating Addendum, and the Purchasing Entity shall not be subject to any additional expense in order to assume possession of the Equipment.

c) Straight Lease

- i) A Purchasing Entity shall have the option to enter into an Initial Lease Term of 18, 24, 36, 48 or 60 months, at the discretion of the Participating State or Entity.
- ii) Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
 - 1) Renew the lease on a month to month basis, or a 12-month basis, at the discretion of the Participating State or Entity; or
 - 2) Return the Equipment to the Contractor, or have the Contractor pick the Equipment up.

d) Cancellable Rental

- i) A Purchasing Entity shall have the option to enter into an Initial Rental Term of 24, 36, 48 or 60 months, at the discretion of the Participating State or Entity.
- ii) A Purchasing Entity shall have the option to cancel the rental at any time throughout the term of the agreement, by providing the Contractor with a thirty (30) day prior written notice.
- iii) Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
 - 1) Renew the lease on a month to month basis, or a 12-month basis, at the discretion of the Participating State or Entity; or

- 2) Return the Equipment to the Contractor, or have the Contractor pick the Equipment up.

4.5.7. Leasing and Rental Terms and Conditions

a) Possession and Return of Lease and Rental Equipment

- i) Purchasing Entity is responsible for risk of loss to the Products while the Products are in Purchasing Entity's possession. Purchasing Entity shall be relieved of all risks of loss or damage to the Products during periods of transportation and de-installation.
 - ii) Contractor or Authorized Dealer must notify a Purchasing Entity, in writing, of their End of Term (EOT) options at least sixty (60) to ninety (90) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:
 - 1) Any acquisition or return options, based on the type of lease or rental agreement;
 - 2) Any renewal options, if applicable; and/or
 - 3) Hard drive removal and surrender cost, if applicable.
 - iii) If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged, unless otherwise specified in a Participating State or Entity's Participating Addendum.
 - iv) If Purchasing Entity does not exercise the purchase or renewal option, it will immediately make the Product available to Contractor in as good of condition as when Purchasing Entity received it, except for ordinary wear and tear.
- b) Payment.** The first scheduled payment (as specified in the applicable Order), will be due following the Acceptance of the Products, or such later date as Contractor may designate. The remaining payments will be due on the same day of each subsequent month, unless otherwise specified in the applicable Order.
- c) Buyout to Keep Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Keep option on an FMV or \$1 Buyout Lease.
- d) Buyout to Return Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Return option on an FMV, \$1 Buyout or Straight Lease, and return the Equipment to the Contractor in good working condition (ordinary wear and tear excepted).
- e) Equipment Upgrade or Downgrade.** A Purchasing Entity may do an Equipment Upgrade or Downgrade on a lease or rental at any time throughout the term of the lease or rental agreement (limited to 10% or less of the entire fleet). The Purchasing Entity and the Contractor shall negotiate the price of the Equipment Upgrade or Downgrade, but at no time shall the total cost of the Equipment Upgrade or Downgrade be less than the remaining stream of Equipment Payments.
- f) Non-appropriation of Funds.** For qualified Purchasing Entities, the continuation of any lease or rental agreement will be subject to, and contingent upon, sufficient funds being made available by the Participating State Legislature and/or federal sources. The Purchasing Entity may terminate any such lease or rental agreement, and Contractor waives any and all claim(s)

for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Purchasing Entity's funding sources are not available.

g) Assignment

- i) Purchasing Entity has no right to sell, transfer, encumber, sublet or assign the Product or any lease or rental agreement without Contractor's prior written consent (which consent shall not be unreasonably withheld).
- ii) Purchasing Entity agrees that Contractor may not sell or assign any portion of Contractor's interests in the Product and/or these Lease or Rental Terms or any Order for leases or rentals, without notice to Purchasing Entity even if less than all the payments have been assigned, except as provided for in §4.5.5(a) . In that event, the assignee (the "Assignee") will have such rights as Contractor assigns to them, but none of Contractor's obligations (Contractor will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that Purchasing Entity may have against Contractor.
- iii) No assignment to an Assignee will release Contractor from any obligations Contractor may have to Purchasing Entity.

h) Early Termination Charges

- i) Except in the case of Non-appropriation of funds for qualified Purchasing Entities, FMV, \$1 Buyout and Straight Leases shall be subject to an early termination charge, and shall involve the return of the Equipment (in good working condition; ordinary wear and tear excepted) by the Purchasing Entity to the Contractor. With respect to the Equipment, the termination charge shall not exceed the balance of remaining Equipment Payments (including any current and past due amounts), and with respect to Service or maintenance obligations, the termination charge shall not exceed four (4) months of the Service and Supply base charge or twenty-five percent (25%) of the remaining Maintenance Agreement term, whichever is less.
 - ii) Cancellable Rentals shall not exceed a termination charge of three (3) months of Total Monthly Payments, or as otherwise agreed to by the Participating State or Entity.
- i) Default.** Each of the following is a "default" under these lease and rental terms:
- i) Purchasing Entity fails to pay any payment or any other amount within forty-five (45) days (or as otherwise agreed to in a Participating Addendum) of its due date;
 - ii) Any representation or warranty made by Purchasing Entity in these lease or rental terms is false or incorrect and Purchasing Entity does not perform any of its obligations under these lease or rental terms, and this failure continues for forty-five (45) days (or as otherwise agreed to in a Participating Addendum) after Contractor has notified Purchasing Entity;
 - iii) Purchasing Entity or any guarantor makes an assignment for the benefit of creditors;
 - iv) Any guarantor dies, stops doing business as a going concern, or transfers all or substantially all of such guarantor's assets; or
 - v) Purchasing Entity stops doing business as a going concern or transfers all or substantially all of Purchasing Entity's assets.
- j) Remedies.** If a Purchasing Entity defaults on a rental or lease agreement, then Contractor, in addition to, or in lieu of, the remedies set forth in this Master Agreement, and Participating Addendum, may do one or more of the following:

- i) Cancel or terminate any or all Orders, and/or any or all other agreements that Contractor has entered into with Purchasing Entity;
- ii) Require Purchasing Entity to immediately pay to Contractor, as compensation for loss of Contractor's bargain and not as a penalty, a sum equal to:
 - 1) All past due payments and all other amounts payable under the lease or rental agreement;
 - 2) All unpaid payments for the remainder of the lease or rental term, discounted at a rate equal to three percent (3%) per year to the date of default; and
 - 3) Require Purchasing Entity to deliver the Product to Contractor per mutual arrangements.

4.6. Security Requirements

4.6.1. Network and Data Security

- a) Devices may be configured to include a variety of data security features. The set-up of such features shall be at the discretion of the Purchasing Entity, and all costs associated with their implementation must be conveyed by Contractor prior to Order placement.
- b) Contractor will not be permitted to download, transfer, or access print data stored on the Device in either hard drive or chip memory. Only system management accessibility will be allowed.
- c) Contractor shall ensure that delivery and performance of all Services shall adhere to the requirements and standards as outlined in each Participating State or Entity's Participating Addendum.

4.6.2. Sensitive Information. Sensitive information that is contained in any Legacy Equipment or applications shall be encrypted if practical. In addition, sensitive data will be encrypted in all newly developed applications. Since sensitive information is subjective, it shall be defined by each Participating State or Entity in their Participating Addendum.

4.6.3. Data Breach. Contractor shall have an incident response process that follows National Institute of Standards and Technology (NIST) standards as referenced in Special Publication 800-61, Revision 2 (available at <http://dx.doi.org/10.6028/NIST.SP.800-61r2>) and includes, at a minimum, breach detection, breach notification, and breach response.

4.6.4. Authentication and Access

- a) Any network connected Device must offer authentication for all features via LDAP and/or Windows AD, as well as the ability to disable authentication for any or all features.
- b) Any network connected Device must have the ability to connect via Dynamic Host Configuration Protocol (DHCP) or Static IP address.
- c) The credential information for any remote authentication method may not be maintained within the Device's memory.
- d) Access to the Device's administrative functions must be password protected per the Participating State or Entity requirements, and the default settings must be changed at the time of Equipment installation.

4.6.5. Hard Drive Removal and Surrender

- a) At Equipment install, the bizhub SECURE option may be available per Device for new Konica Minolta Equipment acquired under this Master Agreement. Value-added security functions can be enabled for:
 - i) Hard drive encryption;
 - ii) Hard drive lock password;
 - iii) Automatic deletion of temporary image data; and/or
 - iv) Data overwrite of electronic documents.
- b) At the end of the Lease or Rental Term, Contractor shall offer the following options for Konica Minolta Equipment only, and upon written request and authorization from the Purchasing Entity:
 - i) **As-is disposal.** Equipment will be picked up according to the respective terms and conditions of the Order, and disposed of accordingly in a responsible manner. The internal data of the Equipment will not be altered or modified in any way.
 - ii) **In-place data cleaning.** Where available, a Contractor field engineer will perform a “data overwrite” of the hard drive using built-in sanitization technology. The drive will be cleared of data and re-initialized in the Device before disposal. Availability of this option depends on model and configuration.
 - iii) **Hard Drive replacement and return.** At the time of disposal, the internal hard drive will be removed and sealed in a container that will be returned to the Purchasing Entity. A replacement hard drive will be installed and re-initialized with the generic Device control programs. Availability of this option depends on model and configuration.
- c) If Contractor takes possession of any Device at the Purchasing Entity’s location, then they shall also remove any ink, toner, and associated Supplies (drum, fuser, etc.) and dispose of them in accordance with applicable law, as well as environmental, and health considerations, or as otherwise specified in a Participating Addendum.
- d) Hard drive sanitation shall be at no expense to the Purchasing Entity; however, Contractor may charge the Purchasing Entity a fee if the Purchasing Entity elects to keep the hard drive in their possession. Contractor must disclose the price for removal and surrender of the hard drive, prior to Order placement, and shall provide the Purchasing Entity with a copy of **Attachment I (Konica MFP Hard Drive Secure Disposal Terms and Conditions)**, and **Attachment H (Konica Hard Drive Disposal Options)**, as modified and approved by the Participating State or Entity.
- e) If the hard drive is not removable, or the Device does not contain a hard drive, then Contractor must convey this to the Purchasing Entity at the time of Order placement. In the case of a non-removable hard drive, §4.6.5(b)(ii) shall apply.
- f) If a Contractor is removing another Manufacturer’s Equipment, they are not permitted to remove the hard drive. Only the Manufacturer or their Authorized Dealer shall remove hard drives in their own Devices. Contractor shall work with the Manufacturer to ensure the requirements pursuant to this Subsection are met to the best of their abilities.

4.7. Equipment Demonstration Requirements

- 4.7.1. Contractor must offer trial or demonstration Equipment for Group A, Group B, and if requested by the Purchasing Entity, Group C, Group D, Group E, and Group F.

- 4.7.2. Trial or demonstration Equipment may be new or used; however, no used, Remanufactured, or Refurbished Devices shall be converted to a purchase, lease, or rental.
- 4.7.3. At the discretion of the Participating State or Entity, and upon request by a Purchasing Entity, showroom Equipment for Groups A, B, and C may be converted to a purchase, lease, or rental providing the following conditions are met:
- a) The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined);
 - b) The meter count on Group C Devices not exceed 50,000 copies total (i.e. b&w and color combined);
 - c) The Device must be discounted by at least 5% off of this Master Agreement pricing for that same Device; and
 - d) The Purchasing Entity and the Contractor indicate on the Order that the Device is a showroom model.
- 4.7.4. Any trial or demonstration period shall not exceed thirty (30) calendar days.

4.8. Shipping and Delivery Requirements

- 4.8.1. All Orders, regardless of quantity, shall be delivered to the Purchasing Entity within thirty (30) calendar days after Contractor receipt of Order, unless otherwise specified by a Purchasing Entity.
- 4.8.2. Software related to the Device must be installed within five (5) Business Days of the Device installation, or as otherwise stated in an Order.
- 4.8.3. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. The minimum shipment amount, if any, will be found in the special terms and conditions. Any Order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.
- 4.8.4. Responsibility and liability for loss or damage shall transfer to the Purchasing Entity upon delivery of the Product, except as to material defects, fraud and Contractor's warranty obligations, which shall remain with the Contractor.
- 4.8.5. All deliveries shall be made during Normal Business Hours, which may vary for each Purchasing Entity of each Participating State.
- 4.8.6. It shall be the responsibility of the Contractor to be aware of the delivery days and receiving hours for each Purchasing Entity.
- 4.8.7. The Purchasing Entity shall not be responsible for any additional charges, should the Contractor fail to observe specific delivery days and receiving hours.
- 4.8.8. The delivery days and delivery hours shall be established by the Purchasing Entity at the time of Order placement.
- 4.8.9. All deliveries, with the exception of drop-shipped or desktop Products, shall be made to the interior location specified by the Purchasing Entity. Specific delivery instructions will be noted on the Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

- 4.8.10. Products shall be packaged and labeled so as to satisfy all legal and commercial requirements applicable for use by any Purchasing Entity, and shall include, without limitation and if applicable, OSHA material safety data sheets, and shall conform to all statements made on the label.
- 4.8.11. Packages that cannot be clearly identified may be refused and/or returned at no cost to the Purchasing Entity.
- 4.8.12. **Laws and Regulations.** Any and all Products and Services offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

4.9. Equipment Installation Requirements

- 4.9.1. Prior to Order acceptance, Contractor must advise Purchasing Entity of any specialized installation and site requirements for the delivery and installation of Device. This information should include, but is not limited to, the following:
 - a) Air conditioning;
 - b) Electrical;
 - c) Special grounding;
 - d) Cabling;
 - e) Space;
 - f) Humidity and temperature limits; and
 - g) Other considerations critical to the installation.
- 4.9.2. The Purchasing Entity shall be responsible for furnishing and installing any special wiring or dedicated lines.
- 4.9.3. Network installation shall include configuration of the Device for the proper network protocols, and installation of the appropriate print drivers on up to five (5) computers per Device, or as otherwise specified in a Participating Addendum.
- 4.9.4. If applicable, all Devices must be set-up with Preventative Maintenance notifications turned on, and with the most environmentally responsible defaults enabled, including Energy Star saving settings.
- 4.9.5. Contractor may charge for excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the Purchasing Entity prior to the signature of any Order, and shall be based on the actual expenditures of Contractor or Authorized Dealer. In addition, Contractor may charge for expedited shipping.
- 4.9.6. Contractor or Authorized Dealers shall affix a label or a decal to the Device at the time of installation which shows the name, address, and telephone number of Contractor or Authorized Dealer responsible for warranty Service of the Equipment.
- 4.9.7. Contractor shall clean-up and remove all debris and rubbish resulting from their work as required by the Purchasing Entity. Upon completion of the work, the premises shall be left in good repair and in an orderly, neat, clean, and unobstructed condition.

4.10. Inspection and Acceptance

- 4.10.1. All Products are subject to inspection at reasonable times and places before Acceptance.

- 4.10.2.** If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option:
- a) Declare Contractor to be in breach and terminate the Order;
 - b) Demand replacement Product from Contractor at no additional cost to Purchasing Entity; or,
 - c) Continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met.
- 4.10.3.** Purchasing Entity shall confirm delivery, installation and Acceptance of all Products covered by each purchase, lease, or rental Order, by signing a Delivery and Acceptance Certificate (D&A), as referenced in **Exhibit B (Sample D&A Certificate)**, which shows Acceptance of the Product(s) and allows Contractor to invoice for the Products(s).
- 4.10.4.** Purchasing Entity agrees to sign and return the D&A to Contractor (which, at mutual agreement, may be done electronically) within five (5) Business Days after any Product is installed, or as otherwise stated in a Participating Addendum.
- 4.10.5.** Failure to sign the D&A or reject the Product(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity; however, it does not relieve the Contractor of liability for material (nonconformity that substantially impairs value) defects subsequently revealed when Products are put to use. Acceptance of such Products may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor shall be liable for any resulting expense incurred by the Purchasing Entity in relation to the preparation and shipping of Product(s) rejected and returned, or for which Acceptance is revoked.
- 4.10.6. Transfer of Title**
- a) Contractor shall have exclusive title to the Products being delivered and the Products shall be free and clear of all liens, encumbrances, and security interests. Title to the Device shall only pass to the Purchasing Entity upon:
 - i) Purchasing Entity up-front purchase of the Device;
 - ii) Purchasing Entity exercising the purchase option at the end of a Fair Market Value Lease;
 - iii) Upon expiration of a Purchasing Entity's \$1 Buyout Lease; or
 - iv) Purchasing Entity has secured Third Party financing and payment is being made directly to the Contractor by the Purchasing Entity.
 - b) Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 4.10.7.** If any Services do not conform to Contract requirements, the Purchasing Entity may require the Contractor to perform the Services again in conformity with Contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to

Contract requirements; and reduce the Contract price to reflect the reduced value of Services performed.

4.11. Warranty Requirements

- 4.11.1.** The Warranty period shall begin upon Acceptance of the Products, and shall be for a minimum of ninety (90) days for purchase, lease and rental Equipment.
- 4.11.2.** Devices that are sold under this Master Agreement will come with the standard features as published on the Manufacturers website, and will not deviate from the stated specifications.
- 4.11.3.** Products shall be in good working order, free from any defects in material and workmanship, and fit for the ordinary purposes they are intended to serve.
- 4.11.4.** If defects are identified, per mutual agreement of Contractor and the Purchasing Entity, Contractors obligations shall be limited solely to the repair or replacement of Products proven to be defective upon inspection.
- 4.11.5.** Replacement of Products shall be on a like-for-like basis and shall be at no cost to the Purchasing Entity.
- 4.11.6.** Repair of defective parts and/or Devices shall be at no cost to the Purchasing Entity.
- 4.11.7.** Upon significant failure of a Product, the warranty period shall commence again for the same amount of time as specified in §4.11.1. Significant failure shall be determined by the Participating State.
- 4.11.8.** Contractor warranty obligations shall not apply if:
 - a) Product is installed, wired, modified, altered, or serviced by anyone other than Contractor and/or their Authorized Dealer;
 - b) If a defective or non-Contractor authorized Accessory, Supply, software, or part is attached to, or used in the Device; and
 - c) The Device is relocated to any place where Contractor Services are not available.
- 4.11.9.** Contractor agrees to perform its Services in a professional manner, consistent with applicable industry standards.
- 4.11.10.** It will be at the discretion of each Participating State or Entity to negotiate additional warranty requirements with the Contractor.
- 4.11.11. Lemon Clause**
 - a) This clause shall apply to all Devices that are purchased, leased, or rented under this Master Agreement.
 - b) This clause shall not apply if Supplies are used in the Devices that were not manufactured, provided, or authorized by the Contractor.
 - c) The application period is thirty-six (36) months from the date of Acceptance.
 - d) This clause shall take precedence over any other warranty or Services clauses associated with this Master Agreement, or as specified by a Participating State or Entity in their Participating Addendum.

- e) A Purchasing Entity must maintain an uninterrupted Maintenance Agreement on all purchased Devices in order for this clause to apply past the initial ninety (90) day warranty.
- f) Any Device that fails (except due to operator error) to function in accordance with the Manufacturer's published performance specifications, four (4) times in any four (4) week period and/or is subject to recurring related problems, shall be replaced with a like-for-like Device that meets or exceeds the requirements of the original Device, at no cost to the Purchasing Entity.

4.12. Customer Service

- 4.12.1. Key Personnel.** Contractor shall ensure that staff has been allocated appropriately to ensure compliance with this Master Agreement and subsequent Participating State or Entity requirements and that the individuals occupying the Key Personnel positions have adequate experience and knowledge with successful implementation and management of a national cooperative contract. Contractor shall ensure that there is always a single point of contact for the following positions:
 - a) **Master Agreement Contract Administrator** - the Lead State's primary contact in regards to Contract negotiations, amendments, Product and Price List updates, and any other information or documentation relating to this Master Agreement;
 - b) **NASPO ValuePoint Reporting Contact** - Responsible for submitting quarterly reports and the quarterly Administrative Fee to the appropriate personnel;
 - c) **Master Agreement Marketing Manager** - Responsible for marketing this Master Agreement, as well as creating Participating State websites, and ensuring that all uploaded data and content is current; and
 - d) **National Service Manager** - Responsible for overseeing the Regional Service Managers, Field Service Technicians, training, and inside Service operations. This position works with the Lead State Contract Administrator to ensure contractual obligations are met, while providing leadership for the Contractor's operations, as well as strategic planning of the Service department.
- 4.12.2.** Contractor shall provide a single point of contact for each Participating State, who will handle any questions regarding the Products provided, as well as pricing, delivery, billing, status of Orders, customer complaints and escalated issues.
- 4.12.3.** Contractor shall provide full Service and support for Products during Normal Business Hours.
- 4.12.4.** Contractor shall have a designated customer service team who will be available by phone (via local or toll free number), fax, or email during Normal Business Hours.
- 4.12.5.** Customer service representatives shall have online access to account information and will respond to inquiries concerning the status of Orders (shipped or pending), delivery, back-orders, pricing, Product availability, Product information, and account and billing questions.

5. ADMINISTRATION OF ORDERS

5.1. Ordering and Invoicing Specifications

- 5.1.1.** Master Agreement Order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- 5.1.2.** Contractor shall accept procurement credit cards as a form of payment from Purchasing Entity, with no additional charge or fee assessed.

- 5.1.3.** Contractor shall provide a centralized billing option, upon request, and at the discretion of a Participating State or Entity.
- 5.1.4.** Authorized Dealers may invoice the Purchasing Entity directly, unless otherwise specified in a Participating Addendum.
- 5.1.5.** Contractor and/or Authorized Dealers may charge the Purchasing Entity a re-stocking fee for any Products that are not accepted. The amount of the fee shall be the lesser of 10% of the purchase price, or \$200.00, unless otherwise specified in a Participating Addendum.
- 5.1.6.** Contractor may bill property tax separately or as otherwise indicated in a Participating Addendum or an Order.
- 5.1.7.** Contractor and/or Authorized Dealers may estimate meter reads if a Purchasing Entity fails to submit the required information within the specified time-frame.
- 5.1.8.** This Master Agreement permits Purchasing Entities to define project-specific requirements and informally compete the requirement among other contractors having a NASPO ValuePoint Master Agreement, on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to Purchasing Entity rules and policies. The Purchasing Entity may, in its sole discretion, determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.
- 5.1.9.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of Products, and/or Services contemplated by this Master Agreement.
- 5.1.10.** Contractor shall not begin work without a valid purchase order or other appropriate commitment document compliant with the law of the Purchasing Entity.
- 5.1.11.** Orders must be placed consistent with the terms of this Master Agreement, and only during the term of this Master Agreement.
- 5.1.12.** All Orders pursuant to this Master Agreement, at a minimum, shall include:
 - a) Name of Purchasing Entity;
 - b) The name, phone number, and address of the Purchasing Entity representative;
 - c) Order date;
 - d) Description of the Product and/or Service ordered;
 - e) Model number;
 - f) Serial number;
 - g) Price;
 - h) This Master Agreement number; and
 - i) Any additional information required by the Participating Entity.
- 5.1.13.** All software Orders must reference the Manufacturer’s most recent release or version of the Product, unless the Purchasing Entity specifically requests a different version.

- 5.1.14.** All communications concerning administration of Orders placed shall be furnished solely to the authorized individual within the Purchasing Entity's location, or to such other individual identified in writing in the Order.
- 5.1.15.** Contractor shall not issue an invoice until the Purchasing Entity has confirmed Acceptance, per §4.10.3.
- 5.1.16.** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- 5.1.17. Internet-based Portal and Electronic Catalogs.** If Contractor provides the ability to place an Order through an internet-based portal or electronic catalog, then Contractor shall maintain all necessary hardware, software, backup-capacity and network connections required to operate that internet-based portal or electronic catalog. In addition, Contractor shall adhere to the following requirements:
- a) The internet-based portal or electronic catalog shall clearly designate that the Products are part of this NASPO ValuePoint Master Agreement, and shall link to the Participating State or Entity's designated web location;
 - b) All Environmentally Preferable Products (EPP) shall be clearly listed;
 - c) If the Contractor's electronic catalog will either be hosted on or accessed through the Participating State's eCommerce system, then Contractor shall comply with all policies, procedures and directions from the Participating State or Entity in relation to hosting its catalog on or making its catalog accessible through that system;
 - d) All information made available through the Participating State or Entity's eCommerce system is accurate and complies with this Master Agreement and the Participating Addendum; and
 - e) Paper catalogs or catalogs on other digital media must be supplied to the Participating State or Entity upon request.
- 5.1.18.** Substitutions are not allowed. If an ordered Product is out-of-stock, Contractor shall notify the Purchasing Entity and request approval before substituting for the out-of-stock item. Contractor's request to substitute shall explain how the substituted Product compares with the out-of-stock item. Any substitute Product offered must be on this Master Agreement Price List.
- 5.1.19.** Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery Order arrangement priced against this Master Agreement, may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery Order agreement.
- 5.1.20.** Contractor's process for resolving disputed invoices, issuing refunds and/or credit, and addressing over-payments as well as Product returns is as follows:
- a) Purchasing Entity shall contact the Contractor via email or the 800 customer service number provided on the invoice;
 - b) If the Customer Service team is not able to resolve the issue, then the call will be escalated to the Master Agreement Contract Administrator;

- c) If Contractor agrees to Purchasing Entity's dispute, the Purchasing Entity's account shall be credited. If the Master Agreement Contract Administrator does not agree with the Purchasing Entity's dispute, then the Purchasing Entity can request further review by the Director of Bids and Administration.

In all instances of dispute resolution, the Purchasing Entity may contact the Participating State Contract Administrator, or the Lead State for assistance in resolving the dispute.

5.2. Payment

Payment for completion of a Contract Order is normally made within thirty (30) days following the date the entire Order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days, the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance.

6. GENERAL PROVISIONS

6.1. Insurance

- 6.1.1. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option; result in termination of its Participating Addendum.
- 6.1.2. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:
 - a) Commercial General Liability covering premises operations, Independent Contractors, Products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence, \$2 million general aggregate, \$2 million Products and completed operations aggregate and \$50,000 and any one fire. If any aggregate limit is reduced below \$2,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Participating Entity, a certificate or other document satisfactory to the Participating Entity, showing compliance with this provision.
 - b) Cyber Liability covering claims and losses with respect to network, internet (Cloud) or other data disclosure risks (such as data breaches, releases of Confidential Information, unauthorized access/use of information, and identity theft) with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - c) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
 - d) Automobile Liability covering any auto (including owned, hired and non-owned), with a minimum limit of \$1,000,000 each accident combined single limit.
- 6.1.3. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.
- 6.1.4. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that:

- a) Names the Participating States identified in the Request for Proposal as additional insured's, and;
- b) Provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

6.1.5. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within seven (7) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within fifteen (15) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

6.1.6. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Order.

6.2. Records Administration and Audit

6.2.1. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or Orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any Order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

6.2.2. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of this Master Agreement or Orders, or underpayment of fees found as a result of the examination of the Contractor's records.

6.2.3. The rights and obligations herein right exist in addition to any quality assurance obligation in this Master Agreement requiring the Contractor to self-audit Contract obligations and that permits the Lead State to review compliance with those obligations.

6.3. Confidentiality, Non-Disclosure, and Injunctive Relief

6.3.1. Confidentiality. Contractor acknowledges that it and its employees or Authorized Dealers may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or Authorized Dealers in the performance of this Master Agreement, including, but not necessarily limited to:

- a) Any Purchasing Entity's records;
- b) Personnel records;
- c) Information concerning individuals is Confidential Information of Purchasing Entity. Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that:
 - i) Is or becomes (other than by disclosure by Contractor) publicly known;
 - ii) Is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement;
 - iii) Is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement;
 - iv) Is obtained from a source other than Purchasing Entity without the obligation of confidentiality;
 - v) Is disclosed with the written consent of Purchasing Entity; or
 - vi) Is independently developed by employees, Dealers or Subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

6.3.2. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and Authorized Dealers of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

6.3.3. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal

remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

6.3.4. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

6.3.5. The rights granted to Purchasing Entities, and the Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to §6.2, **Records Administration and Audit**. To the extent permitted by law, Contractor shall notify the Lead State of any entity seeking access to the Confidential Information described in this subsection.

6.4. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a non-exclusive, limited license to use the Intellectual Property and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property") for all purposes necessary or appropriate to the authorized use of the Equipment to which the Pre-existing Intellectual Property is embedded or associated. Pre-existing Intellectual Property shall not be sold or transferred separate from the associated Equipment. The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

6.5. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

6.6. Assignment/Subcontracts

6.6.1. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

6.6.2. The Lead State reserves the right to assign any rights or duties, including written assignment of Contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

6.7. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's Key Personnel, in writing within ten (10) calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed in the Contractor's proposal.

6.8. Independent Contractor

6.8.1. Contractor shall perform duties as an Independent Contractor, and not as an employee. Neither the Contractor nor any employee or Authorized Dealer of the Contractor, shall be or deemed to be an employee of the Lead State, NASPO ValuePoint, and/or any Participating State or Entity.

6.8.2. Contractor acknowledges that its employees are not entitled to unemployment insurance benefits unless the Contractor or a Third Party provides such coverage, and that the Lead State, NASPO

ValuePoint and any Participating State or Entity does not pay for or otherwise provide such coverage.

- 6.8.3.** Contractor shall have no authority to bind the Lead State, NASPO ValuePoint and any Participating State or Entity to any agreements, liability, or understanding except as may be expressly set forth in this Master Agreement, Participating Addendum or an Order.

6.9. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of this Master Agreement.

6.10. Defaults and Remedies

- 6.10.1.** The occurrence of any of the following events shall be an event of default under this Master Agreement:

- a) Nonperformance of contractual requirements; or
- b) A material breach of any term or condition of this Master Agreement; or
- c) Any certification, representation or warranty by Contractor in this Master Agreement that proves to be untrue or materially misleading; or
- d) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- e) Any default specified in another section of this Master Agreement.

- 6.10.2.** Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of thirty (30) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part, if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis.

- 6.10.3.** If Contractor fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

- a) Exercise any remedy provided by law;
- b) Terminate this Master Agreement and any related Contracts or portions thereof;
- c) Impose liquidated damages as provided in this Master Agreement;
- d) Suspend Contractor from being able to respond to future Solicitations;
- e) Suspend Contractor's performance; and
- f) Withhold payment until the default is remedied.

- 6.10.4.** Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in this Master Agreement, in addition to those set forth in its Participating Addendum.

6.10.5. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

6.11. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or an Order.

6.12. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

6.13. Indemnification

6.13.1. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or Subcontractors or volunteers, at any tier, relating to the performance under this Master Agreement.

6.13.2. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

6.13.3. The Contractor's obligations under this section shall not extend to any combination of the Product with any other Product, system or method, unless the Product, system or method is:

- a) Provided by the Contractor or the Contractor's subsidiaries or affiliates;
- b) Specified by the Contractor to work with the Product;
- c) Reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available Product, system or method capable of performing the same function; or
- d) It would be reasonably expected to use the Product in combination with such Product, system or method.

6.13.4. The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the

Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

6.14. No Waiver of Sovereign Immunity

- 6.14.1.** In no event shall this Master Agreement, any Participating Addendum or any Contract or any Purchase Order issued thereunder, or any act of a Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
- 6.14.2.** This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

6.15. Governing Law and Venue

- 6.15.1.** The construction and effect of this Master Agreement shall be governed by the laws of the Lead State. Venue for any administrative or judicial action relating to this Master Agreement shall be in the City and County of Denver, Colorado.
- 6.15.2.** The construction and effect of any Participating Addendum or Order against this Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.
- 6.15.3.** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): The Lead State for claims relating to the procurement, evaluation, award, or Contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

6.16. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any Goods or Services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

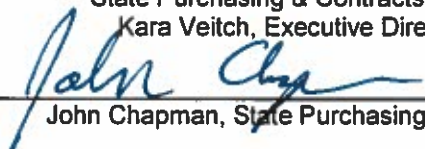
6.17. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-

Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

THE PARTIES HERETO HAVE EXECUTED THIS MASTER AGREEMENT

* Individual signing for Contractor hereby swears and affirms that they are authorized to act on Contractor's behalf and acknowledge that the Lead State is relying on their representations to that effect.

CONTRACTOR Konica Minolta Business Solutions U.S.A., Inc. By: Jack Dixon Title: Contracts Manager By: <u></u> Signature Date: August 1, 2019	STATE OF COLORADO Jared S. Polis, Governor Department of Personnel & Administration State Purchasing & Contracts Office Kara Veitch, Executive Director By: <u></u> John Chapman, State Purchasing Manager Date: <u>8/6/19</u>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Master Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any Goods and/or Services provided hereunder.

STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: <u></u> Date: <u>8/8/19</u>
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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 13, 2022		
Agenda Item Name		
Piggyback NASPO Contract		
Requested Action		
Requesting approval for piggyback contract number MA19101 from NASPO piggyback contract with Goodyear Tire & Rubber Company to provide tires, tubes, and services.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. At the request of the Public Services Department, the Procurement Services Department sought a contract from NASPO number MA19101, to provide tires, tubes, and services. The NASPO contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Services Policy. The award includes an initial five (5) year agreement. Based on this, staff recommends that Council approve to piggyback the NASPO contract number 19101. This contract will provide tires, tubes, and services. The estimated annual amount of this contract is \$75,000.00 The use of piggyback contracts is allowed under the Purchasing Policy Section E.9 and is a procurement best practice that takes advantage of competitive pricing from a contract formerly bid by another government agency. The Procurement Services Department has determined that the use of piggyback contracts is advantageous and in the best interest of the City to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract must be utilized. Purchases associated with piggyback contracts are budgeted by each department. The estimated annual usage does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
Funding will be determined on a project by project basis and funded by the respective departments. There is adequate funding for these services in the current approved budget. The object code for these purchases in all departments is 55202.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Goodyear MA19101 Master Agreement Executed 11.5.18	Goodyear MA19101 Master Agreement Executed 11.5.18.pdf	
2. MA19101 Goodyear - First Amendment Executed	MA19101 Goodyear - First Amendment Executed.pdf	
3. MA19101 Second Amendment - Goodyear Executed	MA19101 Second Amendment - Goodyear Executed.pdf	
4. Tires, Tubes & Svcs-Goodyear-FL-2019-2024-PA-Executed	Tires, Tubes & Svcs-Goodyear-FL-2019-2024-PA-Executed.pdf	

Iowa Department of Administrative Services

Contracts Declaration & Execution Page

Title of Contract: Tires, Tubes and Services – NASPO ValuePoint		Bid Proposal Number RFP1118005083	Contract Number 19101
This Agreement is entered into between the State of Iowa (by and through its agency, the Department of Administrative Services) and the Contractor named below:			
State Agency's Name: Iowa Department of Administrative Services – Central Procurement Bureau			
Contractor's Name: The Goodyear Tire & Rubber Company			
Contract to Begin: April 1, 2019	Date of Expiration: March 31, 2024	Annual Extensions: None	
The parties agree to comply with the terms and conditions and attachments which are by this reference made a part of the Agreement: Section 1 – Terms & ConditionsPage 2 Section 2 – Scope of Work.....Page 26 Section 3 – Pricing.....Page 33 Section 4 – ContactsPage 36			

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto

Contractor: Goodyear Tire & Rubber Company

By (Authorized Signature)  Printed Name and Title of Person Signing Maylon Carroll, Channel Manager Government Sales	Date Signed 11/5/2018
Address 200 Innovation Way, Akron, OH 44316	

State of Iowa: Department of Administrative Services – Central Procurement Bureau

By (Authorized Signature)  Printed Name and Title of Person Signing Allen Meyer, COO	Date Signed 11/05/2018
Address 1305 E. Walnut Street, Hoover Building, Floor 3, Des Moines, IA 50319	

SECTION 1
NASPO ValuePoint Master Agreement Terms and Conditions

1.1. Master Agreement Order of Precedence

1.1.1. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Specifications or Scope of Work;
- (5) The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
- (6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

1.1.2. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

1.2. Definitions

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school

districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposal is not required to participate through execution of a Participating Addendum.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase. Purchasing Entities shall have the rights extended to "User Entities" under the RFP.

NASPO ValuePoint Program Provisions

1.3. Term of the Master Agreement

1.3.1. The term of this Master Agreement is for five (5) years. This Master Agreement has no renewal periods.

1.3.2. The Master Agreement may be extended for a reasonable period of time, not to exceed six months, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

1.4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

1.5. Participants and Scope

1.5.1. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

1.5.2. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

1.5.3. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

1.5.4. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

- 1.5.5.** Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarket Center; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.
- 1.5.6.** Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 1.5.7. Resale.** "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

1.6. Administrative Fees

- 1.6.1.** The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.
- 1.6.2.** Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

1.7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

- 1.7.1.** Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at: <http://calculator.naspovaluepoint.org>.

All sales of product made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

- 1.7.2.** Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is shown in Exhibit A.

- 1.7.3.** Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

- 1.7.4.** Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

- 1.7.5.** Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

1.8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

- 1.8.1.** Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.
- 1.8.2.** Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.
- 1.8.3.** Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.
- 1.8.4.** Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.
- 1.8.5.** Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.
- 1.8.6.** The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to section 28, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to section 28 or to terminate for default pursuant to section 30.

- 1.8.7. Contractor agrees, within 30 days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

1.9. NASPO ValuePoint eMarket Center

- 1.9.1. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.
- 1.9.2. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.
- 1.9.3. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.
- 1.9.4. If a catalog-hosted on or integration of a punchout site with eMarket Center is proposed by a Contractor and accepted by the Lead State, the provisions of the eMarket Center Appendix to these NASPO ValuePoint Master Agreement Terms and Conditions apply.

1.10. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

1.11. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial one-year period of the Master Agreement. Following the initial one-year period of the Master Agreement, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least sixty (60) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master

Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

1.12. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

1.13. Ordering

1.13.1. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

1.13.2. Purchasing Entities may define entity or project-specific requirements and informally complete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

1.13.3. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

1.13.4. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

1.13.5. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

1.13.6. All Orders pursuant to this Master Agreement, at a minimum, shall include:

1.13.6.1. The services or supplies being delivered;

1.13.6.2. The place and requested time of delivery;

1.13.6.3. A billing address; the name, phone number, and address of the Purchasing Entity representative;

1.13.6.4. The price per hour or other pricing elements consistent with this Master Agreement and the contractor’s proposal;

1.13.6.5. A ceiling amount of the order for services being ordered; and

1.13.6.6. The Master Agreement identifier.

1.13.7. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

1.13.8. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

1.13.9. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

1.14. Shipping and Delivery

1.14.1. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. In accordance with section 5.1.4 of the RFP, orders to different agencies of a Purchasing Entity shall be shipped with no additional fees or freight charges added. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

1.14.2. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

1.14.3. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

1.15. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

1.16. Inspection and Acceptance

1.16.1. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

1.16.2. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

1.16.3. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

1.16.4. The warranty period shall begin upon Acceptance.

1.17. Payment

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later.

After 30 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

1.18. Warranty

Any tire which fails the standard commercial tire warranty must either be satisfactorily repaired by the Contractor or replaced with a new tire, charging only for the mileage used based on the tread depth, or as agreed upon by the Purchasing Entity. Allowances and replacement charges shall be based upon the Master Agreement tire price.

The Contractor shall pay all transportation costs on both the defective tire(s) and replacement tire(s). The Contractor shall provide a one (1) year warranty on all tubes and parts beginning on the date of installation, to repair and/or replace as necessary, as determined by the Using Entity, AT NO COST TO THE PURCHASING ENTITY. If such items are not normally warranted for one year, maintenance to supply the equivalent of a one (1) year warranty must be included in the cost. Shipping cost for returned tubes and parts warranty service SHALL BE PAID BY THE CONTRACTOR.

1.19. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

1.20. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

General Provisions

1.21. Insurance

1.21.1. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

Unless otherwise agreed in a Participating Addendum, an exception to the requirement to buy and maintain the required insurance is allowed when Contractor is one hundred (100%) percent self-insured. In this case, Contractor may self-insure all of its obligations under this Contract provided that such program of self-insurance is in compliance with the laws of the Participating State(s) in which Contractor conducts business. Regardless of whether the insurance is through a third party insurer or self-insurance, the

certificate of insurance will show the minimum dollar amount per occurrence and policy maximum per 21.b.(1) below.

1.21.2. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

1.21.2.1. Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

1.21.2.2. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

1.21.3. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

1.21.4. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

1.21.5. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

1.21.6. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

1.22. Records Administration and Audit

1.22.1. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a

Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

1.22.2. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

1.22.3. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

1.23. Confidentiality, Non-Disclosure, and Injunctive Relief

1.23.1. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

1.23.2. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use

commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

1.23.3. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

1.23.4. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

1.23.5. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to section 23. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

1.24. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

1.25. Assignment/Subcontracts

1.25.1. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

1.25.2. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint and other third parties.

1.26. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

1.27. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

1.28. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

1.29. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

1.30. Defaults and Remedies

1.30.1. The occurrence of any of the following events shall be an event of default under this Master Agreement:

1.30.1.1. Nonperformance of contractual requirements; or

1.30.1.2. A material breach of any term or condition of this Master Agreement; or

1.30.1.3. Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or

- 1.30.1.4.** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- 1.30.1.5.** Any default specified in another section of this Master Agreement.
- 1.30.2.** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- 1.30.3.** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:
- 1.30.3.1.** Exercise any remedy provided by law; and
- 1.30.3.2.** Terminate this Master Agreement and any related Contracts or portions thereof; and
- 1.30.3.3.** Impose liquidated damages as provided in this Master Agreement; and
- 1.30.3.4.** Suspend Contractor from being able to respond to future bid solicitations; and
- 1.30.3.5.** Suspend Contractor's performance; and
- 1.30.3.6.** Withhold payment until the default is remedied.
- 1.30.4.** Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

1.31. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

1.32. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

1.33. Indemnification

1.33.1. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

1.33.2. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

1.33.2.1. The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

1.33.2.1.1. provided by the Contractor or the Contractor's subsidiaries or affiliates;

1.33.2.1.2. specified by the Contractor to work with the Product; or

1.33.2.1.3. reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

1.33.2.1.4. It would be reasonably expected to use the Product in combination with such product, system or method.

1.33.2.2. The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

1.34. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

1.35. Governing Law and Venue

1.35.1. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

1.35.2. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

1.35.3. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

1.36. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

1.37. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

1.38. Leasing or Alternative Financing Methods

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

1.39. Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by a reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the Contract Declarations & Execution Page(s) at the address specified on the forms. Each such notice shall be deemed to have been provided:

1.39.1. At the time it is actually received; or,

1.39.2. Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

1.39.3. Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

1.40. eMarket Center Appendix

1.40.1. This Appendix applies whenever a catalog hosted by or integration of a punchout site with eMarket Center is required by the solicitation or either solution is proposed by a Contractor and accepted by the Lead State.

1.40.2. Supplier's Interface with the eMarket Center. There is no cost charged by JAGGAER to the Contractor for loading a hosted catalog or integrating a punchout site.

1.40.3. At a minimum, the Contractor agrees to the following:

1.40.3.1. Implementation Timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and JAGGAER to set up an enablement schedule, at which time JAGGAER's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

1.40.3.2. NASPO ValuePoint and JAGGAER will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).

1.40.3.2.1. Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to JAGGAER, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data 60 days prior to the Contract renewal date to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

1.40.3.2.2. Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update annually to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

1.40.4. Revising Pricing and Product Offerings

Any revisions to product/service offerings (new products, altered SKUs, new pricing etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per year. The following conditions apply with respect to hosted catalogs:

1.40.4.1. Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the 1st day of the following month (i.e. file received on 3/01/20 would be effective in the eMarket Center on 4/01/20). Files received after the 1st of the month may be delayed up to a month (i.e. file received on 3/15/20 would be effect in the eMarket Center on 5/01/20).

1.40.4.2. Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

1.40.5. Supplier Network Requirements

Contractor shall join the JAGGAER Supplier Network (SQSN) and shall use JAGGAER's Supplier Portal to import the Contractor's catalog and pricing, into the JAGGAER system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the JAGGAER Supplier Network Services team at 800-233-1121.

1.40.6. Minimum Requirements

Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

1.40.6.1. Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

1.40.6.2. The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract; and

1.40.6.3. The Catalog must include a Lead State contract identification number; and

1.40.6.4. The Catalog must include detailed product line item descriptions; and

1.40.6.5. The Catalog must include pictures when possible; and

1.40.6.6. The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

1.40.7. Order Acceptance Requirements

Must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

1.40.8. UNSPSC Requirements

Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by JAGGAER for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity.

1.40.9. Applicability

Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.

1.40.10. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

1.40.11. Several NASPO ValuePoint Participating Entities currently maintain separate JAGGAER eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity

and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate JAGGAER catalogs.

SECTION 2

Scope of Work

The scope of this Contract includes specific full lines of tires and tubes as covered in the Manufacturer's Price List (MPL) and related services in the following subcategories:

2.1. Tires and Tubes Subcategories

- 2.1.1.** Pursuit and Performance Tires
- 2.1.2.** Automobile/Passenger Vehicles
- 2.1.3.** Light Duty Trucks: Radial
- 2.1.4.** Medium Commercial/Heavy Duty Trucks /Buses
- 2.1.5.** Off-the Road OTR: Radial and Bias

2.2. Product and Service Specifications

2.2.1. General Tire Specifications

All tires will be of quality not less than the tires normally furnished in representative quantities by Original Equipment Manufacturers (OEM) as original equipment for automobiles, trucks, tractors, buses, backhoes, loaders, motor graders, and other heavy equipment. Tires supplied must be marked with Federal Department of Transportation (DOT) compliance symbol. Tires shall conform to all applicable Federal Specifications.

All tires, with the exception of tires which are not manufactured annually, must be NEW and must have been produced or manufactured within the last one (1) year prior to delivery to the Purchasing Entity. Tires which are not manufactured annually, such as low volume tires, will be accepted when produced or manufactured within the last two (2) years prior to delivery to the Purchasing Entity.

Should an Authorized Distributor deliver a tire(s) with a manufacturing date exceeding the one year limit, excluding low volume tires which are not manufactured annually, the Authorized Distributor will pick up the expired tire(s) and replace them with tire(s) that meet the manufacturing date requirement for no additional fee to the Purchasing Entity.

All tires must have the size (including load range), manufacturer's name and DOT number, serial number and indication of body material molded in side-wall at time of cure. The application of any of the above by any other means such as branding, application of decals, etc. will not be acceptable.

Tires offered must have been tested to meet or exceed ASTM (American Society of Testing and Materials) Standard F1922 for highway tires, F1923 for Off Road/Low Speed tires, and meet operational performance levels and marking requirements of Federal Standards FMVSS 109 for new pneumatic passenger tires, FMVSS 139 for new pneumatic radial tires for light vehicles, and FMVSS 119 for new pneumatic non-passenger Multi-Passenger Vehicles (MPVs), trucks, buses, and trailers.

2.2.1.1. Pursuit and Performance Tires

Pursuit and Performance Tires include tires for police and other pursuit vehicles and for other high-speed, performance vehicles. This subcategory includes any tire that is V, W, Y, or ZR rated or above. A V rating is the minimum speed rating for tires in this subcategory.

Tires must be new, standard production tires expressly designed and certified by manufacturer for high speed operation and must exhibit exceptional safety, stability, handling and stopping characteristics. Tires must be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles. Contractor shall maintain evidence/certifications that such tires meet all laboratory test and size requirements of Federal Standards MVSS 139.

2.2.1.2. Automobile/Passenger Vehicles

These tires include common passenger car tires and are designated with a "P" at the beginning of the tire size. Common applications for these types of tires would be passenger cars and mini vans. The European Tire and Rim Technical Organization (ETRTO) equivalent is an acceptable substitute for the P-metric. Tires must be of quality equal to or superior in every respect to those normally furnished as original equipment in the OEM automotive industry.

2.2.1.3. Light Duty Trucks (Radial)

These tires can usually be identified by the letters "LT" at the beginning of the tire size. Common applications for these types of tires would be pickup trucks, sport utility vehicles, full size vans and some trailers.

2.2.1.4. Medium Commercial/Heavy Duty Trucks /Buses

These tires do not have a letter at the beginning of the tire size. Common applications for these types of tires would be medium and heavy trucks, buses, semi-trucks, cargo vans and trailer tires. Tires in this subcategory generally have a diameter that is equal to or greater than twenty (20) inches. Commercial tires with 16, 17.5 and 19.5 inch rims are included in the medium truck tire category.

2.2.1.5. Off-the-Road OTR and Low Speed Off Highway Tires (Radial and Bias)

Common applications are heavy construction equipment such as wheel loaders, backhoes, graders, and trenchers.

2.2.2. Low Roll Resistance Tires

Contractor will provide certified (e.g., SAE J1269 and SAE J2452), low rolling resistance tires and identify them as low roll resistance tires in their MPL. Contractor is to also offer the fuel economy rating of the low roll resistance tires offered; e.g. miles per gallon fuel efficiency increase or percentage of fuel economy increase.

2.2.3. Tubes

All inner tubes must be standard production first line, heavy duty butyl tubes or natural rubber of fresh stock. All tubes must be of quality not less than the tubes normally furnished in representative quantities by OEM as original equipment for automobiles, trucks, tractors, buses, backhoes, loaders, motor graders, and other heavy equipment. Tubes must conform to all applicable federal specifications. *All tubes must be NEW and must have been produced or manufactured within the last one (1) year prior to installation or delivery to the Purchasing Entity.*

2.2.4. Detailed Services Specifications

Contractor pricing for each of the services listed below, which may be performed by their Approved Distributors, includes all parts and labor. Approved Distributors must honor the services pricing in this Contract.

The Contractor is responsible for the timeliness and quality of all services provided by the Approved Distributors. NASPO ValuePoint Participating States may elect to use these services listed below at their discretion.

Product installation and repairs, such as mounting, rotation, and balancing, must be in accordance with manufacturer's recommended procedures of warranted new virgin-product tires for each product subcategory. This Contract covers the following tire services. Service pricing is shown in Section 5 of this Contract.

- 2.2.4.1.** Tire Installation with purchase in store includes dismount of used tires and tubes
- 2.2.4.2.** Change tire, dismount and mount
- 2.2.4.3.** Flat repair, remove, repair and mount
- 2.2.4.4.** Flat repair, off vehicle
- 2.2.4.5.** Rotate mounted tires (per tire)
- 2.2.4.6.** New valve stem rubber or metal
- 2.2.4.7.** Wheel balance - computer spin balance (per tire)
- 2.2.4.8.** Wheel balance – computer spin balance and valve stem combination
- 2.2.4.9.** Alignment Services - Standard two and four wheel alignments

2.2.4.10. Used tire recycle and disposal fee (per tire)

Some NASPO ValuePoint Participating States have statutes that only allow up to a specific fee to be charged. The Participating States with statute regulated fee caps will only pay the statute price.

For Participating States which do not have a statute regulating the disposal fee, the maximum fees which can be charged for tire disposal are as follows:

\$2.50/Tire Passenger Car Tire

\$5.00/Tire Truck Tire

These maximum fees can be adjusted during the life of the Contract to meet current market trends.

2.2.4.11. Bulk Disposal of Tires

This is considered an additional chargeable service. Contractor, when requested by a Purchasing Entity, will place trailers on-site for the disposal of scrap tires. Contractor must, on a will-call basis, within five (5) days' notification from requesting Purchasing Entity, remove and replace full trailers with empty trailers. Trailer capacity shall be a minimum of six (6) tons of scrap tires. Contractor shall dispose of scrap tires that are removed in Contractor-provided trailers at an approved waste tire recovery area, or other

approved disposal methods. Contractor must invoice for disposal of scrap tires at the price negotiated between parties. Contractor shall submit with invoice, documentation of scrap tire disposal weight from a disposal site, if this is the method of disposal utilized by the Contractor. Contractor may return scrap tires mounted to wheels to Purchasing Entity if dismounting is required. With prior approval from the designated Purchasing Entity Contract representative, Contractor may dismount scrap tires from wheels and invoice at the price negotiated between parties for such service. Contractor must return wheels to the Purchasing Entity for disposition unless instructed otherwise by the Purchasing Entity.

2.2.4.12. Tire pressure monitoring system (TPMS)

When new tires are mounted on a vehicle with a TPMS system, the TPMS system will be reinstalled with a new washer, valve, and valve cap (TPMS service kit).

This Contract is not meant for purposes of general vehicle maintenance and repair services. Alignment service pricing should include all minor parts such as alignment shims and alignment cam bolts. However, the alignment shims and alignment cam bolts can be invoiced as a separate line item if not included in the price of the alignment.

Parts needed to repair a vehicle in order to obtain proper alignment such as tie rod ends/sleeves, ball joints, bushings, sway bar links, center links, idler arms/pitman arms, rack and pinion units, shock absorbers, struts/cartridges and coil springs are not authorized under this Contract.

2.3. Approved Distributors List

Contractor will provide a list of its Approved Distributors for each Participating State for this Contract. The Approved Distributor list will, at a minimum, provide the following approved distributor information:

- Approved Distributor's Business Name
- Street Address, City, State, Zip Code
- Phone Number
- Fax Number
- Contact Name
- Contact Email Address
- Tire Categories Sold (Passenger, Lt. Truck, Med. Truck, Off Road, etc.)
- Delivery Service Provider (Y or N)
- Delivery Rates
- Delivery Terms

Other reporting fields may be required by Participating States in their respective participating addendums.

The Approved Distributor list will be updated within fifteen (15) calendar days of Contractor's knowledge of a change regarding an Approved Distributor's ownership, business closing, new participation in Contract, delivery service rate or terms, and contact information.

2.4. Customer Service

2.4.1. The Contractor will provide a dedicated customer service representative(s) for the Contract. The representative will be available to acknowledge all Purchasing Entities inquiries within one business day. The representative's responsibilities include, but are not limited to, the following:

- 2.3.1.1** Respond and resolve Participating States' questions and/or complaints about the products and services being provided through the successful Contractor's Approved Distributors network. The customer service representative should acknowledge receipt of Participating States' inquiries within one business day.
- 2.3.1.2** Contact Approved Distributors who are not complying with the NASPO ValuePoint Contract and Participating State's terms and conditions directly or through the Contractor's standard channels. Coordinate the education of the Approved Distributor on its Contract responsibilities.
- 2.3.1.3** Contact the Lead State Contract Administrator concerning any unresolved issues concerning all Participating States and work with the Lead State Contract Administrator to resolve these issues. Issues which have not been resolved within thirty (30) days shall be escalated up to the Lead State Contract Administrator.
- 2.3.1.4** Participate in annual meetings with Lead State Contract Administrator to discuss customer service related issues and contract performance.
- 2.3.1.5** Participate in quarterly conference calls with Lead State Contract Administrator to review any current contract issues with Participating States.
- 2.3.1.6** Lead contact for sales reporting and remittance of management fees.
- 2.3.1.7** Main point of contact regardless of the question or issue. If customer service representative cannot answer a question or resolve an issue without additional help, they should contact the necessary staff and obtain the answer or resolve the issue and then contact the Purchasing Entity with the final answer or resolution.

2.5. Website

The Contractor will provide a dedicated website complete with each Participating State's participating addendum, tire/tube price list, Approved Distributor list, ordering information and other information as needed for all products included in this Contract. The dedicated website will be accessible by Purchasing Entities by internet link and be functional for the duration of the Contract. A link to the dedicated website will be posted on the State of Iowa's Contract website and be available for review by Purchasing Entities and the general public. The general public may view the pricing but only qualified public entities would participate in the contracted services and goods.

Pricing and the Approved Distributor list for each Participating State should be available to view within two clicks from the main website window. The Contractor must keep the information on the dedicated website current. Current is considered to be no later than fifteen (15) calendar days from the date Contractor has knowledge of the change. Websites may be linked to the Contractor's main public website.

Contractor will provide a "live" website no later than 60 days from the date of Contract execution. On March 31, 2019, the website will contain the aforementioned information for Participating States who have submitted their participating addendum by February 15, 2019. After April 1, 2019, the uploading of a Participating State's information to the website must be completed within fifteen (15) days of execution of the participating addendum.

Contractor is not required to provide online payment and ordering on its dedicated website.

2.6. Recruiting and Education of Approved Distributors

The Contractor will continue recruiting dealers to become Approved Distributors for Participating States for the duration of the Contract. The Contractor is responsible for providing sufficient coverage in each Participating State by ensuring that its authorized dealers are aware of this Contract and understand how to become an Approved Distributor.

The Contractor will provide continued outreach with regards to the training of Approved Distributors on the requirements of the Master Agreement. The Contractor is responsible for a Approved Distributor's understanding of the tire discounts, service rates, and billing procedures for their respective Participating State upon execution of a Dealer Agreement.

2.7. Shipping and Delivery

All deliveries will be F.O.B. destination. Delivery rates and terms shall be established upon execution of the Contract. Orders to different agencies/departments of a Purchasing Entity shall be shipped according to the delivery rates and terms established in this Contract. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

2.8. Tax Exemption

Sales tax is dynamic and the Contractor must comply with each Participating State's requirements. If Contractor's Approved Distributors cannot invoice the correct tax based upon the location (e.g., delivery location rather than Approved Distributor location) required by a Participating State, Contractor must disclose that to the Participating State prior to execution of a Participating Addendum with that State.

2.9. Multiple Accounts within a Purchasing Entity

Purchasing Entities may have different agencies, departments or divisions utilizing the goods and/or services provided by the Contractor. The Contractor will maintain the ability to process multiple individual accounts and unique users within a Purchasing Entity for the duration of the Contract.

2.10. Payment Types

The Contractor must accept mailed and electronic payments/P-Cards and cannot charge additional transaction fees under this Master Agreement.

2.11. High Volume Product

Participating States may negotiate with Contractor for more favorable tire/tube discounts for their respective high volume products. Contractor will provide a copy of each Participating State's discounts and pricing on the website when they are different from the standard discounts and pricing of this Contract.

2.12. NASPO ValuePoint Administrative Fee and Reporting Requirements

The Contractor agrees to pay a NASPO ValuePoint administrative fee as specified in Section 6 of the NASPO ValuePoint Master Agreement Terms and Conditions. Contractor also agrees to provide the specific summary and detailed usage reporting requirements as prescribed by Section 1.7 of the NASPO ValuePoint Master Agreement Terms and Conditions.

SECTION 3 Pricing

3.1. Tires and Tubes Percentage Discounts by Subcategory

Tire and Tube pricing includes all anticipated charges, including but not limited to, freight to dealer locations, cost of product and services, transaction fees, overhead, profits, and other costs or expenses incidental to the Contractor's performance. Tire and Tube pricing does not include delivery to Purchasing Entities. Contractor's discount off of Manufacturer's Price List (MPL) pricing is shown below:

Tires and Tubes Percentage Discounts by Subcategory					
Sub-category #	Tire and Tube Type	Percent Discount	MPL Name	MPL Date	MPL REF. Numbers
B1	Pursuit and Performance Tires	52.5%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Page 1
B2	Automobile/Passenger Vehicles	48%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 1-13
B3	Light Duty Trucks:	48%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 13-20
	3a. Radial	48%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 13-20
	3b. Bias	NA	NA	NA	NA
B4	Medium Commercial/Heavy Duty Trucks/Buses	60%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 20-27
B5	Off Road	30%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 27-29
	5a. Off Road Radial	30%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Page 29
	5b. Off Road Bias	30%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 27-29

3.2. Tire Service Pricing

Tire services include all minor parts and labor as a total service rate. Flat rate pricing and availability of services is shown below:

Type of Service		Product Sub-Category 1 & 2	Product Sub-Category #3	Product Sub-Category #4	
		Pursuit, Performance, Passenger	Light Duty Trucks	Medium Commercial/ Heavy Duty/Bus	
				Single	Dual
1	Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)	040-103-000 \$0.00	040-107-000 \$8.00	046-339-000 \$24.00	046-341-000 \$36.00
2	Change tire, dismount and mount	040-101-000 \$8.50	040-102-000 \$10.00	040-141-000 \$27.51	040-180-000 \$30.82
3	Flat Repair, remove, repair and mount	040-265-000 \$14.00	040-266-000 \$15.50	046-345-000 \$31.00	046-347-000 \$45.00
4	Flat repair, off vehicle	040-263-000 \$14.00	040-263-000 \$14.00	046-345-000 \$31.00	046-347-000 \$45.00
5	Rotate mounted tires (per tire)	046-161-000 \$3.50	046-163-000 \$3.50	046-109-000 \$17.16	046-109-000 \$17.16
6	New valve stem rubber or metal (per tire)	Rubber 041-263-000 \$3.00. Metal 041-206-000 \$6.75	Rubber 041-263-000 \$3.00. Metal 041-206-000 \$6.75	041-210-000 \$9.00	041-210-000 \$9.00
7	Wheel balance-computer spin balance (Per Tire)	044-263-000 \$10.95	044-263-000 \$10.95	044-288-000 \$33.00	044-520-000 \$36.00
8	Wheel balance/Valve stem combo (per tire)	044-203-000 \$13.95	044-203-000 \$13.95	044-208-000 \$38.72	044-208-000 \$38.72
9	Alignment services				
	9a. Standard two wheel alignment	\$69.95	\$69.95	Not Available	Not Available
	9b. Four wheel alignment	\$74.95	\$74.95	Not Available	Not Available
	9c. Bushing/cam alignment	Current Mfg's list price for parts; Labor based on Mitchell Manual.	Current Mfg's list price for parts; Labor based on Mitchell Manual.	Not Available	Not Available
	9d. Vehicle Alignment Check Only	\$29.00	\$29.00	Not Available	Not Available
10	Used tire recycle/disposal fee (per tire)	See applicable state laws	See applicable state laws	See applicable state laws	See applicable state laws
11	Bulk tire disposal (min. of six tons capacity)	See applicable state laws	See applicable state laws	See applicable state laws	See applicable state laws

12	Tire pressure monitoring kit (per Tire)	Current Mfg.'s list price for kit; Labor rate per Mitchell Manual.	Current Mfg.'s list price for kit; Labor rate per Mitchell Manual.	Not Available	Not Available
13	Service TPMS Sensors/System	\$2.50/Tire	\$2.50/Tire	Not Available	Not Available

3.3. Price and Rate Guarantee Period

The percentage discounts off MPL for tires and tubes must remain the same for the duration of the Contract. The Contractor will provide an updated tire and tube price list annually with updated effective dates.

Tire and tube pricing updates are allowed annually. A request for price increase must be submitted to the Lead State Contract Administrator sixty (60) days prior to March 31 each year for approval by the Lead State. Acceptable supporting documentation could include providing a comparison of indices from the Producer Price Index which show an increase in the tire manufacturing costs over a period of several years. Acceptable supporting documentation could also include a copy of a letter from a supplier stating they are increasing their price to the Contractor. The Lead State will determine whether the supporting documentation provided is sufficient to justify the requested price increase and reserves the right to clarify or request additional documentation.

The Lead State will provide written acceptance or denial of the proposed price increases to the Contractor within 30 days of receipt of the request for price adjustment.

SECTION 4
Project Managers

4.1. Project Manager - Contractor

Jeff Goodenow
330-796-4352
330-796-3404 (FX)
jsgoodenow@goodyear.com

4.2. State of Iowa – DAS/Procurement Contact

Nancy Wheelock
515.725-2268
nancy.wheelock@iowa.gov

**FIRST AMENDMENT
TO NASPO VALUEPOINT/STATE OF IOWA MASTER AGREEMENT 19101
BETWEEN THE GOODYEAR TIRE & RUBBER COMPANY AND THE STATE OF IOWA**

THIS FIRST AMENDMENT ("Amendment") is made to the NASPO ValuePoint/State of Iowa Master Agreement 19101 executed November 5, 2018 (the "Agreement"), by and between The Goodyear Tire & Rubber Company ("Contractor") and the State of Iowa ("Lead State"), together hereinafter referred to as the "Parties", and shall be effective as of January 14, 2019 ("Amendment Effective Date"). WHEREAS, the Agreement establishes the terms and conditions under which Contractor provides the staffing and related services for Agency;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties hereby agrees as follows:

1. Section 1.14.1 in the Agreement is amended as follows:

Section 1.14.1 currently states:

1.14 Shipping and Delivery

1.14.1 The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. In accordance with section 5.1.4 of the RFP, orders to different agencies of a Purchasing Entity shall be shipped with no additional fees or freight charges added. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

Section 1.14.1 is amended to state:

1.14 Shipping and Delivery

1.14.1 All deliveries will be F.O.B. destination. Delivery rates and terms shall be established upon execution of a Participating Addendum and/or Dealer Agreement for individual states. Orders to different agencies/departments of a Purchasing Entity shall be shipped according to the delivery rates and terms established in the Participating Addendum and/or Dealer Agreement. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

2. Section 2.3 in the Agreement is amended as follows:

Section 2.3 currently states:

2.3 Approved Distributors List

Contractor will provide a list of its Approved Distributors for each Participating State for this Contract. The Approved Distributor list will, at a minimum, provide the following approved distributor information:

- Approved Distributor's Business Name
- Street Address, City, State, Zip Code
- Phone Number
- Fax Number
- Contact Name
- Contact Email Address
- Tire Categories Sold (Passenger, Lt. Truck, Med. Truck, Off Road, etc.)
- Delivery Service Provider (Y or N)
- Delivery Rates
- Delivery Terms

Other reporting fields may be required by Participating States in their respective participating addendums.

The Approved Distributor list will be updated within fifteen (15) calendar days of Contractor's knowledge of a change regarding an Approved Distributor's ownership, business closing, new participation in Contract, delivery service rate or terms, and contact information.

Section 2.3 is amended to state:

2.3 Approved Distributors List

Contractor will provide a list of its Approved Distributors for each Participating State for this Contract. The Approved Distributor list will, at a minimum, provide the following approved distributor information:

- Approved Distributor's Business Name
- Street Address, City, State, Zip Code
- Phone Number
- Fax Number
- Contact Name
- Contact Email Address
- Tire Categories Sold (Passenger, Lt. Truck, Med. Truck, Off Road, etc.)
- Delivery Service Provider (Y or N)
- Delivery Rates, if applicable for the state
- Delivery Terms, if applicable for the state

Other reporting fields may be required by Participating States in their respective participating addendums.

The Approved Distributor list will be updated within fifteen (15) calendar days of Contractor's knowledge of a change regarding an Approved Distributor's ownership, business closing, new participation in Contract, delivery information, and contact information.

3. Section 2.7 in the Agreement is amended as follows:

Section 2.7 currently states:

2.7 Shipping and Delivery

All deliveries will be F.O.B. destination. Delivery rates and terms shall be established upon execution of the Contract. Orders to different agencies/departments of a Purchasing Entity shall be shipped according to the delivery rates and terms established in this Contract. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

Section 2.7 is amended to state:

2.7 Shipping and Delivery

As stated in section 1.14.1.

Except as expressly amended hereby, all of the provisions of the Agreement shall remain unchanged and shall continue in full force and effect. From and after the Amendment Effective Date, all references in the Agreement to "this Contract" (and all indirect references such as "herein", "hereby", "hereunder", and "hereof") shall be deemed to refer to the Contract as amended by this Amendment.

THE GOODYEAR TIRE & RUBBER COMPANY

By: 

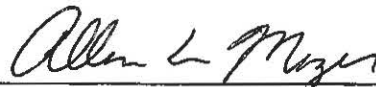
Name: Maylon Carroll

Title: Channel Manager Government Sales

Date: 1/14/2019

STATE OF IOWA

**IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES –
CENTRAL PROCUREMENT**

By: 

Name: Allen Meyer

Title: Chief Operating Officer

Date: 1/14/2019

**SECOND AMENDMENT
TO NASPO VALUEPOINT/STATE OF IOWA MASTER AGREEMENT 19101
BETWEEN THE GOODYEAR TIRE & RUBBER COMPANY AND THE STATE OF IOWA**

THIS SECOND AMENDMENT ("Amendment") is made to the NASPO ValuePoint/State of Iowa Master Agreement 19101 executed November 5, 2018 (the "Agreement"), by and between The Goodyear Tire & Rubber Company ("Contractor") and the State of Iowa ("Lead State"), together hereinafter referred to as the "Parties", and shall be effective as of February 15, 2019 ("Amendment Effective Date"). WHEREAS, the Agreement establishes the terms and conditions under which Contractor provides the staffing and related services for the Lead State;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties hereby agrees as follows:

- 1. Section 4.2.4.10. Emergency Roadside Assistance within Section 4.2.4. Detailed Services Specifications (Scope of Work) in RFP1118005083 is restated and added to Section 2 - Scope of Work in the Agreement:**

Section 4.2.4.10. within Section 4.2.4. of RFP1118005083 currently states:

Emergency Roadside Assistance (price per hour for labor or service call)
Offeror's Approved Distributors shall provide complete twenty-four (24) hour roadside service, as required. Dispatch response time (arrival time by Offeror's Approved Distributors to Using Entity identified location), shall occur within the time parameters requested by the Using Entity at the time of contact (one hour, 2-5 hours, 24 hours etc.). Offeror's Approved Distributors shall make every effort possible, including having all necessary tools, replacement materials and labor on hand at time of repair, to make all roadside repairs and tire replacement(s) in a safe, cost efficient manner. In the event that Offeror's Approved Distributors is unable or unwilling to respond within the required dispatch time after telephone notification of the emergency, the Using Entity reserves the right to procure the Products or Services or a combination of Products and Services elsewhere without contract violation.

Section 4.2.4.10. within Section 4.2.4. of RFP1118005083 is amended in Section 2 – Scope of Work in the Agreement to state:

2.2.4.13. Emergency Roadside Assistance

Contractor's Approved Distributors who are equipped to provide roadside assistance will provide complete twenty-four (24) hour roadside service, as required. Dispatch response time (arrival time by Contractor's Approved Distributors to Using Entity identified location), shall occur within the time parameters stated in the Participating Addendum (one hour, 2-5 hours, 24 hours etc.). Contractor's Approved Distributors who are equipped to provide roadside assistance will make every effort possible, including having all necessary tools, replacement materials and labor on hand at time of repair, to make all roadside repairs and tire replacement(s) in a safe, cost efficient manner. In the event that Contractor's Approved Distributor is unable or unwilling to respond within the required dispatch

time after telephone notification of the emergency, the Using Entity reserves the right to procure the Products or Services or a combination of Products and Services elsewhere without contract violation.

Contractor will provide its national price list and terms for emergency roadside assistance. Rates and service terms may be negotiated by the Participating State or Entity and established through the Participating Addendum.

Except as expressly amended hereby, all of the provisions of the Agreement shall remain unchanged and shall continue in full force and effect. From and after the Amendment Effective Date, all references in the Agreement to "this Contract" (and all indirect references such as "herein", "hereby", "hereunder", and "hereof") shall be deemed to refer to the Contract as amended by this Amendment.

THE GOODYEAR TIRE & RUBBER COMPANY

By: 

Name: Maylon Carroll

Title: Channel Manager Government Sales

Date: 2/20/19

STATE OF IOWA

**IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES –
CENTRAL PROCUREMENT**

By: 

Name: Allen Meyer

Title: Chief Operating Officer

Date: 2/20/19

COMMERCIAL SERVICE PRICING

TRUCK TIRE ROAD SERVICE

Pickup or delivery of tires, wheels, rims for replacement, retreading, or repair will be subject to a P&D Fuel surcharge. All regular in-shop rates will apply for work performed. **ALL ROAD SERVICE WILL BE CHARGED AT AN HOUR AND HALF HOUR RATE.**

All service charges include at no extra cost miscellaneous road service labor charges such as flat repairs up to 3/8" diameter and mounts and dismounts. Charges for materials may be assessed such as valve hardware, studs, tubes, etc.

All Goodyear National and Consumer accounts and their divisions and subsidiaries are approved to receive National Account billing on truck tire service charges that may be incurred unless otherwise stated in the National Account Instruction Manual.

These charges are countrywide. The below prices apply to National Account purchases when delivered by any supply point, including dealers. Portal to portal charges are to be calculated from the servicing dealer location only.

Emergency/Yard Service Calls

Emergency Road Service Regular Hours – Service that is needed right away, on the highway – 8:00am to 5:00pm.

Emergency Road Service After Hours – 5:00pm to 8:00am – Supply point may elect to charge a 2 hour minimum for after hours emergency service calls.

ADDITIONAL CHARGES THAT MAY BE INCURRED	Product Code	CHARGE
Towing Fees	046 154	FR/CML
Toll Fees	046 428	FR/CML
Mileage Over 20 Miles Per Call (Portal to Portal) Adjusted Weekly, see www.tire-hq.com	046 904	
Fuel Surcharge First 20 miles is charged a surcharge, flat charge indexed weekly. Applies to pickup delivery and road service calls. Adjusted Weekly, see www.tire-hq.com	047 526	
Commercial Wide Base Scrap Disposal Fee	046 375	FR/CML
Commercial Disposal Fee except AR, OK – ineligible with new tire purchase (NY max \$2.50)	046 356	FR/CML
Tire Disposal for AR and OK only w/out tire purchase – for consumer or commercial tires	040 206	FR/CML

TRUCK TIRE ROAD SERVICE CONT.

BASIC ROAD SERVICES		
The fleet and the dealer are to establish one of the 2 methods of billing w/ the service provider prior to work being performed	Product Code	CHARGE
Emerg Road Svc Call-Reg Hrs./Per Hr. - 8:00am - 5:00pm Monday thru Friday	046 240	\$ 109.00
Emerg Road Svc Call-Reg Hrs./Per 1/2 Hr. - 8:00am - 5:00 pm Monday thru Friday	046 241	\$ 54.50
Emerg Road Svc Call-After Hrs./Per Hr. - 5:00pm - 8:00am Monday – Friday, All Day Sat, Sun and Holidays	046 242	\$ 129.00
Emerg Road Svc Call-After Hrs./Per 1/2 Hr. - 5:00pm - 8:00am Monday – Friday, All Day Sat, Sun and Holidays	046 243	\$ 64.50
YARD CALL		
An agreed upon time by both the servicing provider and the customer usually to take place within 3 to 8 business hours during regular business hours either the same or early next day. Time is charged by the hour on the customer location with a 1 hour minimum. Includes all labor – parts excluded	Product Code	CHARGE
Yard Call-Reg Hrs./Per Hr.	046 244	\$ 89.00
Yard Call-Reg Hrs./Per 1/2 Hr.	046 245	\$ 44.50
Yard Call-After Hrs./Per Hr.	046 246	\$ 109.00
Yard Call-After Hrs./Per 1/2 Hr.	046 247	\$ 54.50
Yard Call One Time Charge		
Charged as a one time charge by both the serviceing provider and the customer.	046 911	\$ 40.00
EMERGENCY UNSCHEDULED YARD CALL		
Fleet requesting someone to come over ASAP. Time is charged portal to portal w/ mileage. If call exceeds 20 miles round trip, mileage is charged. Includes all labor- parts excluded	Product Code	CHARGE
Emerg Unscheduled Yard Call Hrs/Per Hr.	046 381	\$ 95.00
Emerg Unscheduled Yard Call per 1/2 Hr.	046 382	\$ 47.50

National Account customers will not pay shop supplies

*** All prices are for most vehicles, some may require additional charges.**

Abbreviations- ADT- Actual Diagnostic Time; CIR- Current Inspection Rate; CL/GSP- Current list or Goodyear Selling Price; F/R- Flat rate; N/C No Charge; CML- Current Manufacturer's List

Updated 12/01/2018

NASPO ValuePoint
PARTICIPATING ADDENDUM

TIRES, TUBES AND SERVICES
Led by the State of Iowa



EXHIBIT C

Master Agreement #: 19101

Contractor: **THE GOODYEAR TIRE AND RUBBER COMPANY**

Participating Entity: **STATE OF FLORIDA**

The following products or services are included in this contract portfolio:

- All products and accessories listed on the Contractor page of the NASPO ValuePoint website.

Master Agreement Terms and Conditions:

1. **Scope:** This addendum covers the *Tires, Tubes & Services* led by the State of Iowa, for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Florida. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Contact:	The Goodyear Tire & Rubber Company Jeff Goodenow
Address:	200 Innovation Way, Akron, OH 44316-0001
Telephone:	(330) 796-4352
Fax:	(330) 796-3404
Email:	jsgoodenow@goodyear.com

TIRES, TUBES AND SERVICES
Led by the State of Iowa

EXHIBIT C

Participating Entity

Name:	Florida Department of Management Services Division of State Purchasing
Address:	4050 Esplanade Way, Tallahassee, FL 32399
Telephone:	(850) 488-8440
Fax:	(850) 414-6122
Email:	singlesource@dms.myflorida.com

4. **Participating Entity Modifications or Additions To The Master Agreement**
These modifications or additions apply only to actions and relationships within the Participating Entity:

Participating Entity must check one of the boxes below.

- ☐ No changes to the terms and conditions of the Master Agreement are required.
- ☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

See Exhibit A, Special Contract Conditions, and Exhibit B, Goodyear Price Sheets.

5. Subcontractors: All contactors, dealers, and resellers authorized in the State of Florida, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
6. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.
7. Delivery: The Contractor is responsible for all shipping charges related to this contract.

NASPO ValuePoint
PARTICIPATING ADDENDUM

TIRES, TUBES AND SERVICES
Led by the State of Iowa



EXHIBIT C

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: <i>State of FL</i>	Contractor: The Goodyear Tire & Rubber Company
Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>
Name: <i>David Clark</i>	Name: Michael V Dwyer
Title: <i>Chief of Staff</i>	Title: Chief Customer Officer North America
Date: <i>3/27/19</i>	Date: <i>3/22/19</i>



For questions on executing a participating addendum, please contact:
NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	(775) 720-3404
Email:	sberry@naspovaluepoint.org

*[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in
appropriate data bases.]*



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, December 13, 2022	
Agenda Item Name	
Ordinance No. 2022-033 <i>Final</i> <i>Clonts Property Rezoning</i>	
Requested Action	
Recommend tabling to January 10, 2023	
Staff Report	
<i>This application was tabled from the August 23, 2022 City Council meeting to allow refinement and further study of the traffic impact on the Wellness Way Area Road Network. The updated traffic study was received on October 27, 2022 and time was needed for the City's Traffic Consultant review. The application was tabled from November 8, 2022 to the December 13, 2022 meeting.</i> The applicant is requesting a rezoning to a Planned Unit Development (PUD) to construct a multi-family development consisting of 328 units. The site is approximately 27.5 acres and is located just east of US 27 and directly north of the Olympus Sports and Entertainment development. In October of 2019, the property owner obtained a Developers Agreement from the city that entitled the parent parcel (approx. 52 acres) to 12 units per acre and up to 152,000 square feet of commercial and retail use. The current applicant is only requesting to develop the eastern half of the development and will return to city council when ready to develop the western portion that is adjacent to Highway 27. The property is currently zoned Urban Transition with a Future Land Use of Master Planned Development. The applicant has provided an updated conceptual site plan, prepared by Poulos & Bennett dated August 10th 2022. The plan was updated due to an incorrect exhibit on sheet C5.00, Typical Roadway Sections. The applicant is proposing 328 apartment units along with amenities consisting of a community pool, activity lawn, and promenade. The density of the project is at 12 dwelling units per acre, which is permitted by the Developers Agreement and the Future Land Use. As part of the design, the applicant is requesting relief from the city's grading code. For residential properties, the current code allows for a maximum cut or fill of 10 feet. In this case, because of the topography, the applicant is requesting up to a 35 foot cut over 17% of the site, in which most of it is in the proposed stormwater pond. A small portion, about 1/2 acre or 1.9% is outside of the pond and is expected to have up to 18 feet of cut. The fill area is expected to be up to 12 feet of fill over 0.5 % of the site. Another request by the applicant is to allow retaining walls with a maximum height of 8 feet. Per city code, retaining walls shall have a maximum height of 6 feet. The proposed PUD is consistent with the Master Planned Development Future Land Use and the spirit of the Wellness Way Area Plan. The PUD ordinance has several specific conditions that the applicant will need to satisfy in order to continue to move forward on the development of the site, if approved by City Council. These conditions include the extension of utility lines to the area in a timely manner and mitigation strategies for payment for the proportionate fair share in the Hartwood Marsh improvements and for the proportionate fair share for a traffic signal at the US27 and Wellness Way intersection. The applicant will be entering into a proportionate share mitigation agreement for school concurrency with the Lake County School Board, which is supplied in the packet for review and the City is a party thereof. Staff has reviewed the application and proposed project in regards to Section 122-315 Review Criteria for a Planned Unit Development. The project is adjacent to a major arterial, US 27, and a new road, Wellness Way. Public utilities will be brought to the site by the developer and the City does have capacity to serve the project. The proposed project is not in conflict with the City's Comprehensive Plan or Land Development Code. Staff	

recommends approval of Ordinance No. 2022-033. *The Planning and Zoning Commission recommended unanimous approval, 7-0.*

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|--|--|
| 1. | Ord. 2022-033 Clonts Rezoning (08.16.2022) | Ord. 2022-033 Clonts Rezoning (08.16.2022).pdf |
| 2. | Clonts legal ad | Clonts legal ad.pdf |



CITY OF CLERMONT
ORDINANCE NO. 2022-033

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1.

The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION:

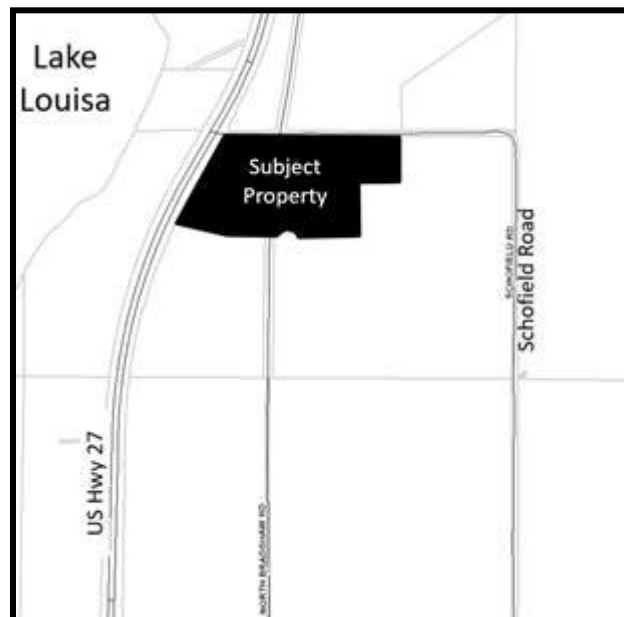
LEGAL DESCRIPTION: A PORTION OF SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST, LYING EAST OF US HIGHWAY 27, SOUTH OF SCHOFIELD ROAD LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°30'42"W W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1424.92 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S00°13'39"E, A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTH RIGHT OF E, A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCHOFIELD ROAD (A VARIABLE WIDTH COUNTY MAINTAINED RIGHT OF WAY); THENCE CONTINUE S00°13'39", A DISTANCE OF 87.00 FEET TO THE POINT OF BEGINNING; THENCE S89°30'42"W ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1735.91 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY 27 ALSO KNOWN AS STATE ROAD 25 (A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FP NO. 238422 1 DATED: NOVEMBER 8, 2005); THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY THE FOLLOWING FIVE (5) COURSES AND DISTANCES: THENCE S29°58'09"W, A DISTANCE OF 3.93 FEET; THENCE N59°58'28"W, A DISTANCE OF 14.98 FEET; THENCE S29°56'43"W, A DISTANCE OF 449.91 FEET; THENCE N59°59'46"W, A DISTANCE OF 4.97 FEET; THENCE S29°56'22"W, A DISTANCE OF 68.87 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 5579.01 FEET, A CENTRAL ANGLE OF 06°56'55", A CHORD BEARING OF S26°27'55"W AND A CHORD DISTANCE OF 676.18 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 676.59 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN S67°38'24"E, A DISTANCE OF 469.15 FEET; THENCE S89°50'54"E, A DISTANCE OF 664.70 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 120°00'00", A

CHORD BEARING OF S89°52'26"E AND A CHORD DISTANCE OF 155.88 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 188.50 FEET TO THE END OF SAID CURVE; THENCE S89°54'20"E, A DISTANCE OF 724.09 FEET; THENCE N00°06'56"E, A DISTANCE OF 771.53 FEET; THENCE S89°53'03"E, A DISTANCE OF 297.15 FEET; THENCE N44°56'39"E, A DISTANCE E, A DISTANCE OF 56.40 FEET; THENCE N00°13'39"W, A DISTANCE OF 433.99 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2,275,197.41 SQUARE FEET OR 52.23 ACRES MORE OR LESS.

LOCATION:

2 miles south of Hartwood Marsh Road,
East of US 27 at the Schofield Road intersection
Alternate Key 1462436



PROPERTY REZONING

**Rezone the property from Urban Transition to
Planned Unit Development (PUD) for multi-family use and commercial use**

SECTION 2: GENERAL CONDITIONS

This application for a Planned Unit Development is to allow for a multi-family residential Planned Unit Development along with future C-2 General Commercial uses:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.

2. The property shall be developed in substantial accordance with the PUD Concept Plan prepared by Poulos & Bennett dated August 10, 2022. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. Fiber optic conduit and pull boxes may be required to be installed by the developer in the utility easements to extend the City's fiber optic network. The City's Information Technology Director will work with the developer at the time of site plan review to determine the extent of fiber optic conduit.

SECTION 3: LAND USES AND SPECIFIC CONDITIONS:

1. As a result of a developer's agreement entered into by the City of Clermont and Clonts Groves, Inc, dated October 22, 2019, the project shall have a density of twelve (12) dwellings units per net acre. The multi-family acreage is 27.37 acres, thus a total of 328 multi-family dwelling units may be constructed.
2. The future development parcel (Parcel 2), according to the Developer's Agreement, may have up to one hundred fifty-two thousand five hundred (152,500) square feet of commercial, retail and office uses. No multi-family will be permitted on Parcel 2.
3. To the extent of a conflict between this Ordinance and the October 22, 2019 Clonts Groves, Inc. Development Agreement related to the subject property, this Ordinance shall control and prevail.
4. Phasing of Development: The project may be developed in one or more phases.
5. The project may have a maximum cut of up to 35 feet over 17% of the multi-family area, as indicated on the Clonts Groves PUD Cut/Fill Exhibit. These changes will be submitted to the City Engineer at the time of final engineering.
6. The project may have a maximum fill of up to 12 feet over .5% of the project area, as indicated on the Clonts Groves PUD Cut/Fill Exhibit. These changes will be submitted to the City Engineer at the time of final engineering.

7. Development Standards

Building Placement	Multi-family
Front yard minimum	15'
Front Build-to-zone	15' to 25'
Street Side Yard minimum	10'
Side Yard minimum	0/5'
Rear Yard minimum	10'
Building Stories/Ft. Maximum height	4/60'
Minimum Living Area	500 SF

8. Retaining wall heights up to 8 feet in height are allowed to deal with grading on the site.
9. The Project shall meet the Cit of Clermont Land Development Regulations for Signage, Parking Requirements, and Landscaping.
10. The Project will adhere to dark sky standards.
11. An environmental assessment addressing habitat and species shall be submitted to the City during the construction plan approval stage of the overall development. Applicable permits for any gopher tortoises and associated burrow commensal species or other endangered species found on the property must be received from the appropriate regulatory agencies prior to the initiation of the development activity.
12. School concurrency shall be met before final site plan approval in accordance with the Comprehensive Plan and Land Development Code.
13. This Planned Unit Development shall become null and void if substantial construction work on the multi-family portion of the Project has not begun within five (5) years of the date that this Planned Unit Development is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.
14. Trash compacters may be substituted for dumpsters for the project if the Applicant can demonstrate it can sufficiently meet the waste demands for the project, subject to City Manager approval, or designated staff.
15. The buildings shall be constructed in a manner that shall meet the Wellness Way Community Design Guidelines and Standards and as represented in the provided elevations in Exhibit B.

16. The Developer shall enter into a Proportionate Share Transportation Impact Fee Credit agreement with Lake County prior to the issuance of a building permit. The Agreement shall require the Developer to fund improvements for right-of-way, design, permitting, and construction of roadways, traffic signals, intersection improvements for Transportation impact fee credits based upon the following priorities:
 - i. Payment in escrow to Lake County for the acquisition of the four lane right-of-way from Conserv for Wellness Way;
 - ii. Design and permitting of Wellness Way from US 27 to the Orange County line as a four lane roadway;
 - iii. Construction of Wellness Way from Hancock Road to the Orange County line as the first two lanes of the ultimate four lane roadway;
 - iv. Payment in escrow to Lake County for the acquisition of the four lane right-of-way from Conserv for Hancock Road;
 - v. Design and permitting of Hancock Road from Wellness Way to the northern boundary of the Conserv property as a four lane roadway;
 - vi. Construction of Hancock Road from Wellness Way to the entrance of the Fuqua project south of Hartwood Marsh Road as the first 2-lanes of the ultimate 4-lane roadway;
 - vii. Construction of the 3rd and 4th lanes of Wellness Way from US 27 to the Hancock/Schofield intersection;
 - viii. Or as stipulated in the Proportionate Share Agreement.
17. The Developer will be responsible for their proportionate share of traffic signals, when warranted, at the time of construction for intersections that serve the project, including Wellness Way. The proportionate share shall be based upon the actual cost of traffic signals at the time they are constructed.
18. The Developer will be responsible for the construction of the roadways as indicated on Sheet No. C6.00 Road Way Network Plan of the Clonts PUD Concept Plan that indicate dedicated roadways. These include the N. Bradshaw Road and the internal privately maintained east-west road for public use.
19. The development shall comply with all applicable County and Florida Department of Transportation access management requirements. The final access points shall be determined during the final site plan and final engineering review and may change from the conceptual plan.
20. Decorative street lighting shall be included for all Planned Unit Development internal roadways and along Bradshaw Road adjacent to the project. The Developer shall coordinate with the power utility provider for the installation and placement. The Developer shall be responsible for the cost of installation, maintenance and operation.
21. As documented in Section 21 of the October 22, 2019 Clonts Groves, Inc. Development Agreement, the Owner agrees to remove the existing communication tower no later than December 31, 2031.



CITY OF CLERMONT
ORDINANCE NO. 2022-033

22. The property management office shall prominently notify tenants in writing that mining activities are in the vicinity and shall inform potential tenants of the sounds, fugitive dust particles and other potential hazards that may be encountered periodically resulting from the existing sand mine. In addition, the Project is located within the Lake Louisa State Park Smoke Shed and at times, less than desirable conditions may exist due to controlled burning. This shall also be conveyed to and acknowledged by the tenants as well.

SECTION 4: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 5: SEVERABILITY

Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from the Section to which such holding shall apply.

SECTION 6: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 7: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida.

SECTION 8: PUBLICATION AND EFFECTIVE DATE

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2022-033

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 23rd day of August 2022.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

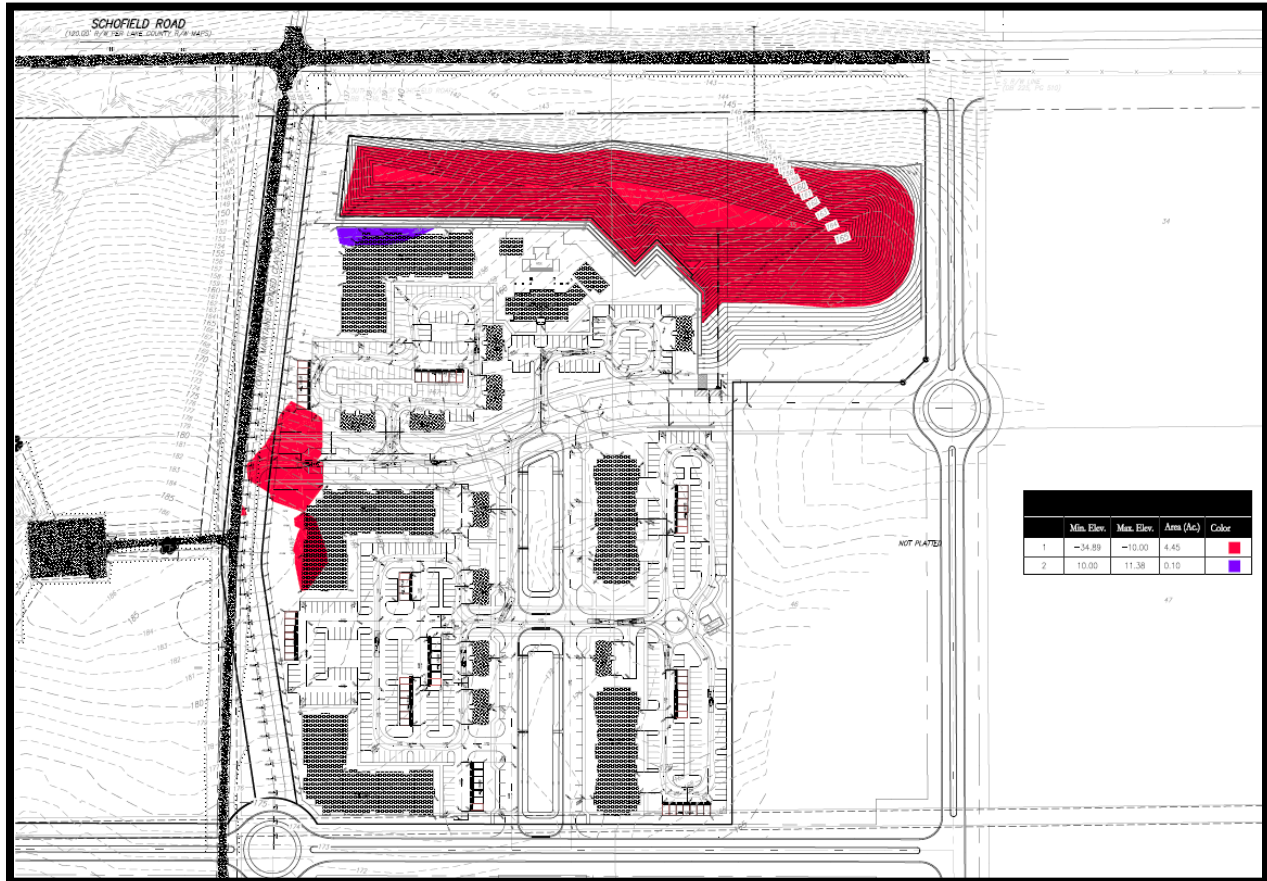
Exhibit A:
PUD Conceptual Plan



Exhibit B:
Sample Elevation



Exhibit C:
Clonts Groves PUD Cut/Fill Exhibit



LEGAL NOTICE

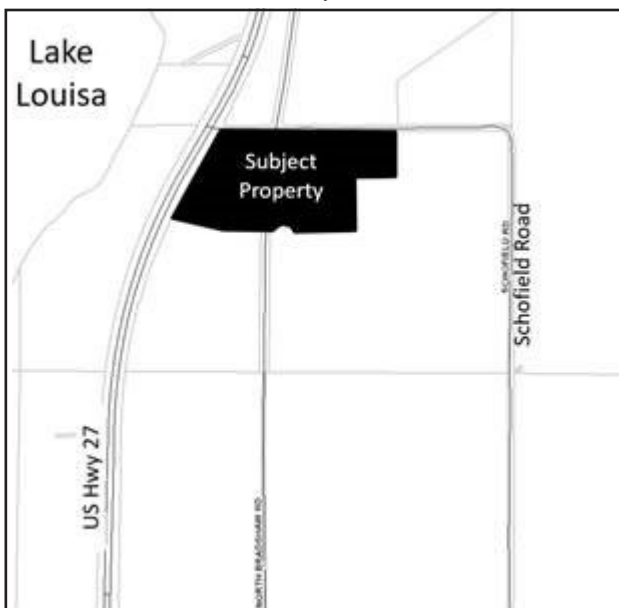
On Tuesday, August 2, 2022 at 6:30 PM the Clermont Planning & Zoning Commission will consider the enactment of following proposed ordinance and on Tuesday, August 23, 2022 at 6:30 PM at a public hearing the request will be held before the City Council for Final Adoption.

ORDINANCE NO. 2022-033

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT, REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW, PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND EFFECTIVE DATE.

LOCATION

2 miles south of Hartwood Marsh Road,
East of US 27 at the Schofield Road intersection
Alternate Key 1462436



LEGAL DESCRIPTION

LEGAL DESCRIPTION: A PORTION OF SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST, LYING EAST OF US HIGHWAY 27, SOUTH OF SCHOFIELD ROAD LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°30'42"W W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1424.92 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S00°13'39"E, A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTH RIGHT OF E, A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCHOFIELD ROAD (A VARIABLE WIDTH COUNTY MAINTAINED RIGHT OF WAY); THENCE CONTINUE S00°13'39", A DISTANCE OF 87.00 FEET TO THE POINT OF BEGINNING; THENCE S89°30'42"W ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1735.91 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY 27 ALSO KNOWN AS STATE ROAD 25 (A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FP NO. 238422 1 DATED: NOVEMBER 8, 2005); THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY THE FOLLOWING FIVE (5) COURSES AND DISTANCES: THENCE S29°58'09"W, A DISTANCE OF 3.93 FEET; THENCE N59°58'28"W, A DISTANCE OF 14.98 FEET; THENCE S29°56'43"W, A DISTANCE OF 449.91 FEET; THENCE N59°59'46"W, A DISTANCE OF 4.97 FEET; THENCE S29°56'22"W, A DISTANCE OF 68.87 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 5579.01 FEET, A CENTRAL ANGLE OF 06°56'55", A CHORD BEARING OF S26°27'55"W AND A CHORD DISTANCE OF 676.18 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 676.59 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN S67°38'24"E, A DISTANCE OF 469.15 FEET; THENCE S89°50'54"E, A DISTANCE OF 664.70 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 120°00'00", A CHORD BEARING OF S89°52'26"E AND A CHORD DISTANCE OF 155.88 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 188.50 FEET TO THE END OF SAID CURVE; THENCE S89°54'20"E, A DISTANCE OF 724.09 FEET; THENCE N00°06'56"E, A DISTANCE OF 771.53 FEET; THENCE S89°53'03"E, A DISTANCE OF 297.15 FEET; THENCE N44°56'39"E, A DISTANCE E, A DISTANCE OF 56.40 FEET; THENCE N00°13'39"W, A DISTANCE OF 433.99 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2,275,197.41 SQUARE FEET OR 52.23 ACRES MORE OR LESS.

PROPERTY REZONING

**Rezone the property from Urban Transition to
Planned Unit Development (PUD) for multi-family use and commercial use**

All public meetings are held in the Clermont City Hall, Council Chambers located at 685 W. Montrose Street, Clermont, FL 34711.

This ordinance is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

All interested parties shall be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings

Tracy Ackroyd Howe, MMC
City Clerk

AGENDA ITEM

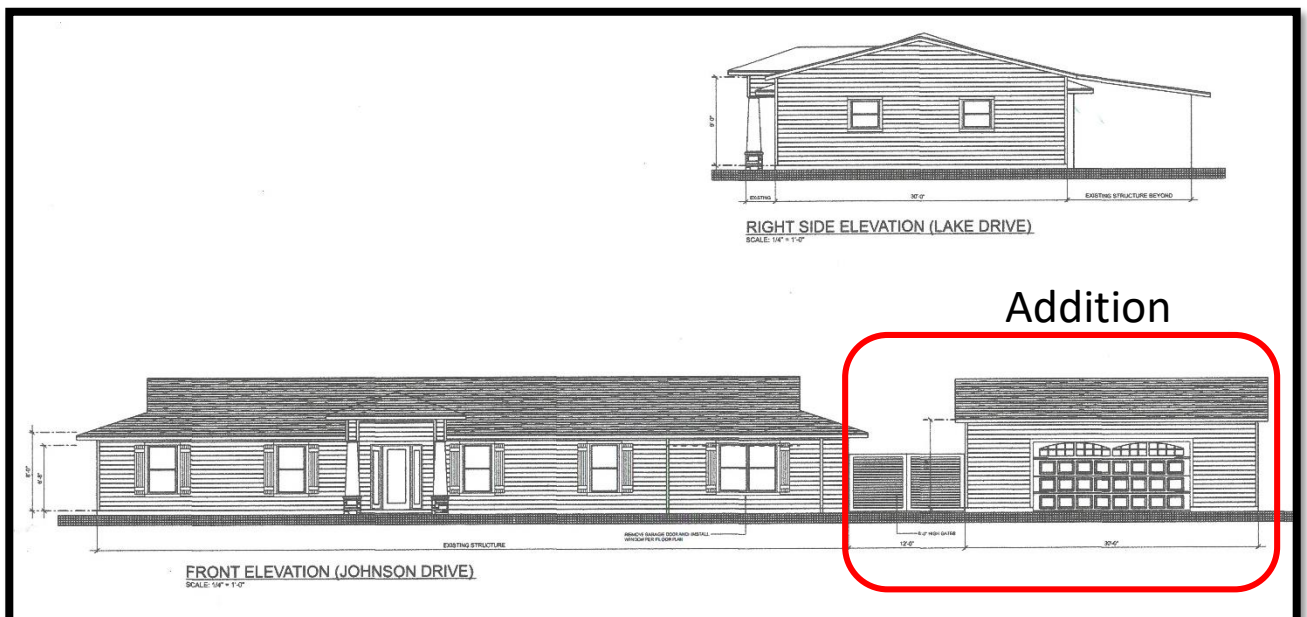
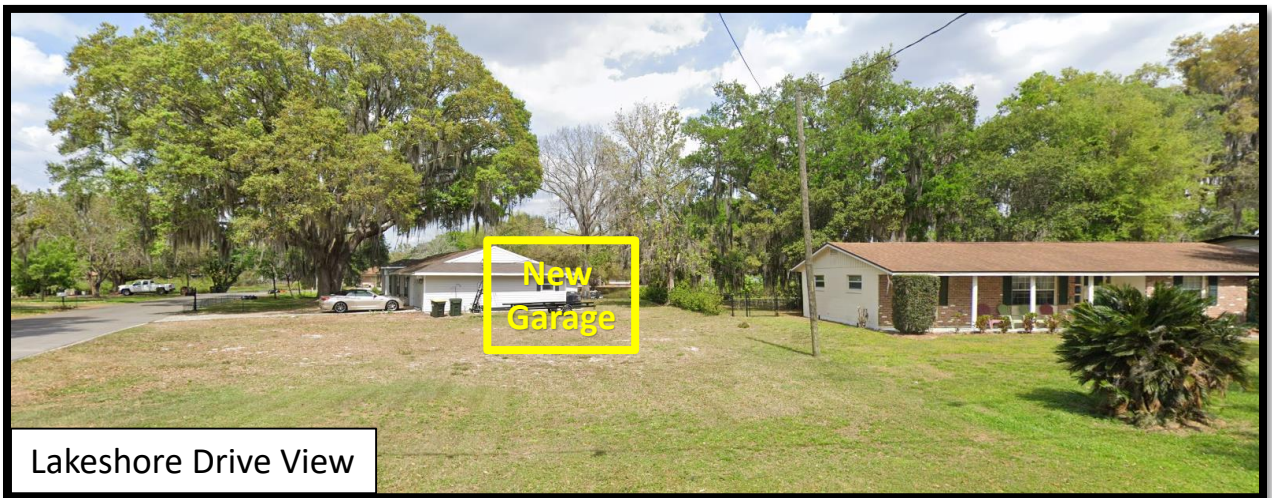
Meeting Date	
Tuesday, December 13, 2022	
Agenda Item Name	
Variance Request 1875 Johnson Drive	
Requested Action	
Recommend denial of the variance request	
Staff Report	
The property owner, Eric Engelmann, is requesting a variance to the Land Development Code (LDC), Section 122-105, for property located at 1875 Johnson Drive. The variance request is to allow for a rear yard setback of 12 feet instead of 25 feet as required by the Land Development Code. The property is zoned R-1-A, Single Family Low Density Residential. The property is developed with a single family home that was constructed in 1976. The property is irregularly shaped and has 2 road frontages that require larger setbacks on the lot. The front of the house faces Johnson Drive and the side of the house is towards Lakeshore Drive.  The owner is requesting a variance to allow for the construction of a new two-car garage adjacent to the home. The proposed garage will be 30 feet by 30 feet and will not be attached to the home. The existing garage in the home will be converted into a handicap accessible bedroom and bathroom for the owner's elderly parent. The proposed garage will encroach thirteen (13) feet into the 25 feet rear yard setback, in which the corner of the garage will be 12 feet from the rear property line. The garage will be constructed matching the home's architectural features and materials. The garage addition does not appear to be out of character with the surrounding properties since a majority of the homes on Johnson Drive have garages that are accessed from the front and have a minimum nine-foot side yard setback. Section 86-174 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does not meet a positive finding on <u>one</u> of the five criteria. Therefore, staff recommends denial of the variance request.	
Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	Maps	Maps.pdf	
2.	Survey	Survey.pdf	
3.	Site plan	Site plan.pdf	
4.	New 86-174 Review Criteria 1875 Johnson	New 86-174 Review Criteria 1875 Johnson.pdf	
5.	Application	Application.pdf	
6.	Legal Ad	Legal Ad.pdf	

1875 Johnson Drive – Variance Request



1875 Johnson Drive – Variance Request



[illegible]

Page 593

LEGAL DESCRIPTION: LOT 1, BLOCK A, WINONA SHORES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 14, PAGE 6, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.



1875 JOHNSON DRIVE
CLERMONT, FL.

ASMA & ASMA,
P.A.



Long Surveying, Inc.

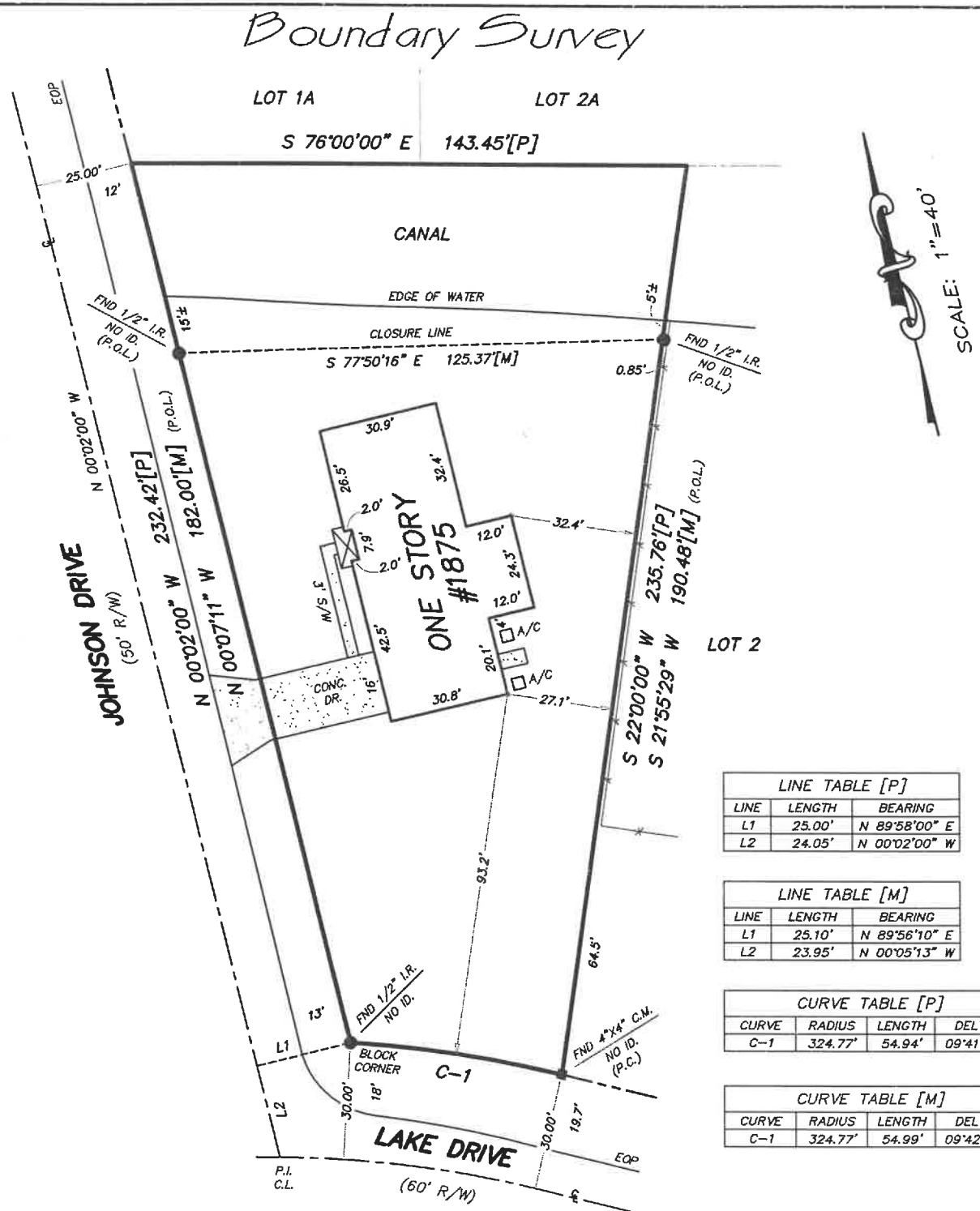
"Specializing in Residential Surveying"
LB No. 7371
1061 S. Sun Dr. Ste. #1113
Lake Mary, FL 32746
Office 407-330-9717
Fax 407-330-9775
www.longsurveying.com

DRAWN BY: KZR GG	CHECKED BY: BRETT
---------------------	----------------------

CERTIFIED TO:
NAUDERE MICHAEL GHAJAR-DOWLATSHAHI AND
JACQUELINE TOUCHTON
ASMA & ASMA, P.A.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
UNITED WHOLESALE MORTGAGE

COMMUNITY NO:
120133
PANEL: 0570 SUFFIX: E F.I.R.M. DATE: 12/18/12
FLOOD ZONE: X/AE

SURVEY NO. 107016	FIELD DATE: 04/27/20
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LINE TABLE [P]		
LINE	LENGTH	BEARING
L1	25.00'	N 89°58'00" E
L2	24.05'	N 00°02'00" W

LINE TABLE [M]		
LINE	LENGTH	BEARING
L1	25.10'	N 89°56'10" E
L2	23.95'	N 00°05'13" W

CURVE TABLE [P]			
CURVE	RADIUS	LENGTH	DELTA
C-1	324.77'	54.94'	09°41'33"

CURVE TABLE [M]			
CURVE	RADIUS	LENGTH	DELTA
C-1	324.77'	54.99'	09°42'05"

- A/C - AIR CONDITIONER
- A.E - ALLEY EASEMENT
- B.C - BLOCK CORNER
- BLK - BLOCK
- C.B - CONCRETE BLOCK
- C.B.S - CONCRETE BLOCK STRUCTURE
- C.M - CONCRETE MONUMENT
- CONC - CONCRETE
- D - DEED
- D.E - DRAINAGE EASEMENT
- E.O.P - EDGE OF PAVEMENT
- F.C.C - FOUND CROSS CUT
- F.F.E - FINISHED FLOOR ELEVATION
- FND - FOUND
- ID - IDENTIFICATION
- I.P - IRON PIPE
- I.R - IRON ROD
- I.R.C - IRON ROD & CAP
- L - ARC LENGTH
- L.B - LAND SURVEYING BUSINESS
- L.S - LAND SURVEYOR
- L.E - LANDSCAPE EASEMENT
- M - MEASURED
- M.E - MAINTENANCE EASEMENT
- N&D - NAIL AND DISK
- P - PLAT
- P.E - PEDESTRIAN EASEMENT
- P.C - POINT OF CURVATURE
- P.C.C - POINT OF COMPOUND CURVATURE
- P.C.P - PERMANENT CONTROL POINT
- P.L - PROPERTY LINE
- P.O.B - POINT OF BEGINNING
- P.O.C - POINT OF COMMENCEMENT
- P.O.L - POINT ON LINE
- P.R.C - POINT OF REVERSE CURVE
- P.R.M - PERMANENT REFERENCE MONUMENT
- P.D.A.E - PRIVATE DRAINAGE AND ALLEY EASEMENT
- P.T - POINT OF TANGENT
- R - RADIUS
- R/W - RIGHT OF WAY
- S/W - SIDEWALK
- U.E - UTILITY EASEMENT
- W.F.S - WOOD FRAME STRUCTURE

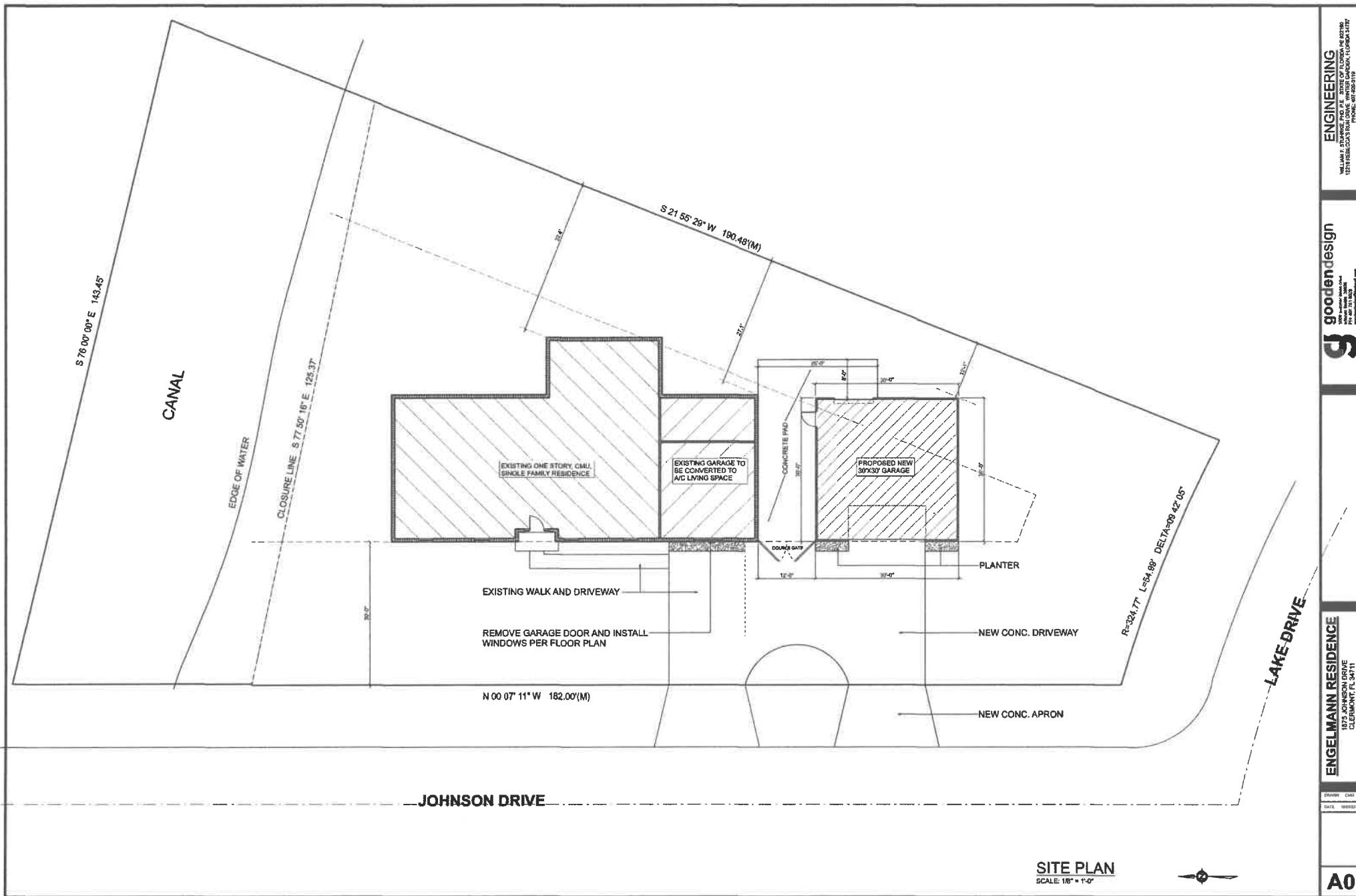
- RIGHT-OF-WAY LINE
- CENTERLINE
- x- BARB WIRE FENCE
- WOOD FENCE
- x- CHAIN LINK FENCE
- PLASTIC FENCE

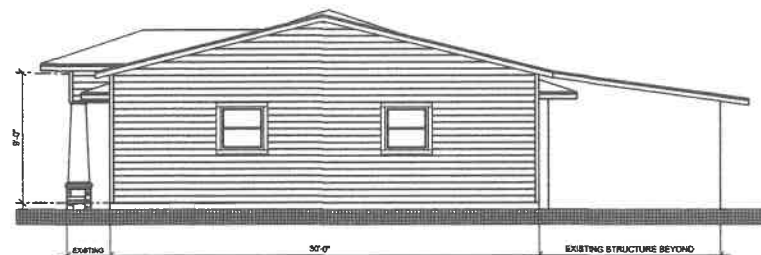
BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF JOHNSON DRIVE BEING N 00°02'00" W PER PLAT

- NOTES:
- 1) This survey is based on the legal description as provided by the Client
 - 2) This Surveyor has not abstracted the land shown hereon for easements, rights of way or restrictions of record which may affect the title or use of the land
 - 3) Do not reconstruct property lines from building ties
 - 4) No footing or overhangs have been located except as shown
 - 5) No improvements or utilities have been located except as shown
 - 6) Not valid without a signature and the authenticated electronic seal or the original raised seal of a Florida licensed Surveyor and Mapper

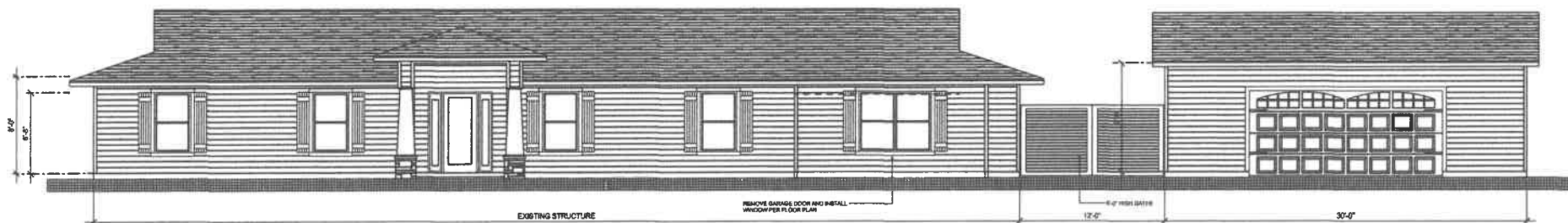
Certification: I certify that this survey was made under my direction and that it meets the minimum technical standards set forth by the Board of Professional Land Surveyors and Mappers in Chapter 472, Florida Administrative Code, pursuant to Section 472.022, Florida Statutes.

No. 5910
STATE OF FLORIDA
LEON L. HAMPTON P.S.M. NO. 5910





RIGHT SIDE ELEVATION (LAKE DRIVE)
SCALE: 1/4" = 1'-0"



FRONT ELEVATION (JOHNSON DRIVE)
SCALE: 1/4" = 1'-0"

1875 Johnson Drive -- Variance

The requirements for a variance are as follows:

“Sec. 86-174, Review Criteria and Finding. When reviewing an application for a variance, the City Council shall not vary the requirements of the land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:”

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;

Applicant response: *We feel granting this variance will not impact any of the neighbors as our rear set back is essentially a side setback for most homes and the 12’ is more than the side setback requires and the building will add to the value of the property and surrounding neighborhood.*

Staff comments: *The variance request to allow the rear-yard setback less than the minimum 25-foot required setback for the construction of the 2-car garage may negatively impact the adjacent property owner. However, the side yard setback in the R-1-A zoning District could permit this garage nine feet from the side setback of the existing adjacent home if the orientation of the home was different on the lot.*

Negative finding

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;

Applicant response: *This variance will allow for reasonable usage of the property and is consistent with the neighborhood.*

Staff comments: *The variance request is not out of character with other properties in this zoning district in this area. This area consists of many older homes on a variety of lot configurations. The variance would allow the applicant reasonable use of the property.*

Positive finding

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;

Applicant response: *By granting the variance, we are allowed to bring my mother to our home to take care of her. She is now living alone after my father’s death last year, and she is handicapped and needs special care. We need the extra space to allow us to care for her at home. Denying the variance will not improve the city, but granting it can help my 83-year old mother.*

Staff comments: *The requested variance to the land development code will not further any legitimate city objective and granting the variance would outweigh the benefits over if it was denied.*

Positive finding

- (4) The granting of the variance is consistent with the city's comprehensive plan;
Applicant response: The granting of the variance not only adds to the value of the property and community, but it will allow at home care for my handicapped mother. Helping relieve the burden on our elder care system.

Staff comments: The variance request is consistent with the comprehensive plan goals, objectives and policies for single family residential.

Positive finding

- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure of the benefits that would be achieved under the other variance criteria by granting of the variance outweigh the benefits under this criteria if the variance was denied;
Applicant response: Granting the variance allows us to be able to provide a loving home for my elderly mother with room in the garage for wheelchair accessibility and two cars, along with storage for the items she has from her current home.

Staff comments: The requested variance is the minimum allowed for reasonable use of the land to construct the 2-car garage. The irregular shape of the lot and fronting on 2 roads provide for a challenging building envelope on a lot platted from 1957.

Positive finding

STAFF RECOMMENDATION: Section 86-174 of the Land Development Code requires a positive finding on all Review Criteria and Findings requirements for granting a variance. Staff has reviewed the application as presented and finds the application meets four of the five criteria on a positive finding. Therefore, staff recommends denial of the variance request to the Land Development Code.



CITY OF CLERMONT VARIANCE APPLICATION

DATE <u>10-26-2022</u>		FEE: <u>\$300</u> <u>Paid</u>	
Project Name (if applicable)			
Applicant <u>ERIC L. ENGELMANN</u>			
Contact Person <u>ERIC L. ENGELMANN</u>			
Address <u>1875 JOHNSON DR.</u>		City <u>CLERMONT</u>	State <u>FL</u> Zip <u>34711</u>
Telephone <u>305-469-1691</u>		Fax <u>N/A</u>	
Email <u>dr@drecfl.com</u>			
OWNER INFORMATION ☐ (Check box if information is same as Applicant)			
Owner's Name <u>BARBARA & ERIC ENGELMANN</u>			
Owner Address <u>1875 JOHNSON DR.</u>		City <u>CLERMONT</u>	State <u>FL</u> Zip <u>34711</u>
Telephone <u>305-469-1691</u>		Email <u>dr@drecfl.com</u>	
PROPERTY INFORMATION			
Address of Subject Property <u>1875 JOHNSON DR.</u>		City <u>CLERMONT</u>	State <u>FL</u> Zip <u>34711</u>
General Location <u>EAST CORNER OF JOHNSON DR. AND LAKESHORE DRIVE</u> <u>WEST OF THE LAKE WINONA CANAL</u>			
Legal Description & Alternate Key (include copy of survey) <u>AK 11628806</u> <u>LOT 1A BLK A & LOT 1, BLK B IN WINONA SHORES</u> <u>S/D PB 14, PG. 6</u>			
Land Use (City verification required) <u>SF. LOW DENSITY</u>			
Zoning (City verification required) <u>R-1-A</u>			



CITY OF CLERMONT VARIANCE APPLICATION

Answers to the following questions are required to complete this application.

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:

SEC 122-105 (1)

What are you proposing to do that would require a variance and why?

WE ARE PROPOSING TO BUILD A 2 CAR GARAGE UNATTACHED TO THE EXISTING HOUSE AND CONVERT THE EXISTING 2 CAR GARAGE INTO A BED ROOM & BATHROOM WHICH IS HANDICAP ACCESSABLE TO TAKE CARE OF MY ELDERLY MOTHER

How does the Code create a hardship?

DUE TO THE SHAPE OF THE LOT, AND ITS CORNER POSITION THE CURRENT SET BACKS CREATE A HARDSHIP IN ALLOWING US TO ADD THE NEEDED GARAGE SPACE FOR WHEELCHAIR ACCESSABILITY.

The following justifications must be completed for any variance requested:

Variance requested – subject and code section:

ALLOW A 29.7' SET BACK FROM THE FRONT TO MATCH THE EXISTING HOUSE AS OPPOSED TO THE NORMAL 35' SETBACK

ALLOW A 12' SET BACK ON THE REAR, AS OPPOSED TO THE 25' SETBACK

Sec. 86-174. Review criteria and findings. NEEDED DUE TO THE SHAPE OF THE LOT.

CODE 1998, SEC 122-105 YARDS

When reviewing an application for a variance, the City Council shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;

WE FEEL GRANTING THIS VARIANCE WILL NOT IMPACT ANY OF THE NEIGHBORS AS OUR REAR SET BACK IS ESSENTIALLY A SIDE SETBACK FOR MOST HOMES AND THE 12' IS MORE THAN THE SIDE SET BACK REQUIRES AND THE BUILDING WILL ADD TO THE VALUE OF THE PROPERTY & SURROUNDING NEIGHBORHOOD.

- (2) The variance will allow a reasonable used of the property, which use in not out of character with other properties in the same zoning category;

THIS VARIANCE WILL ALLOW FOR REASONABLE USAGE OF THE PROPERTY AND IS CONSISTENT WITH THE NEIGHBORHOOD.

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;

BY GRANTING THE VARIANCE, WE ARE ALLOWED TO BRING MY MOTHER TO OUR HOME TO TAKE CARE OF HER. SHE IS NOW LIVING ALONE AFTER MY FATHERS DEATH LAST YEAR, AND SHE IS HANDICAPPED & NEEDS SPECIAL CARE. WE NEED THE EXTRA SPACE TO ALLOW US TO CARE FOR HER AT HOME. DENYING THE VARIANCE WILL NOT IMPROVE THE CITY, BUT GRANTING IT CAN HELP MY 83 YO. MOTHER.



CITY OF CLERMONT
**VARIANCE
APPLICATION**

(4) The granting of the variance is consistent with the city's comprehensive plan; and

THE GRANTING OF THE VARIANCE NOT ONLY ADDS TO THE VALUE OF THE PROPERTY & COMMUNITY, BUT IT WILL ALLOW AT HOME CARE FOR MY HANDICAPPED MOTHER HELPING RELIEVE THE BURDEN ON OUR ELDER CARE SYSTEM.

(5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied.

GRANTING THE VARIANCE ALLOWS US TO BE ABLE TO PROVIDE A LIVING HOME FOR MY ELDERLY MOTHER WITH ROOM IN THE GARAGE FOR WHEELCHAIR ACCESSABILITY & TWO CARS, ALONG WITH STORAGE FOR THE ITEMS SHE HAS FROM HER CURRENT HOME.

ERIC L. ENGELMANN

Applicant Name (print)

x Eric L. Engelmann

Applicant Name (signature)

ERIC L. ENGELMANN

Owner Name (print)

x Eric L. Engelmann

Owner Name (signature)

NOTICE

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE. APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL 34712-0219
(352) 394-4083 Fax: (352) 394 3542

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	11/17/2022
Order Number:	8080352
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	41.0000
Height in Inches:	0.0000

Print

Product	# Insertions	Start - End	Category
LEE Daily Commercial	2	12/06/2022 - 12/07/2022	Bids & Proposals
LEE dailycommercial.com	2	12/06/2022 - 12/07/2022	Bids & Proposals

Total Order Confirmation

\$129.72

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider a request at a public hearing on Tuesday, December 13, 2022 at 6:30 PM for the following variance: to allow for a rear yard setback of 12 feet rather than 25 feet, as required by the Land Development Code, Section 122-105, at the following location:

LOCATION

1875 Johnson Drive
(AK 1628806)

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711.

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont FL.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
December 6, 2022



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 13, 2022		
Agenda Item Name		
Resolution No. 2022-044R		
Requested Action		
Staff Report		
The resolution provides for the City Council's approval for federal income tax purposes of the issuance of revenue bonds by the Orange County Health Facilities Authority (the "Orange County Authority") created pursuant to the Health Facilities Authorities Law, Part III of Chapter 154 of the Florida Statutes, in an original aggregate principal not to exceed \$175,000,000 to fund a loan to South Lake Hospital, Inc. a nonprofit corporation (the "Borrower"), in order to (a) finance, refinance, or reimburse the costs of acquiring, constructing, renovating and equipping a new 5-story bed tower addition to the existing Orlando Health South Lake Hospital, as well as an expansion of the existing women's pavilion located therein, together with related, offices, parking and ancillary facilities located or to be located on the current South Lake Hospital Campus at 1900 Don Wickam Drive in Clermont, Florida, (b) provide one or more debt service reserve funds for the benefit of all or a portion of the Bonds, (c) pay a portion of the interest to accrue on the Bonds, (d) pay certain working capital expenditures, and (e) pay certain costs of issuance of the Bonds, including the costs of any credit or liquidity enhancement thereof. The bonds will be special limited obligations of the Orange County Authority payable solely from the revenues generated by South Lake Hospital, Inc. and certain of its affiliates and, accordingly, (i) the City will have no obligations or liability with respect to the bonds, (ii) the City will have no obligations related to the operation of the borrower., (iii) the borrower has agreed to indemnify the City for any claims related to the issuance of bonds, and (iv) the City's bond rating and future bonding capacity will not be negatively impacted by this transaction.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2022-044R - Orlando Health TEFRA (12.7.2022)	2022-044R - Orlando Health TEFRA (12.7.2022).pdf	
2. Letter to Clermont Mayor and City Council - 2022	Letter to Clermont Mayor and City Council - 2022.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2022-044R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, APPROVING THE ISSUANCE BY THE ORANGE COUNTY HEALTH FACILITIES AUTHORITY OF ITS HOSPITAL REVENUE BONDS (ORLANDO HEALTH OBLIGATED GROUP) IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED [\$175,000,000], WITH RESPECT TO HEALTHCARE FACILITIES IN CLERMONT, FLORIDA, IN ONE OR MORE SERIES OVER THE LONGEST PERIOD PERMITTED BY LAW, FOR THE BENEFIT OF SOUTH LAKE HOSPITAL, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Orange County Health Facilities Authority (the “Orange County Authority”) has been created pursuant to the Health Facilities Authorities Law, Part III of Chapter 154 of the Florida Statutes, as amended; and

WHEREAS, South Lake Hospital, Inc., a Florida not-for-profit corporation (“South Lake”) has requested the Orange County Authority to issue its Hospital Revenue Bonds (Orlando Health Obligated Group) under a plan of finance in an aggregate principal amount not to exceed \$175,000,000, with respect to its healthcare facilities in Clermont, Florida, in one or more series over the longest period permitted by law; and

WHEREAS, the proceeds of the bonds issued under such plan (the “Bonds”) will be loaned to South Lake, and used to (a) finance, refinance, or reimburse the costs of acquiring, constructing, renovating and equipping a new 5-story bed tower addition to the existing Orlando Health South Lake Hospital, as well as an expansion of the existing women’s pavilion located therein, together with related, offices, parking and ancillary facilities of South Lake (the initial principal user of such facilities), located or to be located on the current South Lake Hospital Campus at 1900 Don Wickam Drive in Clermont, Florida (collectively, the “Project”), (b) provide one or more debt service reserve funds for the benefit of all or a portion of the Bonds, if deemed necessary or desirable, (c) pay a portion of the interest to accrue on the Bonds, if deemed necessary or desirable, (d) pay certain working capital expenditures, if deemed necessary or desirable, and (e) pay certain costs of issuance of the Bonds, including the costs of any credit or liquidity enhancement thereof, if deemed necessary or desirable; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), requires the approval of the issuance of the Bonds by the City Council of the City of Clermont, Florida (the “City Council”), as the “applicable elected representative” under Section 147(f) of the Code, after a public hearing following reasonable public notice; and

WHEREAS, attached hereto as Exhibit A is a copy of the Notice of Public Hearing (the “Notice”) of a Public Hearing held by the City Council on December 13, 2022 (the “Public Hearing”), which notice was posted on the City of Clermont’s public website on December 6, 2022;



CITY OF CLERMONT
RESOLUTION NO. 2022-044R

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Florida, as follows:

SECTION 1: APPROVAL OF ISSUANCE OF THE BONDS

The issuance by the Orange County Authority of the foregoing Bonds, under the plan of finance describe above, in an aggregate principal amount not to exceed **[\$175,000,000]** with respect to the healthcare facilities in Clermont, Florida, described above, in one or more series over the longest period permitted by law for the purposes set forth above, is hereby approved, subject to the limitations set forth in Sections 2 and 3.

SECTION 2: CITY'S LIMITED APPROVAL AND OBLIGATIONS

(a) The Bonds do not constitute a debt, liability or obligation of the City of Clermont, Florida or of the State of Florida or of any political subdivision thereof, or a pledge of the faith and credit or any taxing power of the City of Clermont, Florida or of the State of Florida or of any political subdivision thereof, but shall be limited obligations of the Orange County Authority payable solely from and secured by a pledge of payments to be made only by South Lake and certain of its affiliates (the "Orlando Health Obligated Group"). The approval given by the City in this Resolution is solely for the purpose of satisfying the requirements of the Code and shall not be construed as an evaluation by the City of the likelihood of the repayment of the debt service on the Bonds. Further, the approval by the City Council of the issuance of the Bonds by the Orange County Authority shall not be construed to obligate the City to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the acquisition, construction and operation of the Project.

(b) No recourse under or upon any obligation, covenant or agreement of this Resolution or the Bonds or any agreement executed in connection with the Bonds, or for any claim based thereon or otherwise in respect thereof, shall be had against any City Council members, the City Manager, the Clerk or the City Attorney or any other staff, past, present or future, either directly or through the City, it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the City Council members, the City Manager, the Clerk or the City Attorney or any other staff, under or by reason of the obligations, covenants or agreements contained in this Resolution or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such City Council member, the City Manager, the Clerk or the City Attorney or any other staff, are waived and released as a condition of, and as a consideration for, the adoption of this Resolution on the part of the City.

SECTION 3: PURPOSE AND LIMITATIONS ON THE APPROVAL BY THE CITY

The approval given herein shall be solely for the purpose of satisfying the requirements of Section 147(f) of the Code, and shall not be construed as an approval of any zoning application or any regulatory permit required in connection with the issuance of the Bonds or the Project, or



CITY OF CLERMONT
RESOLUTION NO. 2022-044R

creating any vested rights for the Project with respect to any land use regulations, and the City Council shall not be construed by virtue of its adoption of this Resolution to have waived, or be estopped from asserting, any rights or responsibilities it may have in that regard. The approval given herein shall not be construed as an endorsement or approval or recommendation of the creditworthiness of the Orlando Health Obligated Group or a recommendation to prospective purchasers to purchase the Bonds.

SECTION 4: FURTHER ACTS

The Mayor and, if necessary, the City Clerk shall sign all necessary documents on behalf of the City to comply with South Lake's requirements of the documentation pursuant to which the Bonds will be issued, and shall furnish the Orange County Authority and South Lake with such further assurances as the Orange County Authority and South Lake may reasonably require of the City in connection with the issuance and sale of the Bonds which are in conformity with the limitations of this Resolution in Sections 2 and 3.

SECTION 5: RATIFICATION OF ACTS

All of the acts and doings of the Mayor of the City and of the members of the City Council, officials, officers, agents and employees of the City which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved. Additionally, the City Council hereby ratifies the publication of the Notice in connection with the holding of the Public Hearing.

SECTION 6: CONFLICTS

All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7: SEVERABILITY

If any portion of this Resolution is declared invalid, the invalidated portion shall be severed from the remainder of the Resolution, and the remainder of the Resolution shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Resolution as a whole

SECTION 8: INDEMNIFICATION

The receipt of the Indemnification Certificate of the Borrower attached hereto as Exhibit B and incorporated hereby by reference is a material inducement to the City in granting the approval set forth herein.

SECTION 9: EFFECTIVE DATE

This Resolution shall become effective immediately upon its passage and adoption.



CITY OF CLERMONT
RESOLUTION NO. 2022-044R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 13th day of December 2022.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to Form and Legality:

Daniel F. Mantzaris, City Attorney

EXHIBIT A

COPY OF NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held by the City Council (the “Council”) of the City of Clermont, Florida (the “City”) on Tuesday, December 13, 2022 at 6:30 p.m. in the Clermont City Council Chambers of Clermont City Hall, located at 685 West Montrose Street in Clermont, Florida, regarding a plan by the Orange County Health Facilities Authority (the “Authority”) to issue its Hospital Revenue Bonds (Orlando Health Obligated Group) in an aggregate principal amount not to exceed \$175,000,000 with respect to the healthcare facilities in Clermont, Florida described in this notice, in one or more series over the longest period permitted by law. The proceeds of the bonds issued under such plan (the “Bonds”) will be loaned to South Lake Hospital, Inc., a Florida not-for-profit corporation (“South Lake”) and will be qualified 501(c)(3) bonds (as defined in Section 145 of the Internal Revenue Code of 1986, as amended (the “Code”), and will be used to (a) finance, refinance, or reimburse the costs of acquiring, constructing, renovating and equipping a new 5-story bed tower addition to the existing Orlando Health South Lake Hospital, as well as an expansion of the existing women’s pavilion located therein, together with related, offices, parking and ancillary facilities of South Lake (the initial principal user of such facilities), located or to be located on the current South Lake Hospital Campus at 1900 Don Wickam Drive in Clermont, Florida, (b) provide one or more debt service reserve funds for the benefit of all or a portion of the Bonds, if deemed necessary or desirable, (c) pay a portion of the interest to accrue on the Bonds, if deemed necessary or desirable, (d) pay certain working capital expenditures, if deemed necessary or desirable, and (e) pay certain costs of issuance of the Bonds, including the costs of any credit or liquidity enhancement thereof, if deemed necessary or desirable.

The public hearing is required by Section 147(f) of the Code. Interested individuals are invited to express their views, both orally and in writing, on the proposed issuance of the Bonds by the Authority for the benefit of Orlando Health. Comments at the public hearing are invited. Written comments may be submitted to Orlando Health or to the City in care of its City Clerk at 685 West Montrose Street, Clermont, Florida 34711 or by email at cityclerk@clermontfl.org, until the conclusion of the public hearing. At the conclusion of the public hearing, the Council will consider the adoption of a resolution approving the issuance of the Bonds solely for the purposes of Section 147(f) of the Code. A copy of the proposed resolution can be inspected at the office of the City Clerk at the address set forth above. Additional information can be obtained from Orlando Health or the City in care of its City Clerk at the address listed above.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (352) 241-7330 (Voice) no later than two (2) business days prior to the proceeding or by contacting the City Clerk’s Office at cityclerk@clermontfl.org. TTY users may call via 711 (Florida Relay Service) no later than two (2) business days prior to the proceeding.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises that if any person decides to appeal any decision made by the Council with respect to any matter considered at such hearing, such person 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 the evidence upon which the appeal is to be based.

Tracy Ackroyd Howe, MMC
City Clerk

December 6, 2022

EXHIBIT B

INDEMNIFICATION CERTIFICATE OF THE BORROWER

The undersigned hereby certifies that he or she is authorized to execute and deliver this Indemnification Certificate of the Borrower and further represents, on behalf of South Lake Hospital, Inc., a Florida not for profit corporation ("South Lake"), and certain of its affiliates (collectively, the "Orlando Health Obligated Group"), the following (capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in Resolution No. 2022-044R adopted by the City Council (the "City Council") of City of Clermont, Florida (the "City") on December 13, 2022 (the "City Resolution")):

- (1) South Lake has requested the Orange County Health Facilities Authority to issue its Hospital Revenue Bonds (Orlando Health Obligated Group) under a plan of finance in an aggregate principal amount not to exceed \$175,000,000, with respect to its healthcare facilities in Clermont, Florida, in one or more series over the longest period permitted by law;
- (2) The proceeds of the bonds issued under such plan (the "Bonds") will be loaned to South Lake, and used to (a) finance, refinance, or reimburse the costs of acquiring, constructing, renovating and equipping a new 5-story bed tower addition to the existing Orlando Health South Lake Hospital, as well as an expansion of the existing women's pavilion located therein, together with related, offices, parking and ancillary facilities of South Lake (the initial principal user of such facilities), located or to be located on the current South Lake Hospital Campus at 1900 Don Wickam Drive in Clermont, Florida (collectively, the "Project"), (b) provide one or more debt service reserve funds for the benefit of all or a portion of the Bonds, if deemed necessary or desirable, (c) pay a portion of the interest to accrue on the Bonds, if deemed necessary or desirable, (d) pay certain working capital expenditures, if deemed necessary or desirable, and (e) pay certain costs of issuance of the Bonds, including the costs of any credit or liquidity enhancement thereof, if deemed necessary or desirable;
- (3) In order to finance the costs of the Project from the proceeds of the Bonds on a tax-exempt basis, it is necessary to hold a public hearing and approve the issuance of the Bonds for the purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code");
- (4) The Borrower has requested the City Council to hold such public hearing and approve the issuance of the Bonds for purposes of Section 147(f) of the Code; and

(5) The City desires indemnification from the Borrower and the other members of the Orlando Health Obligated Group as a material inducement to the City Council holding such hearing and granting the foregoing approval.

NOW THEREFORE, THE UNDERSIGNED, ON BEHALF OF THE BORROWER AND THE ORLANDO HEALTH OBLIGATED GROUP, DOES HEREBY: Agree to defend the City and its officials, employees, attorneys and agents and the members of the City Council, and hold the City and its officials, employees, attorneys and agents and the members of the City Council, harmless against any and all claims, losses, liabilities or damages to property or any injury or death of any person or persons occurring in connection with the issuance of the Bonds or the acquisition, construction or operation of the Project by or on behalf of the Borrower, including in the case of any and all negligence of such indemnitee, or in any way growing out of or resulting from the Project or from the issuance, sale or delivery of the Bonds, including, but not limited to, liabilities or costs arising under the Code, the Securities Act of 1933, the Securities Exchange Act of 1934 or any applicable securities law of the State, including, without limitation, all costs and expenses of the City, including reasonable attorneys' fees, incurred in connection therewith.

IN WITNESS WHEREOF, the Borrower has executed this Indemnification Certificate of the Borrower this 13 day December, 2022.

SOUTH LAKE HOSPITAL, INC., a Florida not for profit corporation, on behalf of itself and the other members of the Orlando Health Obligated Group

By: _____
Name: _____
Title: _____

[Signature Page | Indemnification Certificate of the Borrower - Clermont]

ATTORNEYS AT LAW

ONE INDEPENDENT DRIVE, SUITE 1300
JACKSONVILLE, FL 32202-5017
904.359.2000 TEL
904.359.8700 FAX
www.foley.com

CLIENT/MATTER NUMBER
081776-0119

December 6, 2022

The Honorable Mayor and
Members of the City Council
of the City of Clermont
City Hall
685 W. Montrose St.
Clermont, FL 34712

Re: Proposed Resolution (the "Resolution") of the City Council
approving, solely for the purposes of Section 147(f) of the
Internal Revenue Code, the issuance by the Orange County
Health Facilities Authority of its Hospital Revenue Bonds
(Orlando Health Obligated Group) (the "Bonds")

Ladies and Gentlemen:

We are acting as special counsel to the City of Clermont, Florida ("City") in connection with the consideration by the City Council of the proposed Resolution.

The proposed Resolution provides for the City Council's approval for federal income tax purposes of the issuance of the Bonds by the Orange County Health Facilities Authority (the "Orange County Authority") created pursuant to the Health Facilities Authorities Law, Part III of Chapter 154 of the Florida Statutes.

The Bonds are to be issued in an original aggregate principal amount not to exceed \$175,000,000 to fund a loan to South Lake Hospital, Inc., a nonprofit corporation (the "Borrower"), in order to (a) finance, refinance, or reimburse the costs of acquiring, constructing, renovating and equipping a new 5-story bed tower addition to the existing Orlando Health South Lake Hospital, as well as an expansion of the existing women's pavilion located therein, together with related offices, parking and ancillary facilities located or to be located on the current South Lake Hospital Campus at 1900 Don Wickam Drive in Clermont, Florida (collectively, the "Project"), (b) provide one or more debt service reserve funds for the benefit of all or a portion of the Bonds, (c) pay a portion of the interest to accrue on the Bonds, (d) pay certain working capital expenditures, and (e) pay certain costs of issuance of the Bonds, including the costs of any credit or liquidity enhancement thereof.

BOSTON
BRUSSELS
CHICAGO
DETROIT

JACKSONVILLE
LOS ANGELES
MADISON
MIAMI

MILWAUKEE
NEW YORK
ORLANDO
SACRAMENTO

SAN DIEGO
SAN FRANCISCO
SHANGHAI
SILICON VALLEY

TALLAHASSEE
TAMPA
TOKYO
WASHINGTON, D.C.

4853-5531-5266.2

Clermont Mayor and City Council

December 6, 2022

Page 2

The Bonds will be special limited obligations of the Orange County Authority payable solely from a pledge of payments to be made by the Borrower and certain of its affiliates.

In connection with the consideration by the City Council of the proposed Resolution, we: (a) have reviewed the proposed Resolution to be considered by the City Council at the request of the Borrower, and (b) confirm to you that (i) the City will have no obligations or liability with respect the Bonds, (ii) the City will have no obligations related to the operations of the Project or the Borrower, (iii) the Borrower has agreed to indemnify the City for any claims related to the issuance of the Bonds, and (iv) the City's bond rating and future bonding capacity will not be negatively impacted by such transaction.

If you would like to discuss any of the foregoing, please do not hesitate to contact us.

Very truly yours,

FOLEY & LARDNER LLP

By: 

Chauncey W. Lever, Jr.
Partner



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 13, 2022		
Agenda Item Name		
Board Appointments		
Requested Action		
Staff Report		
Notice was advertised requesting an application to be submitted to the Clerk's office for individuals interested in serving on the available boards. Attached are the applications submitted to the City. The city code requires individuals serving on the Planning and Zoning Commission to be a registered elector of the city.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Planning and Zoning Board Appointments 2	Planning and Zoning Board Appointments 2.pdf	
2. Niemiec, Vincent	Niemiec, Vincent.pdf	
3. Krzyminski, Max	Krzyminski, Max.pdf	
4. Rogers, Lavonte F.	Rogers, Lavonte F..pdf	
5. Grube, Dieter	Grube, Dieter.pdf	
6. Norton, Matthew	Norton, Matthew.pdf	
7. Guerrero, Ariel	Guerrero, Ariel.pdf	
8. Woodhouse, Patricia	Woodhouse, Patricia.pdf	
9. Bain, Bryan	Bain, Bryan.pdf	
10. Falcon, Katherine	Falcon, Katherine.pdf	
11. Howell, Michelle	Howell, Michelle.pdf	
12. Fornoles, Domingo	Fornoles, Domingo.pdf	
13. Myers, Chandra	Myers, Chandra.pdf	

CURRENT PLANNING AND ZONING COMMISSION	MEMBER	TERM	TERM START DATE	TERM EXP	FIRST YEAR JOINED	DATE LAST APPOINTED	RESIGNATION DATE	ADDRESS/SUBDIVISION	PHONE NUMBER	E-MAIL
	Vincent Niemiec	2 Years	01.01.2021	12.31.2022	2021	12.08.2020		4569 Barrister Drive	646-251-7655	vinnie@nvdjentertainment.com
	Charles Seaver	2 Years	01.01.2021	12.31.2022	2021	12.08.2020		1717 Moring Drive	407-375-3220	cseaver2218@aol.com
	Max Krzyminski	2 Years	01.01.2021	12.31.2022	2017	12.08.2020		3497 Embers Lane	708-289-1115	max.krzyminski@gmail.com
	LaVonte Rogers	2 Years	01.01.2021	12.31.2022	2021	01.12.2021		667 W. Osceola St	352-459-5137	rogerslvt@gmail.com
	Vacant	1 Year	01.01.2022	12.31.2023						
	David Colby		01.01.2022	12.31.2023	2018	12.14.2021		3072 Santa Maria Ave	518-965-1660	davidc@southlakechamber-fl.com
	Jane McAllister		01.01.2022	12.31.2023	2020	12.14.2021		2151 Winsley Street	352-989-5764	janemca1012@yahoo.com

2023-2024 BOARD APPOINTMENT REQUESTS									
PLANNING AND ZONING COMMISSION (4 Seats Available - 2 Year Term) (1 Seat Available -1 Year Term)	REQUESTOR	ADDRESS/SUBDIVISION	CURRENTLY SERVING ON OTHER CITY BOARDS	PRIOR SERVICE TO THE CITY	OTHER BOARDS REQUESTED	REQUESTING	LIVES IN CITY	REGISTERED VOTER	
	Vincent Niemiec	4569 Barrister Drive	Planning & Zoning	Yes		Re-Appointment	Yes	Yes	
	Max Krzyminski	3497 Embers Lane	Planning & Zoning	Yes		Re-Appointment	Yes	Yes	
	Lavonte F. Rogers	667 W. Osceola St. Unit A	Planning & Zoning	Yes		Re-Appointment	Yes	Yes	
	Dieter Grube	3612 Briar Run Drive	Code Enforcement Board	Yes		Appointment	Yes	Yes	
	Matthew Norton	126 Orange Ave	Code Enforcement Board	Yes		Appointment	Yes	Yes	
	Ariel Omar Guerrero	203 Pleasant Hill Drive	Firefighters Pension Board	Yes		Appointment	Yes	Yes	
	Patricia Woodhouse	2010 Sunset Lane		No	Code Enforcement	Appointment	Yes	Yes	
	Bryan Bain	3578 Wind River Run		No	Code Enforcement	Appointment	Yes	Yes	
	Katherine Falcon	280 Edgewood Drive		No	Police Pension & Code Enforcement	Appointment	Yes	Yes	
	Michelle Elizabeth Howell	2530 Citrus Tower Boulevard		No		Appointment	Yes	Yes	
	Domingo (Sonny) Fornoles, Jr.	585 Drew Avenue		No		Appointment	Yes	Yes	
	Chandra Myers	1040 Glenraven Lane		Yes		Appointment	Yes	Yes	

Vincent Niemiec
4569 Barrister Drive
Clermont, FL 34711

October 26, 2022

Email: VNiemiec12@gmail.com
Phone: (646) 251-7655

Tracy Ackroyd Howe
Clermont City Clerk
685 West Montrose Street
Clermont, FL 34711

Dear Tracy Ackroyd Howe,

I am writing to reapply for the position on the Planning and Zoning Commission Advisory Board. After serving 2 years on the P&Z Advisory Board I have only been absent for 1 meeting due to Covid. I feel with the workshop training I received, I am confident that my skills are well-aligned with the role of my position and that I would be an excellent fit to continue to serve on Planning and Zoning Commission Advisory Board.

Sincerely,

A handwritten signature in black ink, appearing to read "Vincent Niemiec", written in a cursive style.

Vincent Niemiec



CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: Vincent Niemiec

Home Address: 4569 Barrister Drive, Clermont, FL, 34711

Phone: 646-251-7655 Alternate: n/a

Email: vniemiec12@gmail.com Occupation: Retired NYC Correction Officer

Provide a statement about yourself indicating background experience:
Currently serving on the Planning and Zoning Commission Advisory Board since 2020.

Received Planning & Zoning workshop training.

Describe your understanding of what the Board of Interest does:

Make recommendations concerning development in the city.

Boards previously served on:

Planning and Zoning Commission Advisory Board

Describe the importance of the Board of Interest to the City of Clermont:

To review and make an accurate recommendation on requests for rezoning, conditional use permits, single-family residential development requests and variances to the code.

Describe what you feel you could bring to the Board of Interest:

After serving for 2 years Planning and Zoning Commission Advisory Board and having received P&Z workshop training, I feel my decision on recommendations would be a perfect fit for the board.



CITY OF CLERMONT – CITY CLERK’S OFFICE
685 W. MONTROSE ST. – CLERMONT, FL 34711
WWW.CLERMONTFL.GOV

Board(s) of Interest: **Please check all that apply**

- ☒ Planning and Zoning Commission*
- ☐ Code Enforcement Board*
- ☐ Community Redevelopment Agency (CRA) Board**
- ☐ Firefighters Pension Board of Trustees*
- ☐ Police Officers Pension Board of Trustees*

Please note:

- Members on boards are required to file an annual Form 1 Financial Disclosure.
- Attach any additional supporting documents relevant to your application.
- **This form becomes a public record once submitted to the City Clerk’s office.**

* Must be a registered elector of the City of Clermont.

** Board Members must reside in or be engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency.

Questions?

- Contact: City Clerk’s Office – 352-241-7330
- Email: Cityclerk@clermontfl.org

Please submit to:

- In person: City Clerk’s Office, 685 W. Montrose Street (2nd Floor), Clermont, FL 34711
- Mail: Tracy Ackroyd Howe, City Clerk, 685 W. Montrose Street or P.O. Box 120219, Clermont, FL 34711
- E-mail: Cityclerk@clermontfl.org
- Fax: 352-394-2394

Max Krzyminski

3497 Embers Ln

Clermont, FL 34711

Max.krzyminski@gmail.com

708-289-1115

Dear City Council Members,

Please accept my enclosed application for the position of Commissioner for the Planning & Zoning Board for the City of Clermont as a current commissioner on the board, I am thrilled to be applying for this position as my experience on the Board as well as in the commercial real estate industry match the requirements you're looking for.

Over the past several years on the board I have not only attended all but two P&Z meeting. I have not missed any meetings this past term. I have also attended all the City Council meeting I could which didn't interfere with prior commitments, which you all preside over. By attending the additional meetings, I have become even more familiar with the City Council Members as well as the citizens of Clermont. The current P&Z board have had several debates and close votes on several issues, which I find fantastic because we are able to hear out the citizens and discuss the future of Clermont from many perspectives, with the guidance of the City Staff. The City Staff has work very hard for each P&Z meeting and the recommendations they provide are not taken lightly. I am able to reach out to the Staff as needed and have worked well with them in the past and look forward to working with them in the future.

Given the opportunity, I will take use my industry knowledge, past experience on the P&Z Board, relationships with Clermont Citizens, Staff and Council Members to help the City of Clermont with the utmost integrity and enthusiasm.

Thank you for your time and consideration.

Best Regards,

Max E Krzyminski



CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: Lavonte F. Rogers

Home Address: 667 W. Osceola St. Unit A Clermont, FL 34711

Phone: 352-459-5137 Alternate: _____

Email: lavonte.rogers@gmail.com Occupation: Teacher

Provide a statement about yourself indicating background experience:

Currently, I'm a teacher for a private school here in Clermont. I love my community and want to take part in servicing this great city and community anyway I can. As a current member of the Planning & Zoning Board, it has been an honor to service the city thus far. I'd like to return to continue serving and learning more about our city and community.

Describe your understanding of what the Board of Interest does:

.As a board member, we are here to make recommendations to the city council. When making recommendations we often have the ability to give another perspective to council. We are also given the opportunity to answer and ask questions to the applicants that could be helpful.

Boards previously served on:

Planning & Zoning Commission Board. (2 years)

Describe the importance of the Board of Interest to the City of Clermont:

I feel that the PNZ board is important because it gives council another perspective. I feel that is also shows consistency in our master plan. If we are all asking the same questions or have the same concern, I believe it's because we all want to make sure the project is conducive for the awesome master plan. Keeping our city the "City of Champions".

Describe what you feel you could bring to the Board of Interest:

Fairness. Plain and simple. Each applicant should be treated with respect and fairness.



Board(s) of Interest: **Please check all that apply**

- ☒ Planning and Zoning Commission*
- ☐ Code Enforcement Board*
- ☐ Community Redevelopment Agency (CRA) Board**
- ☐ Firefighters Pension Board of Trustees*
- ☐ Police Officers Pension Board of Trustees*

Please note:

- Members on boards are required to file an annual Form 1 Financial Disclosure.
- Attach any additional supporting documents relevant to your application.
- **This form becomes a public record once submitted to the City Clerk’s office.**

* Must be a registered elector of the City of Clermont.

** Board Members must reside in or be engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency.

Questions?

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- Email: Cityclerk@clermontfl.org

Please submit to:

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- Fax: 352-394-2394



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685 W. MONTROSE ST. – CLERMONT, FL 34711
WWW.CLERMONTFL.GOV

CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: Dieter Grube

Home Address: 3612 Briar Run Dr., Clermont FL 34711

Phone: 352-223-4901 Alternate: _____

Email: evdieter@hotmail.com Occupation: Retired

Provide a statement about yourself indicating background experience:

A lengthy career in the architectural Plywood industry with direct contact with
construction/project management. Worked extensively on major projects like the Richard M.
Nixon Memorial Library and the Cerritos Performing Arts Center among others.

Describe your understanding of what the Board of Interest does:

Provides input on the approval/disapproval of potential construction projects submitted to the
city

Boards previously served on:

Code enforcement

Describe the importance of the Board of Interest to the City of Clermont:

Determines the suitability of proposed submittals to the future planning of the city

Describe what you feel you could bring to the Board of Interest:

Many years of dealing with major contractors

Extensive construction experience

Common sense



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685 W. MONTROSE ST. – CLERMONT, FL 34711
WWW.CLERMONTFL.GOV

Board(s) of Interest: **Please check all that apply**

- ☒ Planning and Zoning Commission*
- ☐ Code Enforcement Board*
- ☐ Community Redevelopment Agency (CRA) Board**
- ☐ Firefighters Pension Board of Trustees*
- ☐ Police Officers Pension Board of Trustees*

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Questions?

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- E-mail: Cityclerk@clermontfl.org
- Fax: 352-394-2394



CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: Matthew Norton

Home Address: 126 Orange Ave., Clermont, FL 34711

Phone: 407-353-0479 Alternate: _____

Email: norton922@gmail.com Occupation: Production Mgr, Meritage Homes

Provide a statement about yourself indicating background experience:

Since 2016, I have worked for the Orlando Division of Meritage Homes, previously as a
Purchasing Agent and Purchasing Manager, and currently as the Production Manager. My
current duties consist of planning and facilitating permitting for new and existing projects. In
addition, I completed all coursework towards a Master's in Urban & Regional Planning at UF.

Describe your understanding of what the Board of Interest does:

The P&Z Board provides citizen leadership to support and adjudicate the guidelines and
development goals of the city, city council and planning department.

Boards previously served on:

City of Clermont, Code Enforcement Board, 2022
Gainesville Community Redevelopment Agency, 5th Ave/Pleasant St Advisory Board, 2007-08

Describe the importance of the Board of Interest to the City of Clermont:

The P&Z board provides critical support for the City Council and Planning Department, by
facilitating positive and sustainable growth for the City of Clermont and adjacent municipalities.

Describe what you feel you could bring to the Board of Interest:

My career skills primarily consist of leadership and relationship building, with both internal and
external clients, in order to achieve project success through fiscal responsibility and
operational efficiency. My fundamental strengths are collaboration and effective
communication, promoting a culture of mutual responsibility and accomplishment.



Board(s) of Interest: **Please check all that apply**

- ☒ Planning and Zoning Commission*
- ☐ Code Enforcement Board*
- ☐ Community Redevelopment Agency (CRA) Board**
- ☐ Firefighters Pension Board of Trustees*
- ☐ Police Officers Pension Board of Trustees*

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- E-mail: Cityclerk@clermontfl.org
- Fax: 352-394-2394



CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: Ariel Omar Guerrero

Home Address: 203 Pleasant Hill Drive, Clermont, FL. 34711

Phone: 305-788-3195 Alternate: _____

Email: aog373@gmail.com Occupation: Contract Oversight Specialist

Provide a statement about yourself indicating background experience:

27 years of government and public service with the Federal Bureau of Prisons. Retired US NAVY 25 years of service. I have 8 years of experience overseen federal contracts that provide reentry services within the state of Florida. Review federal proposals and solicitations.

Describe your understanding of what the Board of Interest does:

The P&Z has a very integral part with the developement of our city and communities. Recommends to the city commission the best course of action and observing for the best interest of the residents within the city limits.

Boards previously served on:

City of Clermont Firefigthers Pension Board of Trustees (2021-Present) It has being an honor serving in this board, and I am wiling to resing to move forward with the P&Z appointment if seleceted.

Describe the importance of the Board of Interest to the City of Clermont:

The P&Z plays a significant rolle with the development and growth of the city. The duties and responsibilites of the board directly impacts our communities. This appointment has to be taken with the upmost seriousness and professionalism.

Describe what you feel you could bring to the Board of Interest:

My years of experience as a public servant and the understanding of services, and growth withing our communities. I have to objectively review and recommended awards of several federal contracts within several communities in the State to Florida and Puerto Rico.



CITY OF CLERMONT – CITY CLERK’S OFFICE
685 W. MONTROSE ST. – CLERMONT, FL 34711
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Board(s) of Interest: **Please check all that apply**

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- ☐ Firefighters Pension Board of Trustees*
- ☐ Police Officers Pension Board of Trustees*

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- Attach any additional supporting documents relevant to your application.
- **This form becomes a public record once submitted to the City Clerk’s office.**

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** Board Members must reside in or be engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency.

Questions?

- Contact: City Clerk’s Office – 352-241-7330
- Email: Cityclerk@clermontfl.org

Please submit to:

- In person: City Clerk’s Office, 685 W. Montrose Street (2nd Floor), Clermont, FL 34711
- Mail: Tracy Ackroyd Howe, City Clerk, 685 W. Montrose Street or P.O. Box 120219, Clermont, FL 34711
- E-mail: Cityclerk@clermontfl.org
- Fax: 352-394-2394



CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: Matthew Norton

Home Address: 126 Orange Ave., Clermont, FL 34711

Phone: 407-353-0479 Alternate: _____

Email: norton922@gmail.com Occupation: Production Mgr, Meritage Homes

Provide a statement about yourself indicating background experience:

Since 2016, I have worked for the Orlando Division of Meritage Homes, previously as a
Purchasing Agent and Purchasing Manager, and currently as the Production Manager. My
current duties consist of planning and facilitating permitting for new and existing projects. In
addition, I completed all coursework towards a Master's in Urban & Regional Planning at UF.

Describe your understanding of what the Board of Interest does:

The P&Z Board provides citizen leadership to support and adjudicate the guidelines and
development goals of the city, city council and planning department.

Boards previously served on:

City of Clermont, Code Enforcement Board, 2022
Gainesville Community Redevelopment Agency, 5th Ave/Pleasant St Advisory Board, 2007-08

Describe the importance of the Board of Interest to the City of Clermont:

The P&Z board provides critical support for the City Council and Planning Department, by
facilitating positive and sustainable growth for the City of Clermont and adjacent municipalities.

Describe what you feel you could bring to the Board of Interest:

My career skills primarily consist of leadership and relationship building, with both internal and
external clients, in order to achieve project success through fiscal responsibility and
operational efficiency. My fundamental strengths are collaboration and effective
communication, promoting a culture of mutual responsibility and accomplishment.



Board(s) of Interest: **Please check all that apply**

- ☒ Planning and Zoning Commission*
- ☒ Code Enforcement Board*
- ☒ Community Redevelopment Agency (CRA) Board**
- ☐ Firefighters Pension Board of Trustees*
- ☐ Police Officers Pension Board of Trustees*

Please note:

- Members on boards are required to file an annual Form 1 Financial Disclosure.
- Attach any additional supporting documents relevant to your application.
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- Fax: 352-394-2394



CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: Bryan Bain

Home Address: 3578 Wind River Run, Clermont, FL 34711

Phone: 920-279-0498 Alternate: _____

Email: brybain@gmail.com Occupation: Real Estate Agent

Provide a statement about yourself indicating background experience:

I've lived in Clermont for three years, moving here from Wisconsin. I'm a former city council member (two terms) and deputy mayor of Oshkosh, WI. I worked for 20 years in higher education prior to real estate. My degrees are in Criminal Justice/Criminology and Higher Education Administration. I'm also a graduate of Leadership Oshkosh (a chamber program).

Describe your understanding of what the Board of Interest does:

Planning and Zoning is responsible for discussing and recommending future developments within the city, keeping in mind short and long-range goals, comprehensive plans, community needs, best practices, land use, etc. Code Enforcement works with city staff, citizens, and businesses/groups regarding various codes, their enforcement, and outcomes of that process.

Boards previously served on:

I have not served on any boards in Clermont, however, I served on several city boards/commissions as an elected official. I also served as a citizen member of the Oshkosh Plan Commission (prior to election) and was a board member of the Oshkosh Area Humane Society. I've also been on a number of professional boards and committees.

Describe the importance of the Board of Interest to the City of Clermont:

I believe that having citizens serve helps educate and involve more people in the form of government that often affects them the most: the local level. It can improve communication and help people feel more vested in their community. Being involved allows me to part of the solutions for and future of the city, and an involved citizenry is key to positive growth.

Describe what you feel you could bring to the Board of Interest:

I would bring vast experience and knowledge from my higher education and real estate careers, along with what I learned from elected office, citizen involvement, and professional and not-for-profit board work. I have a strong sense of giving back and working toward the "greater good," and this would allow me to develop and deepen my involvement in Clermont.



Board(s) of Interest: **Please check all that apply**

- ☒ Planning and Zoning Commission*
- ☒ Code Enforcement Board*
- ☐ Community Redevelopment Agency (CRA) Board**
- ☐ Firefighters Pension Board of Trustees*
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- Fax: 352-394-2394



CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: Katherine Falcon
Home Address: 280 Edgewood Drive Clermont
Phone: 352-459-4777 Alternate: _____
Email: K.falcon2320@gmail Occupation: Retired adjunct Prof. for LSSC

Provide a statement about yourself indicating background experience:

I grew up in Clermont & graduated for CHS. I attended UCF - bachelors & masters in Ed. Leadership. I worked for LCS as teacher, administrator & HR at district office. I am SHRM-CP certified. I raised my family in Clermont & currently live w. my husband in our beautiful community.

Describe your understanding of what the Board of Interest does:

I understand the members are volunteers that assist elected officials by giving input in decisions being made. They represent the community to ensure the best interests of those who call Clermont home.

Boards previously served on:

UCF Lake County Alumni Board
South Lake Pregnancy & Family Care Center Board
Lake Sumter Society of HR Management Board

Describe the importance of the Board of Interest to the City of Clermont:

The Board should provide accountability. The Board represents the community & should serve as a liaison between citizens & elected officials, overseeing the work of the city.

Describe what you feel you could bring to the Board of Interest:

As an HR Professional, I bring leadership experience and professional integrity. I understand the importance of negotiating & conflict management. I have excellent communication skills & a good moral compass.



Board(s) of Interest: **Please check all that apply**

- ☒ Planning and Zoning Commission*
- ☒ Code Enforcement Board*
- ☒ Community Redevelopment Agency (CRA) Board**
- ☒ Firefighters Pension Board of Trustees*
- ☒ Police Officers Pension Board of Trustees*

(Wherever I am needed)

Please note:

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- Fax: 352-394-2394



CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: Michelle Elizabeth Howell

Home Address: 2530 citrus tower blvd, clermont, fl

Phone: 5615368778 Alternate: _____

Email: michelle.elizabeth.howell@gmail.co Occupation: operations assistant/ coach

Provide a statement about yourself indicating background experience:

I've spent the last four years competing as a professional athlete, I hold a B.S. in Geography with minors in political science and marketing and MBA. Previously I interned with the City of Jacksonville where my reseach was implemented into a CRA focused on blight and vacany

Describe your understanding of what the Board of Interest does:

Board members are entrusted with providing guidance in regards to the growth of the city through redevelopment and revitalization strategies

Boards previously served on:

Describe the importance of the Board of Interest to the City of Clermont:

I belive our communities shape us and are in constant flux. Through revitalization and redevelopment we can continue to shape in order to address the needs associated with economic and population growth as well as create sustainability for long term development

Describe what you feel you could bring to the Board of Interest:

A fresh perspective as a new resident as well as being able to draw on previous experiences within and outside of the realm of urban planning



Board(s) of Interest: **Please check all that apply**

- ☐ Planning and Zoning Commission*
- ☐ Code Enforcement Board*
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- ☐ Firefighters Pension Board of Trustees*
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- Fax: 352-394-2394



CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: DOMINGO (SONNY) FORNOLES, JR.

Home Address: 585 DREW AVE., CLERMONT, FL 34711

Phone: (407) 925-1015 Alternate: (407) 418-1338

Email: sfornoles@borrelliarchitects.com Occupation: Architect

Provide a statement about yourself indicating background experience:

I ' m an experienced Architect with 25+ years of experience in many aspects of the
architectural site and building design process. I have successfully permitted construction
projects in various counties and cities in Florida. In my current role, I work to integrate
landscape and architecture as well as provide mentorship to new architects.

Describe your understanding of what the Board of Interest does:

P & Z Commission provides recommendations on the direction of development within the City
while considering the needs of the residents.

Boards previously served on:

N/A

Describe the importance of the Board of Interest to the City of Clermont:

The P & Z Commission provides valuable guidance when considering long-range plans,
policies, specific plans, and regulations that affect development and the use of land and
buildings within the City.

Describe what you feel you could bring to the Board of Interest:

As a local resident for the past 17 years and having seen the development during that period,
I believe I can contribute my experiences towards positive growth to help aid in the City ' s
decision making process.



Board(s) of Interest: **Please check all that apply**

- ☒ Planning and Zoning Commission*
- ☐ Code Enforcement Board*
- ☒ Community Redevelopment Agency (CRA) Board**
- ☐ Firefighters Pension Board of Trustees*
- ☐ Police Officers Pension Board of Trustees*

Please note:

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Chandra L. Myers
1040 Glenraven Lane
Clermont, FL 34711

Email: clpmyers@aol.com
Phone: (407) 488-8321

Tracy Ackroyd Howe
Clermont City Clerk
685 West Montrose Street
Clermont, FL 34711

November 15, 2022

Dear Tracy Ackroyd Howe:

I am writing to apply for a position on the Planning and Zoning Commission Advisory Board.

I believe in service to our wonderful city and would like the opportunity to serve in this capacity.

I have served in number of community service roles such as but not limited to: A Brownie Girl Scout leader, Family Readiness Leader, and as the Chairwoman of our esteemed Clermont Code Enforcement Board.

In my role as Chairwoman of Code Enforcement I constantly engaged with the public and gained a deep understanding of the city codes and I will bring those same skills to the Planning and Zoning Advisory Board.

Sincerely,



Chandra L. Myers



CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: Chandra Myers

Home Address: 1040 Glenraven lane

Phone: 407-488-8321 Alternate: _____

Email: Clpmyers@aol.com Occupation: Domestic engineer

Provide a statement about yourself indicating background experience:

I served previously as the Chairwoman for the Clermont Code Enforcement Board- Until the city disbanded it.

Describe your understanding of what the Board of Interest does:

To make recommendations about new/and existing developments.

Boards previously served on:

I served as the Chairwoman for the Clermont Code Enforcement Board.

Describe the importance of the Board of Interest to the City of Clermont:

To ensure recommendations are in alignment within city code.

Describe what you feel you could bring to the Board of Interest:

Since I served previously as the Chairwoman for the Clermont Code Enforcement Board, I can make sure everyone is treated with fairness. Secondly, I can make sure the recommendations align with our city codes.



Board(s) of Interest: **Please check all that apply**

- ☒ Planning and Zoning Commission*
- ☐ Code Enforcement Board*
- ☐ Community Redevelopment Agency (CRA) Board**
- ☐ Firefighters Pension Board of Trustees*
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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 13, 2022		
Agenda Item Name		
Ordinance No. 2023-001 <i>Transmittal</i> Evaluation & Appraisal Review (EAR)		
Requested Action		
Recommend transmittal of Ordinance 2023-001		
Staff Report		
Local governments are required to undergo an Evaluation and Appraisal Review (EAR) of the Comprehensive Plan every seven years pursuant to Section 163.3191, Florida Statutes. The purpose of this evaluation is to analyze the Comprehensive Plan Goals, Objectives, and Policies (GOPs) to ensure compliance with changes in state law and local conditions. The analysis includes proposed amendments to the GOPs, which are considered EAR-based amendments, and data reflecting changes in local conditions. In 2023, the City intends to begin the process of updating the entire Comprehensive Plan and Land Development Code to include extensive public engagement. The 2022 EAR-based GOP amendments provide a starting point for this process. On October 25, 2021, the City notified the Department of Economic Opportunity (DEO) that they would undergo amendments to the Comprehensive Plan in order to address changes in statutory compliance, and to complete the next required evaluation and appraisal cycle. The East Central Florida Regional Planning Council (ECFRPC) has been contracted to provide their expertise and resources to complete this task with City staff assistance. A review of legislative changes and local conditions resulted in proposed amendments to the Future Land Use, Housing, Transportation, and Capital Improvements Elements. The Public Facilities School Element is no longer required and will be removed, due to an interlocal agreement with the school board. Furthermore, public schools are addressed in the Capital Improvements, Future Land Use, and Intergovernmental Coordination Elements. The remaining elements contain no EAR-based amendments: Intergovernmental Coordination, Potable Water, Aquifer Recharge, Conservation, Stormwater, Sanitary Sewer, Solid Waste, Recreation and Open Space, and Property Rights. References to Chapter 9J-5, Florida Administrative Code, the minimum criteria rule for local plans, were removed due to its 2011 repeal. The recommended GOP modifications have been listed in the EAR report. Staff recommends transmittal of the EAR to DEO and other state agencies for review and comment.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord. 2023-001 EAR (11.30.2022)	Ord. 2023-001 EAR (11.30.2022).pdf	
2. EAR Report 11.17.22	EAR Report 11.17.22.pdf	
3. Legal ad 2023-001 EAR	Legal ad 2023-001 EAR.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2023-001

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE EVALUATION AND APPRAISAL REPORT PERTAINING TO THE COMPREHENSIVE PLAN FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES BY ADOPTING THE EVALUATION AND APPRAISAL REPORT; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE EVALUATION AND APPRAISAL REPORT; SETTING FORTH THE PURPOSE AND INTENT OF THE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on August 13, 1991, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statutes 163.3191; and

WHEREAS, the Planning and Zoning Commission, acting as the Local Planning Agency, held a public hearing and made recommendations to the City Council for amendments to the plan; and

WHEREAS, the City Council of the City of Clermont held public hearings on the proposed amendments to the plan in light of written comments, proposals and objections from the general public;

NOW, THEREFORE, BE IT ORDAINED and enacted by the City Council of the City of Clermont, Florida that:

SECTION 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, to amend the text of the Comprehensive Plan based upon an evaluation, Evaluation and Appraisal Review, completed by the City to reflect changes in state requirements pursuant to Section 163.3191, Florida Statutes, as amended, by amending to the text of the Future Land Use Element, Housing element, Transportation Element, and Capital Improvements Elements is hereby amended as shown in Exhibit A.

SECTION 2: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.



CITY OF CLERMONT
ORDINANCE NO. 2023-001

SECTION 3: SEVERABILITY

Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from the Section to which such holding shall apply.

SECTION 4: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 5: PUBLICATION AND EFFECTIVE DATE

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2023-001

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 14th day of February 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT
ORDINANCE NO. 2023-001

Attachment A:

**ADOPTED EVALUATION AMENDMENTS
PURSUANT TO SECTION 163.3191
FLORIDA STATUTES, AS AMENDED**

to the Text of the
Future Land Use Element,
Housing element,
Transportation Element,
and Capital Improvements Elements
of the Comprehensive Plan

Submitted on December 13, 2022



CITY OF CLERMONT
COMPREHENSIVE PLAN

EVALUATION AND APPRAISAL REVIEW

November 17, 2022

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Introduction

Local governments are required to undergo an Evaluation and Appraisal Review (EAR) of the Comprehensive Plan every seven years pursuant to Section 163.3191, Florida Statutes. The purpose of this evaluation is to analyze the Comprehensive Plan Goals, Objectives, and Policies (GOPs) to ensure compliance with changes in state law and local conditions. The analysis includes proposed amendments to the GOPs which are considered EAR-based amendments. In 2023, the City intends to begin the process of rewriting the entire Comprehensive Plan and Land Development Code to include extensive public engagement. The 2022 EAR-based GOP amendments provide a starting point to this undertaking.

On August 18, 2014, Clermont submitted a letter to the Florida Department of Economic Opportunity (DEO) to indicate that no amendments were necessary to reflect changes in state requirements set forth in Florida Statutes. On October 25, 2021, the City notified DEO that they would undergo amendments to the Comprehensive Plan in order to address changes in statutory compliance, and to complete the next required evaluation and appraisal cycle. Amendments are to be transmitted to DEO within one year of the notification.

Table 1. Comprehensive Plan Element Adoption and Modification Dates

Element	Adopted/ Amended
Capital Improvements	5/10/2022
Conservation	6/23/2009
Future Land Use	3/22/2022
Housing	6/23/2009
Transportation	6/23/2009
Intergovernmental Coordination	5/10/2022
Recreation and Open Space	6/23/2009
Potable Water	5/10/2022
Stormwater	6/23/2009
Aquifer Recharge	6/23/2009
Sanitary Sewer	6/23/2009
Solid Waste	6/23/2009
Public Facilities School	6/23/2009
Property Rights	2/8/2022

This report provides analysis and data reflecting changes to Florida Statutes and local conditions, including municipality boundary changes and population projections. References to Chapter 9J-5, Florida Administrative Code, the minimum criteria rule for local plans, were removed due to its 2011 repeal. Updates to the Capital Improvements, Intergovernmental Coordination, and Potable Water Elements were adopted May 10, 2022—with the revised Water Supply Facilities Work Plan (September 19, 2021). The Property Rights Element was added in 2022 pursuant to 2021 legislative changes to Section 163.3177(6)(i)2. Many of the other elements have remain unchanged since they were adopted in 2009. The Public Facilities School Element is no longer required and will be removed, due to an interlocal agreement with the school board. Furthermore, public schools are

addressed in the Capital Improvements, Future Land Use, and Intergovernmental Coordination Elements. The recommended GOP modifications have been listed in this report.

Population and housing estimates, as well as projections were obtained from the University of Florida's Shimberg Center for Housing Studies (Shimberg). Estimates and projections by Shimberg are based on 2000 and 2010 U.S. Census data and population projections by the University of Florida's Bureau of Economic and Business Research (BEBR). Total population projection used in this report is tabulated below.

Table 2. Population Estimate and Projections, Lake County and Clermont (2010 to 2040)

Year	Lake County	Percent Change	Clermont	Percent Change
2010*	297,052		28,742	
2020*	366,750	23%	44,301	54%
2025	409,202	12%	54,404	23%
2030	445,400	9%	63,533	17%
2035	475,800	7%	70,649	11%
2040	501,701	5%	77,098	9%

Note: Counts refer to estimated* or projected number of persons. Population total represents permanent residents.

Sources: Estimates and projections by Shimberg Center for Housing Studies, based on 2000 and 2010 U.S. Census data and population projections by the Bureau of Economic and Business Research, University of Florida (Retrieved: July 2022)

GOP Amendments

A review of legislative changes and local conditions resulted in proposed amendments to the Future Land Use, Housing, Transportation, and Capital Improvements Elements. The Public Facilities School Element is no longer required. The remaining elements contain no EAR-based amendments: Intergovernmental Coordination, Potable Water, Aquifer Recharge, Conservation, Stormwater, Sanitary Sewer, Solid Waste, Recreation and Open Space, and Property Rights. The table below summarizes GOP amendments.

Table 3. Comprehensive Plan Element Amendments Summarized

Element	Amendment(s)
Capital Improvements	Objective 1.2, Policy 1.2.4, Policy 1.6.2, and Policy 1.6.3
Conservation	None
Future Land Use	Policy 1.13.7
Housing	Policy 1.1.5, Policy 1.1.7, Policy 1.1.8, and Policy 1.1.9
Transportation	Policy 1.1.2, Policy 1.1.3, Policy 1.1.4, Policy 1.1.5, Policy 1.1.6, and Policy 1.1.7
Intergovernmental Coordination	None
Recreation and Open Space	None
Potable Water	None
Stormwater	None
Aquifer Recharge	None
Sanitary Sewer	None
Solid Waste	None
Public Facilities School	Element Removed
Property Rights	None

Public Facilities School Element
Removed.

Future Land Use Element

Policy 1.13.7: The City of Clermont is not located within the Green Swamp Area of Critical State Concern; however, a portion of this resource is located within the Lake County/Clermont JPA. The City shall utilize both formal and informal modes of coordination with the Florida Department of ~~Community Affairs~~ Economic Opportunity, St. Johns River Water Management District, Florida Department of Environmental Protection, Lake County and other appropriate state and local agencies that have jurisdictional authority or responsibility for regulation and management of the Green Swamp Area of Critical State Concern.

Housing Element

Policy 1.1.5: The City's land development regulations shall allow manufactured homes in mobile home parks and subdivisions within certain zoning districts, provided the units comply with all

applicable building standards. Mobile home parks/subdivisions ~~may~~ shall be located adjacent to areas with comparable density ~~of development~~ or near small-scale commercial land uses ~~convenience or neighborhood commercial activity, in areas accessible to arterial and collector roads, and within reasonable proximity to community facilities.~~

Policy 1.1.7: ~~The City shall allow mobile home subdivisions as a planned unit development in certain residential zoning districts where adequate public facilities and services are available.~~

Policy 1.1.87: The City shall promote mixed-use developments that include provisions for a wide variety of housing types and prices in close proximity to support facilities.

Policy 1.1.98: In order to maintain housing policies responsive to changing conditions, problems, and issues, the City shall undertake special housing studies as needed in order to develop specific local strategies for resolving unanticipated housing problems and issues.

Transportation Element

Policy 1.1.2: The minimum level of service (LOS) standards for roads/traffic circulation shall be LOS “D”. ~~are as follows:~~

- ~~Principal arterials: US 27 (SR 25), which is part of the Strategic Intermodal System, shall be LOS “C”; SR 50 shall be LOS “D”~~
- ~~Minor arterials and collectors shall be LOS “D.”~~

Policy 1.1.3: ~~The FSUTMS (Florida Standard Urban Transportation Modeling System) and the standard FDOT methods for evaluation of level of service and capacity shall be used, subject to modifications based on travel speed studies.~~

Policy 1.1.43: ~~The Lake-Sumter Metropolitan Planning Organization’s (MPO) Transportation Concurrency Management System (TCMS) and Traffic Impact Study Methodology Guidelines Volume I: Lake County Checkbook TCMS dated May 28, 2008~~ Systems Performance Evaluation State of the System, and as amended, shall serve as the City’s transportation concurrency management system.

Policy 1.1.54: ~~As part of the TCMS~~ Based on the Lake-Sumter Metropolitan Planning Organization (MPO) Congestion Management Process (CMP), the City shall, through the development review process, review proposed new developments for their impact on adopted LOS, interior circulation needs and vehicle parking.

Policy 1.1.6: ~~The City shall initiate studies to identify specific geographic areas abutting US 27 and SR 50 for designation and management as Transportation Concurrency Exception Areas or Transportation Concurrency Management Areas, in order to promote multi-modal transportation and to encourage urban redevelopment, infill development and downtown revitalization.~~

Policy 1.1.75: The City shall continue to partner with local developers, Lake-Sumter MPO and other government agencies to construct new corridors to relieve arterial and collector road congestion.

Capital Improvements Element

Objective 1.2: Concurrency Management. The City shall implement the Concurrency Management System adopted in the City's Land Development Code, which is consistent with sections 163.3177 and 163.3180, F.S. ~~and the minimum requirements for concurrency established in Rule 9J-5.0055 (3), F.A.C. (included as Appendix A of this element),~~ to manage the land development process so that public facility needs created by previously issued development orders or future development do not exceed the City's ability to fund and provide needed capital improvements.

Policy 1.2.4: The City hereby adopts the following minimum level of service (LOS) standards, which must be retained in reviewing the impacts of new development and development on public facilities:

- The **LOS** standard for *Roadways* shall be "D" ~~as follows:~~
 - ~~"C" for US 27/SR 25, which is a strategic intermodal system (SIS)~~
 - ~~"D" for SR 50~~
 - ~~"D" for all minor arterials and collectors~~
- The **LOS** standard for *Sanitary Sewer* is 70 gallons per capita per day at peak flow rate.
- The **LOS** standard for *Solid Waste* is 6.63 pounds per capita per day.
- The **LOS** standard for *Potable Water* is 220 gallons per capita per day.
- The **LOS** standard for *Recreation and Open Space* is 10 acres per 1,000 residents.
- The **LOS** standards for *Stormwater Management* facilities developed within the City areas follows:

Facility Type	Design Storm Frequency and Duration
Storm Sewers and Cross Drains	10 year/24-hour
Detention/ Retention Structures	50 year/24-hour
Retention with Percolation or Detention with Filtration	100-year/24 hour

- ~~The level of service for *Public Schools* shall be set at 100 percent of Florida Inventory of School Houses (FISH) permanent capacity. In instances where the CORE (dining) capacity is greater than the FISH permanent capacity, the school capacity shall then be increased to that of the CORE (dining) capacity and the LOS standard maintained at 100 percent of the school capacity. In no instance shall the school capacity increase more than 125 percent due to additional CORE (dining) capacity. Coordination with the Lake County School Board's Five-Year District Facilities Work Plan, the plans of other local governments, and as necessary, updates to the concurrency service area map is required to ensure that the adopted LOS standards for concurrency service areas will be achieved and maintained.~~

Policy 1.6.2: The City of ~~Clermont~~ adopts by reference the Five-Year ~~Facilities Master Capital Plan FY 2022-2026 2016-2020~~ as formally adopted, and as amended, by the Lake County School Board. ~~on September 14, 2015 and as amended, into the City's Five Year~~

~~Schedule of Capital Improvements~~

Policy 1.6.3: The City hereby adopts the Five-Year Schedule of Capital Improvements included as **Appendix B A** of this element, which will be updated on an annual basis.

Appendix A

Rule 9J-5.0055, F.A.C., Concurrency Management System

~~(3) MINIMUM REQUIREMENTS FOR CONCURRENCY. Every jurisdiction shall maintain a concurrency management system to ensure that public facilities and services to support development are available concurrent with the impact of development, consistent with the provisions of this Chapter.~~

~~(a) For sanitary sewer, solid waste, drainage, and potable water facilities, at a minimum, a local government shall meet the following standards to satisfy the concurrency requirements:~~

~~1. A development order or permit is issued subject to the condition that, at the time of the issuance of a certificate of occupancy or its functional equivalent, the necessary facilities and services are in place and available to serve the new development; or~~

~~2. At the time the development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place and available to serve new development at the time of the issuance of a certificate of occupancy or its functional equivalent. [Section 163.3180(2)(a), F.S.]~~

~~(b) For parks and recreation facilities, at a minimum, a local government shall meet the following standards to satisfy the concurrency requirement:~~

~~1. At the time the development order or permit is issued, the necessary facilities and services are in place or under actual construction; or~~

~~2. A development order or permit is issued subject to the condition that, at the time of the issuance of a certificate of occupancy or its functional equivalent, the acreage for the necessary facilities and services to serve the new development is dedicated or acquired by the local government, or funds in the amount of the developer's fair share are committed; and~~

~~a. A development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent as provided in the adopted local government 5-year schedule of capital improvements; or~~

~~b. At the time the development order or permit is issued, the necessary facilities and services are the subject of a binding executed agreement which requires the necessary facilities and services to serve the new development to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent; or~~

~~c. At the time the development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent. [Section 163.3180(2)(b), F.S.]~~

~~(c) For transportation facilities (roads and mass transit designated in the adopted local government comprehensive plan), at a minimum, a local government shall meet the following standards to satisfy the concurrency requirement, except as otherwise provided in subsections (4)–(7) of this section:~~

~~1. At the time a development order or permit is issued, the necessary facilities and services are in place or under construction; or~~

~~2. A development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under actual construction not more than three years after issuance of a certificate of occupancy or its functional equivalent as provided in the adopted local government five year schedule of capital improvements. The schedule of capital improvements may recognize and include transportation projects included in the first three years of the applicable, adopted Florida Department of Transportation five year work program. The Capital Improvements Element must include the following policies:~~

~~a. The estimated date of commencement of actual construction and the estimated date of project completion;~~

~~b. A provision that a plan amendment is required to eliminate, defer, or delay construction of any road or mass transit facility or service which is needed to maintain the adopted level of service standard and which is listed in the five year schedule of capital improvements; or~~

~~3. At the time a development order or permit is issued, the necessary facilities and services are the subject of a binding executed agreement which requires the necessary facilities and services to serve the new development to be in place or under actual construction no more than three years after the issuance of a certificate of occupancy or its functional equivalent; or~~

~~4. At the time a development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place or under actual construction not more than three years after issuance of a certificate of occupancy or its functional equivalent. [Section 163.3180(2)(c), F.S.]~~

~~5. For the purpose of issuing a development order or permit, a proposed urban redevelopment project located within a defined and mapped Existing Urban Service Area as established in the local government comprehensive plan pursuant to Section 163.3164(29), F.S., shall not be subject to the concurrency requirements of subparagraphs 9J-5.0055(3)(c)1.-4., F.A.C., of this chapter for up to 110 percent of the transportation impact generated by the previously existing development. For the purposes of this provision, a previously existing development is the actual previous built use which was occupied and active within a time period established in the local government comprehensive plan. [Section 163.3180(8), F.S.]~~

~~6. For the purpose of issuing a development order or permit, a proposed development may be deemed to have a de minimis impact and may not be subject to the concurrency requirements of subparagraphs 9J-5.0055(3)(c)1.-4., F.A.C., only if all of the conditions specified in subsection 163.3180(6), F.S., are met. [Section 163.3180(6), F.S.]~~

~~7. A development order or permit within a designated multimodal transportation district may be issued provided the planned community design capital improvements are included in a financially feasible long range schedule of improvements for the development or redevelopment time frame for the district, without regard to the period of time between development or redevelopment and the scheduled construction of the capital improvements as specified in Section 163.3180(15)(c), F.S.~~

~~(d) For school facilities, a local government shall meet the following minimum standards to satisfy the concurrency requirement:~~

~~1. For district-wide concurrency service areas:~~

~~a. At the time the residential development order or permit is issued, the necessary facilities and services are in place or under construction; or~~

~~b. A residential development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under construction not more than 3 years after permit issuance as provided in the adopted public school facilities program.~~

~~2. For less than district-wide concurrency service areas: If public school concurrency is applied on less than a district-wide basis in the form of concurrency service areas, a residential development order or permit shall be issued only if the needed capacity for the particular service area is available in one or more contiguous service areas and school capacity is available district-wide as defined in Section 163.3180(13)(c), F.S.~~

Appendix A B

City of Clermont Five-Year Schedule of Capital Improvements, FY 2023-2027

CITY OF CLERMONT, FLORIDA FISCAL YEAR 2022						
FIVE YEAR CAPITAL PLAN						
Comprehensive Plan Element/Project	Funding Source	2023	2024	2025	2026	2027
STORMWATER MANAGEMENT						
Replacement vehicles	Stormwater Fund	-	-	-	-	119,000
Minnehaha Basin stormwater improvements	Stormwater Fund	500,000	-	-	-	-
POTABLE WATER						
Replacement vehicles-water	Water Fund	-	65,000	102,000	62,500	-
Alternative water south lake water initiative	Water Fund	100,000	100,000	100,000	100,000	100,000
East water system looping des. & const.	Water Fund	400,000	100,000	400,000	100,000	400,000
West water system improvements des. & cons	Water Fund	400,000	100,000	400,000	100,000	400,000
SANITARY SEWER						
Lift station wet well lining	Sewer Fund	60,000	60,000	50,000	50,000	-
Lift station electrical rehab	Sewer Fund	80,000	80,000	50,000	50,000	50,000
Replacement vehicles-sewer	Sewer Fund	-	-	-	73,000	119,000
Lift station pump replacement	Sewer Fund	400,000	200,000	200,000	100,000	50,000
West side gravity main lining	Sewer Fund	-	500,000	-	-	-
Lateral / manhole lining	Sewer Fund	100,000	100,000	-	50,000	50,000
Wastewater Treatment Facility expansion	Sewer Impact Fees	15,150,000	-	-	-	-
PARKS AND RECREATION						
Mainstage telescopic seating	Infrastructure Fund	630,000	-	-	-	-
4 light poles waterfront park	Infrastructure Fund	100,000	-	-	-	-
Hancock park soccer field 2	Infrastructure Fund	147,015	-	-	-	-
Pool storage building renovation	Infrastructure Fund	70,000	-	-	-	-
ARC 10 led lighting fixtures & poles north lot	Infrastructure Fund	50,000	-	-	-	-
ARC dog park	Recreation Impact Fees	350,000	-	-	-	-
Resod athletic fields	Infrastructure Fund	163,350	54,563	109,125	109,125	54,563
ARC multipurpose field	Infrastructure Fund	159,015	-	-	-	-

ARC aquatics upgrade	Infrastructure Fund	1,156,731	-	-	-	-
ARC shade structure & outdoor classroom	Recreation Impact Fees	120,000	-	-	-	-
ARC walking trail recreation area	Recreation Impact Fees	60,000	-	-	-	-
ARC replace roof	Infrastructure Fund	-	-	-	-	506,500
TOTALS		20,196,111	1,359,563	1,411,125	794,625	1,849,063

Data and Analysis

Future Land Use Element

Existing Land Use

The pattern and mix of existing land uses is indicative of the market forces and natural resource constraints, which have shaped existing development and are likely to influence future growth. Detailed existing land use was developed depicting the land use patterns in the City of Clermont as of July 2022. This was created by examining Lake County property appraiser data and parcel data from the City. It should be noted that the existing land use represents a snapshot of development patterns in July 2022.

The existing land use analysis serves as the basic framework for the future land use designations. The current distribution of existing land uses is shown in *Table 4*. Acreage tabulations were calculated utilizing Geographic Information Systems (GIS) software and exclude water bodies (5.2%) and wetlands (4.4%) from the total acreage (10,655-ac). The current land use breakdown in the City is approximately 36% residential, 7% office/commercial, 6% public/institutional, 3% industrial, 6% recreational (includes golf courses), 8% agricultural and mining, and 26% vacant. The remaining 8% consists of parks and right-of-way.

Table 4. Existing Land Use in Clermont (2022)

Existing Land Use Categories	Density/Intensity	Existing Land Use	
		Acreage	Percent
Residential:		3,380.9	35.5%
Single-Family	0-3 units per acre	3,011.9	31.6%
Mobile Home	4-6 units per acre	0.1	0.0%
Multi-Family	6 to 12 units per acre	368.8	3.9%
Office	No Residential Allowed 70% lot coverage/45' Height	142.9	1.5%
Commercial	6-9 units per acre 80% lot coverage (100 % in CBD if stormwater requirements met)/55' Height	564.2	5.9%
Industrial	No Residential Allowed 90% lot coverage/40' Height	308.4	3.2%
Public / Institutional *	Up to 12 units per acre (group homes only)/ Varying intensities based on specific use	573.6	6.0%
Recreational **	N/A	585.8	6.1%
Agricultural / Mining	N/A	778.5	8.2%
Vacant	N/A	2,486.0	26.1%
Unclassified (Parks / ROW) ***	N/A	715.7	7.5%
Totals		9,535.8	100.0%

Notes: Water bodies (554- ac) and wetlands (475-ac) were excluded from these totals. *Includes government, public, public schools/colleges. ** Includes golf courses (583-ac). *** Includes 340-ac parks (Clermont Parks and Recreation)

Sources: Lake County Property Appraiser (Retrieved: July 2022), Lake County water bodies (Retrieved: July 2022), SJRWMD wetlands (Retrieved: July 2022), City of Clermont (municipal boundaries), and ECFRPC

Population Projections

Section 163.3177, F.S., directs that the “comprehensive plan shall be based on resident and seasonal population estimates and projections. According to the definitions of Sec. 163.3164, F.S., seasonal population means “part-time inhabitants who use, or may be expected to use, public facilities or services, but are not residents, and includes tourists, migrant farm workers, and other short-term and long-term visitors.” The total seasonal population combined with the total resident population represents the “total functional population.”

Projected population is the driving force behind future facility needs and land requirements. Projected population must be taken into consideration in preparing the Future Land Use Element and the spatial requirements necessary to meet this future growth. The population estimates and projections developed by the Shimberg Center for Housing Studies were used for the Comprehensive Plan.

According to the University of Florida Bureau of Economic and Business Research (BEBR), the 2021 estimated population for the City of Clermont was 44,687. Based on population projections prepared by the Shimberg Center, by the year 2040, the City’s population is expected to reach 77,098 residents (see *Table 5*)¹. The average annual rate of population growth expected between 2022 and 2040, the planning timeframe, is approximately 4.2 percent. It should be noted, however, that the Shimberg population projections include population growth trends from 2015 through 2019 when the City and State experienced a period of increasing growth due to robust housing market.

The seasonal component in Clermont is less significant than in most Florida communities. Based on seasonal housing data from Shimberg and the average household size for Clermont, the existing number of seasonal residents in 2020 was 398, which was approximately 0.9% of the total number of residents projected for this year. Based on the same percentage of seasonal residents in 2040, the number of seasonal residents is projected to increase to 694 persons.

¹ Based on data from the 2000 and 2010 Census and population projections by University of Florida BEBR

Table 5. Clermont Population Forecast (2020 to 2040)

Year	Institutional Population	Seasonal Population*	Total Population
2020	44,301	398	44,699
2025	54,404	490	54,894
2030	63,533	572	64,105
2035	70,649	636	71,285
2040	77,098	694	77,792

Note: *Seasonal population based on seasonal housing data from Shimberg Center for Housing Studies (.09%)

Source: Shimberg Center for Housing Studies (Retrieved: July 2022)

Vacant Land Suitability Analysis

The ability of land to support development, better known as the carrying capacity, is a major determinant in land use patterns. Other than the water bodies, wetlands and limited 100-year floodplain areas, there are few natural constraints to development in Clermont. Environmental permitting requirements restrict development in pristine natural areas and preserve wildlife habitats. The purpose of this section is to identify how much of the vacant land is constrained by natural and historical resources, and to determine the extent to which development can be directed away from these constraints.

Since 2009, the City has annexed ±3,152 acres of land (±4.93 square miles) of land. Clermont contains 2,012 acres of vacant land. The amount of vacant land by future land use classification (*Table 6*) takes into account sensitive areas, such as wetlands, lakes, rights of way, and parks which serve as development constraints; therefore, this acreage is not included in the vacant acreage totals. The vacant properties within the City are primarily designated on the FLUM for mixed-use, master-planned development uses (51%), followed by residential uses (22%), and commercial uses (23%).

Table 6. Vacant Land Analysis (2022)

Future Land Use	Residential Density	Vacant (acres)	Intensity	Potential Units/Square Feet
Residential		440		
Low Density Residential	3 du/acre	415	N/A	1,245 du
Medium Density Residential	8 du/acre	21	N/A	165 du
High Density Residential	12 du/acre	4	N/A	50 du
Office	N/A	9	1.0 FAR	377,288 s.f.
Mixed-Use		1009		
Residential/Office	12 du/acre	101	0.25 FAR	1,208 du/ 1,096,294 s.f.
Master Planned Development [1]	12 du/acre	894	0.25 FAR	7,507 du/ 2,919,682 s.f.
Downtown Mixed-Use	25(40)[2] du/ acre	14	3.0 FAR	355 (568) du/ 1,856,830 s.f.
Commercial	12 du/acre	454	0.25 FAR	5,448 du / 4,944,172 s.f.
Industrial	N/A	78	1.0 FAR	3,379,619 s.f.
Public/Institutional	N/A	23	0.25 FAR	253,935 s.f.
Parks	N/A	0	N/A	N/A
Conservation	N/A	0	N/A	N/A
Totals		2,012		16,192 du [3] /14,827,820 s.f.

Notes:

Vacant land totals exclude undevelopable areas such as wetlands, lakes, rights of way, and parks.

[1] Percentage breakdown is per Comprehensive Plan project with numbers based on assumption 70% residential and 30% non-residential

[2] 40 dwelling units per acre based on meeting density bonus provisions of 122-249 in Code of Ordinances

[3] Based on density bonus in Downtown Mixed-Use

Sources: Future Land Use Element, Lake County Property Appraiser, ECFRPC, and 2022 Code of Ordinances Sec. 122-249 (Retrieved: July 2022)

Projected Land Use Needs

This section of the Future Land Use Element projects the amount of land for different land uses necessary to accommodate future population growth. The methodology used to project the future demand for the various land uses was based on the current proportion of land use acreage to population.

Future Residential Land Use

The City has designated 5,534 acres of residential land (*Table 7*) on the Future Land Use Map (*Figure 1*). The proportion of acreage of land use to population, and the housing needs identified in the Housing Element were used to determine future residential land use needs. The Housing Element identified the need for a total of 25,129 dwelling units by 2040 (*Table 13*). This number reflects current units plus the additional units needed to accommodate projected population growth. Of

the housing units, a need for 19,882 units for single-family (79%) and 5,247 units for multi-family (21%) has been projected. The distribution between single-family and multi-family is based upon the current (2020) distribution (79% single-family).

The amount of developable residential lands by land use category and the holding capacity of those lands are detailed in *Table 6*. Based on the acreage of vacant land designated as residential in the Future Land Use Map (*Figure 1*), including the assumption of the Master Planned Development future land use being 70% residential, while excluding residential development permitted in non-residential classification, the City could accommodate an additional 16,192 dwelling units by 2040 (*Table 6*) within its current jurisdictional boundaries. This developable capacity in addition to 2020 housing unit total of 14,937 (*Table 10*) accommodates the projected housing demand of 25,129 (*Table 13*).

Table 7. Proportion of FLUM Categories Assigned to Residential, Business, and Public/Institutional Uses

Future Land Use Categories	Total Acreage	Residential		Business		Public / Institutional	
		Max. %	Acres	Max. %	Acres	Max. %	Acres
Residential	3,344						
Low Density	2,803	85%	2,382	15%	420	15%	420
Medium Density	432	85%	367	15%	65	15%	65
High Density	109	85%	93	15%	16	15%	16
Office	45	0%	-	100%	45	5%	2
Mixed-Use	3,721						
Residential/Office	139	65%	91	35%	49	35%	49
Downtown Mixed-Use	73	30%	22	70%	51	30%	22
Master Planned Development	3,509	70%	2,456	30%	1,053	30%	1,053
Commercial	1,232	10%	123	90%	1,103	0%	-
Industrial	177	0%	-	100%	177	0%	-
Public/Institutional	467	0%	-	0%	-	100%	467
Parks	187	0%	-	0%	-	100%	187
Conservation	7	0%	-	0%	-	100%	7
Totals	9,180		5,534		2,979		2,287

Note: Acreages exclude water bodies and wetlands

Sources: FLUM: City of Clermont (Retrieved July 2022), Water Bodies: Lake County (Retrieved July 2022), Wetlands: SJRWMD (Retrieved July 2022)

The increase in available lands for higher density residential development, in addition to expected future annexations of residential lands, will address the future demand for residential land use. Residential development will be accommodated based on the following ranges of density (see mixed-use categories below for additional areas of residential):

- Low Density Residential – Up to 3 dwelling units per acre
- Medium Density Residential – Up to 8 dwelling units per acre
- High Density Residential – Up to 12 dwelling units per acre.

Future Commercial Land Use

The commercial category will primarily consist of commercial and office uses. Projections of future commercial land were based on the current ratio of land use to population. Based on the 2020 population estimate of 44,301 (*Table 2*) and 707 acres of existing commercial and office land uses (*Table 4*), the ratio is currently 16 commercial acres per 1,000 residents. This ratio includes the commercial development included within mixed-use areas.² Applying the 2020 ratio to the 2040 population projection of 77,098 (*Table 2*), the City would need a total of almost 1,234 commercial acres.

This need can be met in a couple of ways. The FLUM shows 1,277 acres in the commercial and office land use categories. When including the commercial acreage allowable in the mixed-use land use categories (1,153 acres), the FLUM provides approximately 2,430 acres. For Clermont to serve as a regional commerce center, the City will need to increase its commercial/office land area. This need could be met through careful consideration of the ratio of commercial to residential uses within annexed properties with the Master Planned Development future land use.

Future Industrial Land Use

Industrial land use projections were calculated using the same basic methodology as described above for commercial lands. Currently, there are approximately 308 acres of developed industrial lands within the City of Clermont (*Table 4*), or seven acres for every 1,000 residents. The FLUM provides 177 acres for industrial uses, or 2 acres per 1,000 projected residents in 2040.

Future Public/Institutional Land Use

It is difficult to forecast a need for public and institutional uses because the provision of these uses is based upon such unknown factors as funding for capital facilities and long-range public-school needs. The City has determined that the 467 acres of exclusive public/institutional land use, along with the acreage allowed in almost all the other land use categories, is appropriate to ensure that such facilities and services are located near the population they are intended to serve.

Future Recreation Land Use

Based on the analysis of recreation and open space needs identified in the Recreation and Open Space Element, the City of Clermont established a level of service of 10 acres of park land per 1,000 residents. If the population reaches the projected 77,098 by 2040, the City will need approximately 778 acres of park and open space to meet future recreation demands. The City currently has approximately 505 acres of parklands available to residents based on Clermont Parks and

² Assumes Master Planned Development at 30% commercial/office

Recreation data³. An additional 273 acres of parklands would be needed to meet the 2040 projected demand based on the current level of service (LOS). The Wellness Way Area Plan Initiative will add approximately 91 acres of passive and active recreation land based on a 30% open space requirement. This brings the parklands total to 596 acres.

The current LOS is generous considering the LOS standards for other local communities reviewed ranged from 1.7 to 6.0 acres of parks per 1,000 residents. If the City desires to keep the higher LOS, it is recommended that shortfalls be compensated for by dedication of parkland to the public by large Master Planned Development projects. Additional parks measures, such as park location, recommended by ParkScore⁴ and Safe Routes to Parks⁵ can be addressed through public engagement during the planned comprehensive plan rewrite to begin in 2023.

Future Conservation Land Use

This land use category includes those lands that contain valuable and threatened natural resources, such as floodplains, estuarine properties, and unique ecological communities. Several areas in the western portion of the City have already been designated as conservation, but there may be other noteworthy areas identified in the future which may be considered for conservation designation on the Future Land Use Map (*Figure 1*). Additional conservation lands can be anticipated with annexations of natural resources.

Future Mixed-Use Land

As noted in the Future Commercial Land Use section, in addition to the more traditional commercial land use category, the City is establishing other categories that would support commercial development in a mixed-use setting.

The City and residents have determined that future growth will focus on a strategy that incorporates both infill/redevelopment principles, in addition to physical expansion of jurisdictional boundaries. The infill/redevelopment strategy will result in increased development densities and intensities, which will need to be directed to the appropriate areas where public facilities and services can support it.

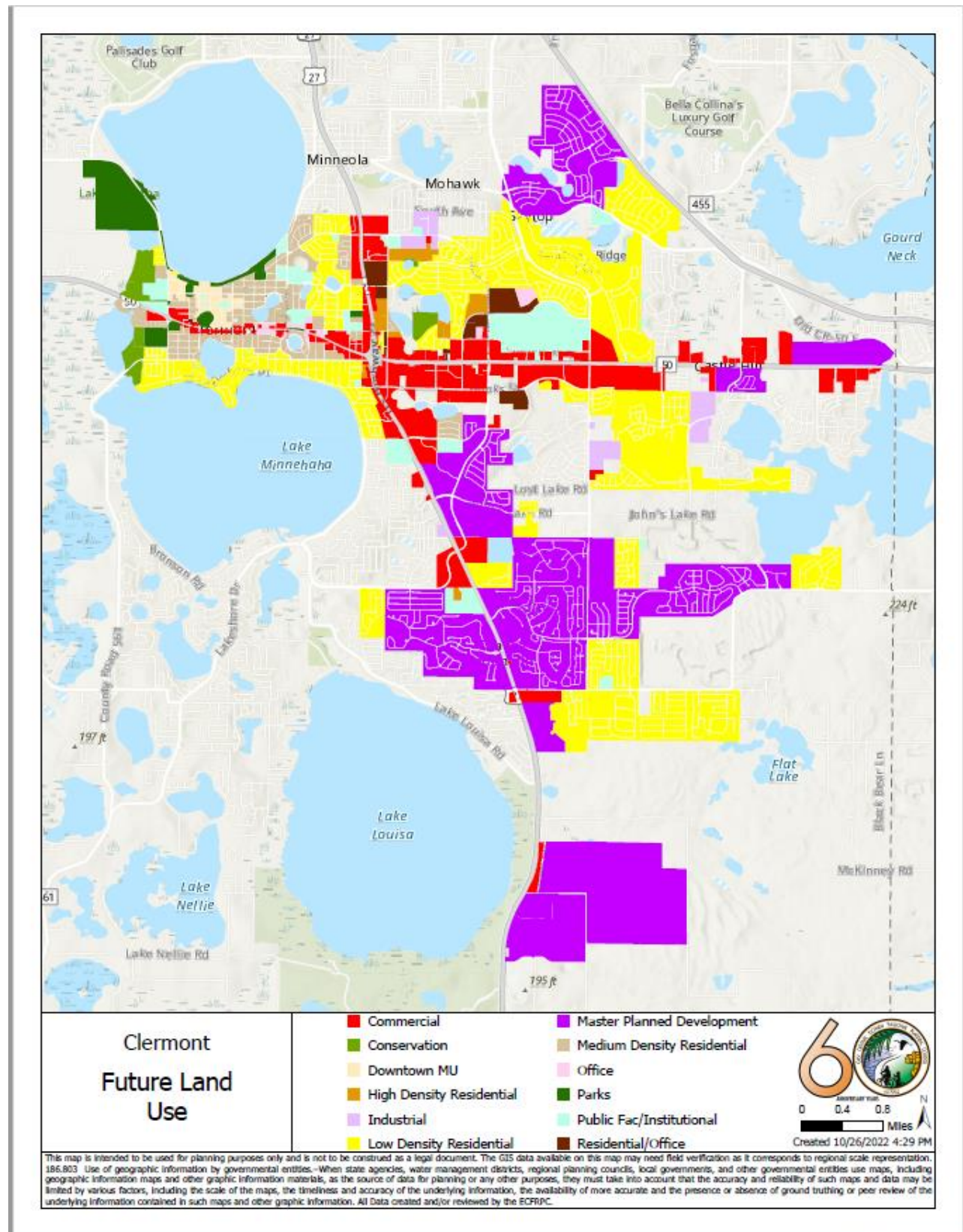
The main areas where the City expects this intensification to occur are the historic downtown area and along SR 50 and US 27. These two areas have functioned as commercial centers for a regional market and are expected to be reinforced as mixed-use nodes with a balanced mix of commercial, office, institutional, recreation, and residential uses.

³ This total includes 165 acres of parks available from institutional partners.

⁴ <https://www.tpl.org/parkscore/about>

⁵ <https://www.saferoutespartnership.org/healthy-communities/saferoutestoparks>

Figure 1. Future Land Use Map (July 2022)



Capital Improvements Element

References to Chapter 9J-5 were removed, including Appendix A. School LOS was removed due to an interlocal agreement with Lake County Schools. The Five-Year Capital Plan was recently was updated to include FY 2023-2027.

Housing Element

The Housing Element analyzes the present condition of housing within the City by examining the characteristics and conditions of the current housing stock as well as an analysis of housing trends and future needs.

Data Sources

The primary source of statistical information was the U.S. Census Bureau American Community Survey 2016-2020 5-year estimates based on the 2000 U.S. Census. The University of Florida Shimberg Center for Housing Studies and the Bureau of Economic and Business Research (BEBR) have also provided relevant information to aid in the updating process. The Lake-Sumter Metropolitan Planning Organization (MPO) 2022 Systems Performance Evaluation State of the System Report and the 2020 Florida Department of Transportation (FDOT) Quality/Level of Service (Q/LOS) Handbook provided updates to include the latest available traffic data (2022). While some communities can use the 2000 Census information and assume that conditions are still applicable, the City of Clermont knows that much change has occurred since the last Census. As noted in the inventory section of this element, the City population grew by 54% between 2010 and 2020 (*Table 2*). More than half of the housing units (67%) in the City were built within that time (*Table 8*).

Growth Trends

The City of Clermont is predominately a residential community of 44,687 residents, according to BEBR's April 1, 2021 estimate. *Table 2* shows population estimate and projection figures for the City and the County from 2010 to 2040. The City (54%) experienced more than double the increase in population of the County (23%) between 2010 and 2020. The City (74%) is expected to continue to outpace the County (37%) projected population growth over the next two decades (2020 to 2040). The following sections analyze the effect of predicted population growth on the provision of housing over the upcoming two decades.

Existing Housing Characteristics

This section analyzes characteristics of existing housing stock in the City, including housing age, type, tenure, and construction activity.

Age of Housing Stock

The age of the housing stock is important because the age of the housing has a direct impact on housing conditions. As homes get older, maintenance becomes an issue.

The City experienced an approximate doubling of housing increases until construction activity exploded in 2000. Housing unit construction activity averaged 437 units per year between 2000 and 2020. As seen in *Table 8*, nearly half (48%) of the City's current housing stock was built between 2000 and 2009 and one-third of the units were built prior to 2000.

Table 8. Age of Housing Stock, Lake County and Clermont

Year Housing Built	Lake County		Clermont	
	Units	%	Units	%
2014-2020	10,990	8.0	1,774	13.6
2010-2013	4,848	3.5	722	5.5
2000-2009	36,479	26.5	6,253	48.0
1980-1999	51,421	37.4	2,462	18.9
1960-1979	22,766	16.6	933	7.2
1940-1959	7,829	5.7	583	4.5
1939 or earlier	3,113	2.3	305	2.3
Totals	137,446	100	13,032	100

Sources: U.S. Census Bureau 2020 American Community Survey 5-Year Estimates (Retrieved: August 2022)

Housing Construction Activity

The City of Clermont tracks housing construction activity through the building permit process. A summary of building activity is reported to the U.S. Census Bureau in "Reports of Building or Zoning Permits Issued and Local Public Construction" (Form C-404). *Table 9* presents housing construction activity by type of housing units permitted. The City issued building permits for approximately 5,601 single family dwelling units and 1,307 multi-family units between April 2013 and March 2021. Housing construction in Clermont reached a peak in 2016, when 1,194 units were built, then slowed to less than half of that with 567 units in 2020.

Table 9. Clermont Housing Construction Activity (2013 to 2021)

Year	Single Family		Multi-Family		Total
	Units	%	Units	%	
2013-2014	534	9.5%	135	10.3%	669
2014-2015	690	12.3%	87	6.7%	777
2015-2016	759	13.6%	230	17.6%	989
2016-2017	988	17.6%	206	15.8%	1,194
2017-2018	998	17.8%	4	0.3%	1,002
2018-2019	638	11.4%	227	17.4%	865
2019-2020	703	12.6%	142	10.9%	845
2020-2021	291	5.2%	276	21.1%	567
Totals	5,601	100.0%	1,307	100.0%	6,909

Note: The table includes the annexation of 110 residential structures on 337 acres.

Source: City of Clermont, 2022

Dwelling Units by Type

Table 10 shows that in 2020, approximately 74 percent of the City's housing stock was comprised of single-family detached homes, 24 percent were multifamily units (attached, duplex and multi-family), and almost 2 percent were mobile homes. There was a 26 percent increase in the percentage of Clermont's single-family homes between 2010 and 2020 and a substantially greater increase in the percentage of multi-family and mobile home units (44%) for the same time period. The City has half the percentage of mobile homes as the County.

The City experienced more than double the County's housing growth in the 2010 to 2020 decade (see Table 11). Single-family attached units nearly doubled with the most growth in 50 or more units (greater than tenfold) followed by the 10-to-19-unit structure category. The greatest decline occurred in duplex structures.

Table 10. Housing Units by Type, Lake County and Clermont (2010 and 2020)

Type of Unit	2010				2020			
	Lake County		Clermont		Lake County		Clermont	
	Units	%	Units	%	Units	%	Units	%
1 unit, detached	90,939	64.2	8,827	76.8	107,206	66.9	11,100	74.3
1 unit, attached	2,957	2.1	373	3.3	4,096	2.6	719	4.8
2 units	2,710	1.9	452	3.9	1,993	1.2	219	1.5
3 or 4 units	3,314	2.3	338	2.9	4,066	2.5	332	2.2
5 to 9 units	2,852	2.0	418	3.6	3,644	2.3	475	3.2
10 to 19 units	2,608	1.8	251	2.2	4,147	2.6	908	6.1
20 to 49 units	2,640	1.9	400	3.5	2,946	1.8	324	2.2
50 or more units	1,295	0.9	54	0.5	2,455	1.5	609	4.1
Mobile Home	32,032	22.6	380	3.3	28,911	18.0	251	1.7
Boat, RV, van, etc.	221	0.2	-	-	773	0.5	-	-
Total Units	141,568	100.0	11,493	100.0	160,237	100.0	14,937	100.0

Source: U.S. Census Bureau 2020 American Community Survey 5-Year Estimates (Retrieved: August 2022)

Table 11. Change in Housing Units by Type, Lake County and Clermont (2010 and 2020)

Type of Unit	Lake County			Clermont		
	2010	2020	% change	2010	2020	% change
1 unit, detached	90,939	107,206	17.9%	8,827	11,100	25.8%
1 unit, attached	2,957	4,096	38.5%	373	719	92.8%
2 units	2,710	1,993	-26.5%	452	219	-51.5%
3 or 4 units	3,314	4,066	22.7%	338	332	-1.8%
5 to 9 units	2,852	3,644	27.8%	418	475	13.6%
10 to 19 units	2,608	4,147	59.0%	251	908	261.8%
20 to 49 units	2,640	2,946	11.6%	400	324	-19.0%
50 or more units	1,295	2,455	89.6%	54	609	1027.8%
Mobile Home	32,032	28,911	-9.7%	380	251	-33.9%
Boat, RV, van, etc.	221	773	249.8%	-	-	-
Total Units	141,568	160,237	13.2%	11,493	14,937	30.0%

Source: U.S. Census Bureau 2020 American Community Survey 5-Year Estimates (Retrieved: August 2022)

Dwelling Units by Tenure

According to U.S. Census Bureau 2020 American Community Survey 5-Year Estimates data, approximately 87% of the housing units in Clermont were occupied (*Table 12*). Of the City's 13,032 occupied housing units 9,254 were owner-occupied (62%) and 3,778 (25%) were renter-occupied. By comparison, 64% of all occupied housing units in the County were owner-occupied.

At the time of the 2020 Census, 13% of the City's housing units were found to be vacant (including seasonal units). This figure was lower than in the County, where vacant housing accounted for 14% of all dwelling units. Of the 1,905 vacant units, 719 were seasonal units. There were no migrant worker units in the City in 2020; therefore, the net total of vacant units in Clermont in 2020 was 1,186 of the permanent units (8% vacancy).

Table 12. Housing Units by Tenure, Lake County and Clermont (2010 and 2020)

Dwelling Units by Tenure	2010				2020			
	Lake County		Clermont		Lake County		Clermont	
	Units	%	Units	%	Units	%	Units	%
Total Dwelling Units	141,568	100	11,493	100	160,237	100	14,937	100
Total Occupied Units	117,544	83.03	10,072	87.64	137,446	85.78	13,032	87.25
Owner Occupied Units	92,476	65.32	7,588	66.02	103,269	64.45	9,254	61.95
Renter Occupied Units	25,068	17.71	2,484	21.61	34,177	21.33	3,778	25.29
Total Vacant Units	24,024	16.97	1,421	12.36	22,791	14.18	1,905	12.75
Vacant – For Rent	4,275	17.79	220	15.48	3,080	13.56	823	43.2
Vacant – For Sale Only	4,919	20.48	313	22.03	2,655	11.69	74	3.88
Rented/Sold, Not Occupied	1,675	6.97	177	12.46	2,049	9.02	93	4.88
Seas., Recreational, Occas. Use	10,248	42.66	565	9.76	12,257	53.95	719	37.74
For Migrant Workers	52	0.22	0	0	0	0	0	0
Other Vacant	2,855	11.88	146	10.27	2,750	12.1	196	10.29

Source: U.S. Census Bureau 2020 American Community Survey 5-Year Estimates (Retrieved: August 2022)

Projected Housing Needs

Housing need projections are typically prepared by Florida Housing Data Clearinghouse (FHDC), and are based on household projections, household income, and housing costs. However, based on the recent housing market fluctuations, FHDC has pulled the projections from their website and are recommending that the individual jurisdictions do their own housing needs projections. The following sub-sections include projections based on past trends and Shimberg estimates.

Housing Type and Tenure

There were 14,937 housing units (13,032 permanent and 719 seasonal) in the City in 2020 (*Table 12*). Shimberg Center for Housing Studies forecasts 25,129 households (17,164 owners and 7,965 renters) by 2040 (*Table 13*). This represents a demand for approximately 10,192 housing units by 2040 based on the 2020 inventory of 14,937 housing units.

Table 13. Projected Housing Demand by Type (2010 to 2040)

Housing Type	Estimated		Projected			
	2010	2020	2025	2030	2035	2040
Single Family	9,200	11,818	14,280	16,568	18,304	19,882
Multi-family	2,294	3,119	3,768	4,372	4,830	5,247
Total Units	11,494	14,937	18,048	20,940	23,134	25,129

Note: Single Family includes single family detached, mobile homes, and other.

Source: Shimberg Center for Housing Studies, 2020 Estimate (Summary), U.S. Census Bureau 2020 American Community Survey 5-Year Estimates (Retrieved: August 2022)

Table 14. Projected Housing Demand by Tenure (2010 to 2040)

Tenure Type	Estimated		Projected			
	2010	2020	2025	2030	2035	2040
Owner-Occupied	6,649	8,073	12,400	14,334	15,791	15,791
Renter-Occupied	2,176	3,295	5,648	6,606	7,344	7,344
Total Occupied Units	8,825	11,368	18,048	20,940	23,135	25,129

Source: Shimberg Center for Housing Studies, 2020 Estimate (Summary), U.S. Census Bureau 2020 American Community Survey 5-Year Estimates (Retrieved: August 2022)

Housing tenure (*Table 14*) shows a decreasing trend in ownership with renter occupied housing increasing from 25% in 2010 to 29% in 2020. Projections show renter increase to 32% in 2030 through 2040.

Transportation Element

In 2017, the Florida Department of Transportation (FDOT) set an automobile mode level of service target during peak travel hours of “D” in all urbanized areas, which includes the City boundaries, through Policy 000-525-006-c Level of Service Targets for the State Highway System. Additionally, FDOT will work with local governments to establish appropriate level of service targets for multimodal mobility and system design. This update is reflected in Transportation and Capital Improvements Element LOS policies.

The Lake-Sumter Metropolitan Planning Organization (LSMPO) analyzed 2022 traffic data to compare traffic volumes to the capacity thresholds outlined in the 2020 FDOT *Quality/Level of Service (Q/LOS) Handbook*. The 2022 *LSMPO Congestion Management Process (CMP) State of the System Report* evaluated the Level of Service (LOS), Volume to Capacity (V/C) ratio, and congestion rating for each roadway for existing year 2022 and future year 2027 to coincide with the current five-year Transportation Improvement Program. Data and analysis from the 2022 *LSMPO Congestion Management Process (CMP) State of the System Report* for Lake County and Clermont is summarized in the following sections to provide a current estimate and short-term, five-year conditions for roadway LOS. Growth rates are determined solely based on historical traffic trends; individual planned developments within Lake and Sumter Counties are not accounted for in the applied growth rates. Long-term projections will be provided and evaluated in the Mobility Element Data and Analysis in the Comprehensive Plan rewrite in 2023.

Level of Service

LOS characterizes traffic flow, ranging from reasonably free flow (LOS B) to forced or breakdown flow (LOS F). Roadway segment characteristics that affect the allowable service volume for each LOS standard include number of lanes, median types, presence of turn lanes, posted speed limits, and area types (urban or rural). Lake County daily LOS calculations for existing 2022 conditions are summarized in *Table 15* and were based on the traffic data from the Lake County Annual Traffic Count Reports and characteristics of the functionally classified roadways included within the CMP network.

Table 15. Lake County Roadway LOS Summary (2022)

	LOS B	LOS C	LOS D	LOS E	LOS F
Roadway Miles	220	380	82	6	19
	31%	54%	11%	1%	3%
Change from 2021	--	+1%	-3%	+1%	+1%
Million Vehicle-Miles Traveled (MVMT)	506	2059	343	32	141
	16%	67%	11%	1%	5%
Change from 2021	+1%	+7%	-9%	--	+1%

Source: LSMPO CMP 2022 State of the System Report (Table 1)

A five-year, short-term forecast based on historic traffic data of individual roadway segments was utilized to estimate 2027 traffic volumes. The projected daily LOS calculations for Lake County are summarized in *Table 16*. The 2027 evaluation included improvements funded for construction within the current five-year work program and TIP. Approximately 5% of roadway miles and 7% of vehicle-miles traveled in Lake County are expected to operate with LOS E or LOS F.

Table 16. Lake County Projected Roadway LOS Summary (2027)

	LOS B	LOS C	LOS D	LOS E	LOS F
Roadway Miles	211	363	102	5	26
	30%	51%	14%	1%	4%
Million Vehicle-Miles Traveled (MVMT)	741	1,875	466	36	209
	22%	57%	14%	1%	6%

Source: LSMPO CMP 2022 State of the System Report (Table 3)

The adopted LOS standard in Lake County is LOS D for roadway segments partially or wholly within urban areas (as defined by the latest census) and the adopted LOS standard for roadway segments in all other areas is LOS C. Existing (2022) and projected (2027) traffic volumes were compared to Maximum Service Volume (MSV) at the adopted LOS standards for each respective roadway facility based on the County standards. Total miles and million vehicle-miles traveled (MVMT) operating below the adopted LOS standard are summarized in *Table 17*.

Approximately 10% of roadway miles in Lake County exceed their adopted LOS service capacity in 2022 with that percentage increasing to 11% in year 2027. These roadway segments result in approximately 22% of MVMT occurring on segments exceeding their adopted LOS service capacity in 2022 and decreasing to 17% in year 2027. LSMPO reports this decrease is due mostly to a planned Turnpike segment widening that increases service capacity for 2027.

Table 17. Lake County Roadways with Volumes Exceeding Adopted LOS (2019 to 2022)

	2019	2020	2021	2022	2022 Percent County-wide	2027	2027 Percent County-wide
Miles	79	80	70	71	10.00%	79	11.10%
MVMT	800	829	694	673	21.80%	558	16.80%

Source: LSMPO CMP 2022 State of the System Report (Table 5)

Changes in Congestion

Roadway corridors within the CMP transportation network were categorized as not congested, approaching congestion, congested, or extremely congested based on the following criteria which is outlined in the CMP Policies and Procedures Manual:

- *Not Congested* – Operating at an acceptable LOS
- *Approaching Congestion* – Operating between 90% and 100% of LOS Standard
- *Congested* – Exceeding 100% of LOS Standard but less than 108% of LOS E
- *Extremely Congested* – Exceeding 108% of LOS E (physical capacity)

Forty-five Lake County roadway segments were found to exhibit a different congestion rating with the inclusion of 2022 data than they exhibited with data through 2021. For most of these segments, a relatively normal increase or decrease in peak hour traffic volumes resulted in a V/C ratio that crossed one of the thresholds for determining congestion rating (i.e. V/C ratio increased from 0.88 – Not Congested to 0.92 – Approaching Adopted LOS Threshold). For some, the inclusion of 2022 traffic data increased or lowered the historical growth rate on a given roadway segment, thus increasing or reducing the future (2027) traffic volume projections to above or below one of the thresholds for determining congestion rating. Some segments with committed improvements identified in year 2022 had lower congestion ratings for future (2027) conditions. The following segments with committed improvements show as being Congested in year 2022, but are expected to have sufficient capacity by year 2027 with the committed improvements:

- CR 466A from Timbertop Lane to CR 468/Rose Avenue (Widen from 2 lanes to 4 lanes)
- Hartwood Marsh Road from US 27 to Hancock Road (Widen from 2 lanes to 4 lanes)
- SR 91 (Florida Turnpike) from US 27/SR 25 to US 27/SR 25/SR 19 Interchange (Widen from 4 lanes to 8 lanes)
- SR 91 (Florida Turnpike) from US 27/SR 25/SR 19 Interchange to Orange County Line (Widen from 4 lanes to 8 lanes)

Lake-Sumter MPO Summary

The LSMPO reported the Lake County Roadway network has seen minimal change in system-wide LOS over the past four years. Additionally, the roadway network has seen minimal change in miles of roadway operating over the LOS standard between 2021 and 2022, with decreases in vehicle-miles traveled in 2021 and 2022 below what was observed in 2019. This trend is expected to continue based on committed capacity improvements.

Public Facilities School Element

Public schools are addressed in the Capital Improvements, Future Land Use, and Intergovernmental Coordination elements. The City has an Interlocal Agreement for school planning and siting which provides the guidelines for school concurrency.

Capital Improvements Element

Policy 1.6.2: The City of ~~Clermont~~ adopts by reference the Five-Year ~~Facilities Master Capital Plan FY 2022-2026 2016-2020~~ as formally adopted by the Lake County School Board. ~~on September 14, 2015 and as amended, into the City's Five Year Schedule of Capital Improvements~~

Future Land Use Element

Chapter 163.3177 (Required and optional elements of the comprehensive plan) requires the Future Land Use Element to:

- Encourage the location of schools proximate to urban residential areas to the extent possible.
- The future land use element must clearly identify the land use categories in which public schools are an allowable use. When delineating the land use categories in which public schools are an allowable use, a local government shall include in the categories sufficient land proximate to residential development to meet the projected needs for schools in coordination with public school boards and may establish differing criteria for schools of different type or size. Each local government shall include lands contiguous to existing school sites, to the maximum extent possible, within the land use categories in which public schools are an allowable use.

These requirements are addressed in the following policies:

Policy 1.16.8: Public schools are an allowable use in all land use categories except conservation, parks and industrial. Public technical/training schools may be located in the industrial category. The location of schools shall be proximate to existing and planned urban residential areas to the extent possible and shall be located based on siting criteria that includes but is not limited to school size, land area, land use compatibility, environmental impacts, availability of public utilities, transportation impacts and public safety. The following criteria shall apply:

- Public elementary schools shall be sited primarily in residential areas that include housing types and densities to meet the school's enrollment capacity with students who are predominately within walking distance of the school.
- Public middle and high schools may be sited in areas with a mix of land uses, including commercial.
- Access to public school sites should be from a collector road for middle and high schools or a collector or local road for elementary schools. Ingress and egress should not create detrimental impacts on roads adjacent to the site. Approaches to the site should be safe for pedestrians, bicycles, cars and buses.
- Public utilities shall be available to the site.

Policy 1.16.9: The City shall encourage the co-location of public facilities, such as parks, libraries and community centers, with schools to the maximum extent feasible.

Intergovernmental Coordination Element

Chapter 163.3177 (Required and optional elements of the comprehensive plan) requires the Intergovernmental Coordination Element to:

The intergovernmental coordination element shall also state principles and guidelines to be used in coordinating the adopted comprehensive plan with the plans of school boards and other units of local government providing facilities and services but not having regulatory authority over the use of land. In addition, the intergovernmental coordination element must describe joint processes for collaborative planning and decision making on population projections and public school siting, the location and extension of public facilities subject to concurrency, and siting facilities with countywide significance, including locally unwanted land uses whose nature and identity are established in an agreement.

3. Within 1 year after adopting their intergovernmental coordination elements, each county, all the municipalities within that county, the district school board, and any unit of local government service providers in that county shall establish by interlocal or other formal agreement executed by all affected entities, the joint processes described in this subparagraph consistent with their adopted intergovernmental coordination elements. The agreement must:

a. Ensure that the local government addresses through coordination mechanisms the impacts of development proposed in the local comprehensive plan upon development in adjacent municipalities, the county, adjacent counties, the region, and the state. The area of concern for municipalities shall include adjacent municipalities, the county, and counties adjacent to the municipality. The area of concern for counties shall include all municipalities within the county, adjacent counties, and adjacent municipalities.

b. Ensure coordination in establishing level of service standards for public facilities with any state, regional, or local entity having operational and maintenance responsibility for such facilities.

These requirements are addressed in the following objectives and policies:

Objective 1.2: Impacts of Development. The City shall ensure that the impacts of development proposed in the City's comprehensive plan are coordinated with adjacent municipalities, Lake County, the Lake County School Board, the ECFRPC's Strategic Regional Policy Plan, the Lake-Sumter Metropolitan Planning Organization (MPO), and the state.

Policy 1.2.1: The City shall notify Lake County and adjacent municipalities as part of the development review process when impacts of a development may impact those jurisdictions.

Policy 1.2.2: The City shall coordinate with the ECFRPC and other applicable governmental agencies when developments requiring Chapter 380, Florida Statutes review are within the City's jurisdiction.

Policy 1.2.3: The City shall coordinate transportation planning activities with the

Florida Department of Transportation (FDOT), ECFRPC, Lake-Sumter MPO, Lake County and the adjacent municipalities to protect and preserve necessary future rights-of-way.

Policy 1.2.4: The City shall coordinate planning activities with the FDOT, the Florida Department of Agriculture, the ECFRPC, the Lake-Sumter MPO and Lake County to establish mechanisms for delineation and adoption of corridor roadway systems in and around the City of Clermont.

Objective 1.6: Housing and Recreational Facilities. The City shall provide appropriate mechanisms to coordinate information and programs for the provision of housing and recreational facilities.

Policy 1.6.3: The City shall continue to coordinate with officials of the Lake County School Board to ensure provision and availability of necessary infrastructure and utilities consistent with location and construction of new educational facilities and/or improvements to existing facilities.

Policy 1.6.4: The City shall engage in efforts with Lake County and the Lake County School Board for procurement, operation and maintenance of parks and recreation facilities.

Objective 1.7: School Coordination. The City of Clermont will coordinate with the Lake County School Board with regard to school siting criteria, collocation of facilities and planning coordination within one year of the adoption of this element.

Policy 1.7.1: The City and the Lake County School Board shall discuss and coordinate development plans for expansion of existing schools or development of new education facilities within the City to assure such activities are consistent with growth management directives established within the City's comprehensive plan. Issues shall include the impacts of facilities on adopted LOS standards established for public school facilities, transportation, potable water, wastewater, drainage and solid waste services.

Policy 1.7.2: The City shall provide the Lake County School Board with information regarding proposed new developments to assist its efforts in planning new schools and to solicit its review comments.

Policy 1.7.3: The City shall abide by and enforce the interlocal agreement between the City and the Lake County School Board to require cooperation in terms of population projection and school siting.

Policy 1.7.4: The Lake County School Board shall provide facilities plans and population projections on an annual basis to ensure that consistency is maintained between the two.

Policy 1.7.5: The Lake County School Board shall provide the City with any plans to site schools within the corporate limits or joint planning area.

Policy 1.7.6: The City shall provide to the Lake County School Board all applications for land use plan amendments that have the potential of increasing residential density and that may affect student enrollment, student enrollment projections or school facilities.

Policy 1.7.7: The City shall allow a member of the Lake County School Board to sit as an ex-officio member on the Local Planning Agency and comment on proposals that have the potential to increase density.

Policy 1.7.8: The City will take part in the Lake County Educational Concurrency Review Committee established by Lake County, Lake County School Board and the municipalities of Lake County that shall meet at least annually as outlined in the interlocal agreement between Lake County, Lake County School Board and municipalities for school facilities planning and siting, and will hear reports and discuss issues concerning school concurrency.

Policy 1.7.9: The City will take part in the Joint Staff School Concurrency Review Group, comprised of staff of Lake County, the municipalities of Lake County, and the Lake County School Board, that shall meet at least quarterly, as outlined in the interlocal agreement between Lake County, Lake County School Board and the municipalities of the county, for school facilities planning and siting, to discuss issues concerning school concurrency. These issues shall include but not be limited to land use, school facilities planning, including such issues as population and student projections, level of service, capacity, development trends, school needs, co-location and joint use, and ancillary infrastructure improvements needed to support schools and ensure safe student access. The Lake County School Board staff shall be responsible for making meeting arrangements.

Policy 1.7.10: The City will provide full cooperation and coordination with the Lake County School Board, as needed, to coordinate planning activities and maximize the use of available public facilities.

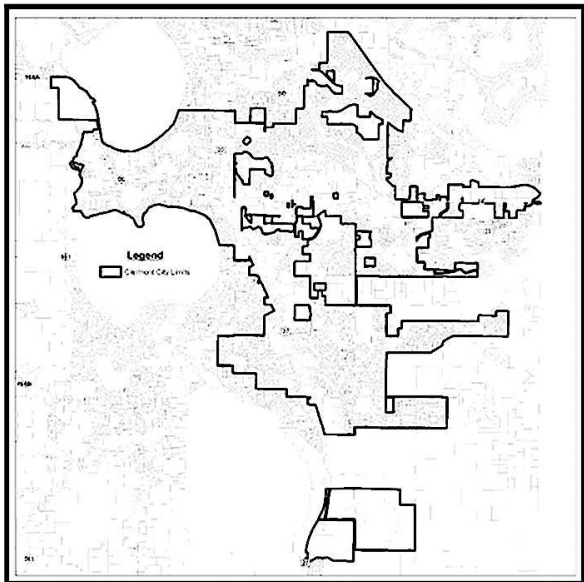
Policy 1.7.11: The City will pursue formalization of existing agreements with the Lake County School Board for the use of school facilities for recreation services and activities. Agreements should establish a level of service ratio to determine the maximum allowable use of the facilities for public access to optimize the use of the facilities and to help the City determine its long-term recreation needs.

CITY OF CLERMONT EVALUATION & APPRAISAL REPORT ORDINANCE NO. 2023-001

On Tuesday, December 6, 2022 at 6:30 PM the Planning and Zoning Commission will consider the proposed ordinance. The introduction and transmittal of the proposed ordinance to Florida Department of Economic Opportunity will be heard by the City Council on Tuesday, December 13, 2022 at 6:30 PM

ORDINANCE NO. 2023-001

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE EVALUATION AND APPRAISAL REPORT PERTAINING TO THE COMPREHENSIVE PLAN FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES BY ADOPTING THE EVALUATION AND APPRAISAL REPORT; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE EVALUATION AND APPRAISAL REPORT; SETTING FORTH THE PURPOSE AND INTENT OF THE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.



All meetings will be held in Clermont City Hall, 1st floor Council Chambers, located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

This ordinance is available for public inspection in the Development Services Office, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.