



**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
3:00 PM, Tuesday, May 12, 2026**

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

PROCLAMATION

Building Safety Month

GBS and CDIP Awareness Month

PRESENTATIONS

Lake County Commissioner Sean Parks

PUBLIC COMMENT

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.

Item No. 1 - Meeting Minutes

Consider approval of the April 21, 2026 Council workshop and the April 28, 2026 Council Meeting minutes.

Item No. 2 - Purchase of Downtown Property

Consider approval of downtown property purchase for dumpster enclosures.

Item No. 3 - Request For Bid Award
Construction of Downtown Dumpster Enclosures

Consider awarding bid and contract execution with DCRV Contracting, LLC in the budgeted amount of \$258,964.

Item No. 4 - Request For Qualification Award
Civil Engineer Services

Consider awarding Term Contracts to the top ten firms for On-Call Civil Engineer Services.

Item No. 5 - Request For Proposal Award
City Parks and Facilities

Consider awarding RFP 26-064, Mobile Food Truck Vendor Services to the 5 highest-ranked vendors as recommended by the Evaluation Committee.

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Item No. 6 - Piggyback Term Contract
Refuse and Recycling Container Solutions

Consider approval to piggyback the Sourcewell Term Contract No. 120324-REH with Rehrig Pacific Company.

Item No. 7 - Piggyback Term Contract
SCADA Instrumentation and Control Services

Consider approval to piggyback the Tohopekaliga Water Authority Term Contract No. RFP-25-005-02 with General Control Systems, Inc.

Item No. 8 - Piggyback Purchase
Public Services

Consider purchase approval from the State of Florida contract number 25100000-23-STC with Step One Automotive DBA Ford Crestview/ CDJR Fort Walton Beach to purchase one (1) Ford F450 in the total budgeted amount of \$86,995.

Item No. 9 - Piggyback Term Contract
Information Technology

Consider approval to piggyback the City of Mesa Term Contract No. 2024056 with CDW Government, LLC to provide IT solutions, products, and services.

Item No. 10 - Event and Boat Ramp Closure Request
Pig on the Pond 2027

Consider the event request from Friday, April 2 – Sunday, April 4, 2027, at Waterfront Park with open container in the approved area, fee waiver, signage on city property, fireworks, staff assistance and trail and boat ramp closure.

Item No. 11 - Utility Agreement Amendment
Hartle

Consider approval of the First Amendment to Utility Service Agreement for Water and Wastewater.

Item No. 12 - Resolution No. 2026-015R
City Manager Evaluation Criteria

Consider a resolution outlining the review criteria and process for the City Managers annual evaluation

NEW BUSINESS

Item No. 13 - Variance Request
168 E. Lakeshore Dr.

Consider two variance requests: (1) To allow for an increase to the maximum Impervious Surface Area; (2) and to allow for a pool to be placed within the front yard.

Item No. 14 - Utility Agreement Request
Islamic Center of Clermont, Inc.

Consider approval of a utility agreement for water/sewer use at 15020 Johns Lake Road.

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Item No. 15 - Bishop Field Design Approval

Consider approval of the design and direction to proceed through the procurement process.

REPORTS

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.

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.

PROCLAMATION

Whereas, City of Clermont recognizes that our homes, schools, workplaces, places of worship, entertainment venues, and the infrastructure that supports them are safer, more resilient, and more sustainable when they are designed, constructed, inspected, and maintained in accordance with modern building codes; and

Whereas, Building Safety Month is an annual public awareness campaign sponsored by the International Code Council (ICC) each May that highlights how building safety professionals, up-to-date building codes, and effective code administration help protect lives and property; and

Whereas, the adoption, implementation, and enforcement of modern building codes, along with a strong system of plan review and inspection, are essential to mitigate the impacts of natural and human-caused hazards, thereby reducing injuries, loss of life, property damage, and economic disruption; and

Whereas, code officials (building, fire, plumbing, mechanical, electrical, and structural) together with architects, engineers, designers, contractors, trades professionals, and first responders, work tirelessly to keep our community safe through professionalism, education, and collaboration; and

Whereas, Building Safety Month provides an opportunity for all residents, property owners, and stakeholders to learn more about the importance of building safety and to participate in activities that promote safer, more resilient, and more sustainable structures across the City of Clermont.

Now, Therefore, I, Tim Murry, Mayor of the City of Clermont in the State of Florida, do hereby proclaim the month of May, Two Thousand and Twenty-Six as:

Building Safety Month

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 12th Day of May in the year Two Thousand and Twenty-Six.

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

PROCLAMATION

Whereas, the month of May is internationally recognized as “GBS and CIDP Awareness Month” to increase public awareness of these rare neurological disorders; and

Whereas, Guillain-Barré Syndrome (GBS) is a rare condition that can cause rapid muscle weakness, paralysis, and, in severe cases, the need for life-sustaining care; and

Whereas, Chronic Inflammatory Demyelinating Polyneuropathy (CIDP) is a rare, progressive disorder that may lead to weakness, numbness, and paralysis, often accompanied by significant pain; and

Whereas, the cause of GBS and CIDP is unknown, and these conditions can affect individuals of any age, gender, or background; and

Whereas, early diagnosis, treatment, and rehabilitation are critical to improving outcomes and supporting patients and families facing long and uncertain recoveries.

Now, Therefore, I, Tim Murry, Mayor of the City of Clermont in the State of Florida, do hereby proclaim the month of May, Two Thousand and Twenty-Six as:

GBS and CDIP Awareness Month

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 12th Day of May in the year Two Thousand and Twenty-Six.

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
CITY COUNCIL WORKSHOP
April 21, 2026

CALL TO ORDER

The City Council met in a workshop session on Tuesday, April 21, 2026, in the Clermont City Center. Mayor Murry called the workshop to order at 1:00 pm with the following Council Members present: Council Members Strange, Bain, Myers and Petersen.

Other City officials present were City Manager Van Wagner, Deputy City Manager Matthys, City Attorney Waugh and City Clerk Howe.

City Manager Van Wagner gave the invocation.

AGENDA ITEMS

Item No. 1 – Communication

Doris Jackson-Shazier, Shazier Coaching and Consulting, spoke to Council about how to engage in professional disagreement in a way that is both honest and productive. She emphasized balancing authenticity with respectful communication to achieve meaningful, constructive outcomes, highlighting key principles including modeling professionalism, emotional intelligence for public leaders, and defining respect and honesty in public service interactions. She noted that effective leadership in public settings requires maintaining civility while still expressing differing viewpoints clearly and constructively, with the goal of strengthening dialogue and decision-making rather than creating conflict.

Mayor Murry recessed the workshop at 2:48pm.

Mayor Murry reconvened the workshop at 3:00pm.

Item No. 2 – EMS

City Manager Van Wagner stated that, in response to the Council's request, the city has brought back discussions regarding Emergency Medical Services (EMS) services through the fire department. He invited Fire Chief Ezell to present more information.

Fire Chief Ezell informed Council that after about 15 months of working with Lake County, EMS response times have improved with added ambulances but still fall short of the 10-minute goal and remain inconsistent under higher call volumes. He recommended the city move forward with its own Advanced Life Support (ALS) transport services to ensure more reliable, locally dedicated coverage, noting that planning and costs have been established. He stated that there will be an item on the next agenda to request a certificate from the county to allow the city to provide its own ALS transport services.

Council discussed impacts on emergency response levels, funding structure, and coordination with Lake County.

Fire Chief Ezell clarified that the data presented reflects only City of Clermont responses and excludes unincorporated areas, though the city continues to respond to emergent calls outside city

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limits while limiting lower-acuity responses. Council focused on understanding overall service demand and requested more comprehensive historical call data, as well as clarification of current reliance on County dispatch services and the existing Municipal Service Taxing Unit (MSTU) funding structure.

Council also raised operational concerns regarding staffing, dispatch agreements, and facility readiness, including where ambulances would be housed as service scales up and implementation of aligning with future station development. Council emphasized the importance of understanding phased deployment, cost recovery timing, and the County Certificate of Public Convenience and Necessity (COPCN) approval process required before any state licensing or service initiation, noting uncertainty in County approval and possible delays or legal challenges. Ultimately, Council agreed that additional time and information are needed before deciding on the proposed ALS transport initiative and requested that the item be moved to the May agenda to allow for further review. Council requested a comprehensive report including multi-year call data by jurisdiction and acuity, MSTU and billing revenue analysis, full cost and cash-flow projections, dispatch service structure and costs, an implementation timeline and staffing plan, a facility and ambulance housing strategy, updated professional studies, and comparative case studies of similar municipal EMS transitions, including both successful and unsuccessful examples.

Item No. 3 – Joint discussion with Planning and Zoning Commission

Council and Planning & Zoning Commission members discussed the need to establish clearer, shared standards for evaluating rezonings and conditional use permits to improve consistency, transparency, and predictability in decision-making. Members noted that while existing ordinances, comprehensive plan policies, and established code criteria govern reviews, application of those standards can vary, particularly in subjective areas such as desirability, compatibility, and overall project impact. To address this, the group explored developing a structured checklist or scorecard approach that translates existing code requirements, such as safety, infrastructure capacity, transportation, site design, and neighborhood compatibility, into more consistently applied evaluation factors, while ensuring decisions remain grounded in adopted legal standards. City Attorney Waugh emphasized that any framework must align with the code and not create binding criteria outside of ordinance requirements, and caution was raised regarding public records and procedural implications of formal scoring systems.

The discussion also included broader concerns about development pressures, infrastructure capacity, traffic, emergency access, and data accuracy in planning materials, as well as the importance of improving pre-application guidance and communication with applicants. Members referenced the need for greater alignment between staff analysis, Planning and Zoning recommendations, and Council decision-making, while still maintaining the distinct roles of each body in the quasi-judicial process.

Additional conversation addressed recent state legislative changes affecting local land use authority and the importance of maintaining local discretion within evolving legal constraints. Civility in public meetings was also discussed, with members noting the importance of respectful

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engagement despite differing perspectives and the need to avoid adversarial or directive language from applicants or participants.

Direction was given for staff to draft a proposed checklist or guiding framework based on existing code criteria and circulate it for review, with the intent of bringing a refined version forward to Council for consideration, potentially as part of an ordinance amendment in May. Members also discussed the possibility of incorporating clearer expectations directly into the code or future updates.

ADJOURN: With no further comments, this workshop adjourned at 5:27 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
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REGULAR COUNCIL MEETING
April 28, 2026

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, April 28, 2026, at 3:30 pm in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 3:30 pm with the following Council Members present: Council Members Strange, Bain, Petersen and Myers.

Other City officials present were City Manager Van Wagner, City Attorney Waugh, Deputy City Manager Matthys and Deputy City Clerk Wisniewski.

INVOCATION AND PLEDGE OF ALLEGIANCE

Father Mark Wajda from Blessed Sacrament Catholic Church gave the invocation, followed by the Pledge of Allegiance.

PRESENTATIONS

Deputy City Manager Matthys introduced the Champion of the Quarter Program, launched in January to recognize outstanding employees nominated by peers for integrity, compassion, adaptability, and stewardship of resources. The City Manager's Office reviews nominations and selects a quarterly winner. This quarter, Lieutenant Nicholas Bloom of the Clermont Police Department was chosen from four nominees. Nominated by Ramsey Jimenez, he was recognized for exceeding expectations, demonstrating strong leadership and integrity, supporting colleagues, and fostering a positive work environment.

Finance Director Borrer presented the FY2025 independent audit reports, introduced Heather Mosier of Carr, Riggs & Ingram and noted she would summarize the process and findings.

Heather Mosier presented the FY2025 audit results, reporting an unmodified opinion for both the City and Community Redevelopment Agency (CRA) with no material weaknesses, compliance issues, or findings. A required single audit related to American Rescue Plan Act (ARPA) funds also showed no issues, and all COVID-related funds have been fully expended. Additional required reports contained no findings, and new accounting standards were implemented without material impact. She noted no disagreements with management and concluded that the audit process was completed smoothly.

Council Members asked follow-up questions regarding the audit, and Ms. Mosier confirmed there were no concerns, risks, or areas requiring additional attention, and no issues that could pose future problems. She noted that compared to the prior year, the audit process improved and ran more smoothly, with minimal recommendations, as earlier transition and new standard implementation issues had been resolved. Staff further informed the public that audit reports, including the city and CRA audits and a simplified Popular Annual Financial Report (PAFR), are available on the city's website for review.

PUBLIC COMMENT

Paula Hoisington, 564 E. DeSoto Street – raised concerns about reports that a recruitment firm, Lean Solutions Group, may be contacting current city managers regarding a potential Clermont City Manager search without public discussion. She requested clarification and an investigation into whether the activity was legitimate or unauthorized.

Kurt Schuh, Clermont resident – urged remembrance of fallen service members and the sacrifices made in past wars ahead of Memorial Day.

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Council discussed concerns regarding an alleged confidential City Manager recruitment effort involving Lean Solutions Group, with both staff and Council confirming no prior knowledge or authorization of any such search. The City Attorney advised that any legitimate recruitment would require Council approval and agreed to begin fact-finding to determine the validity of the claim and whether the City's name was being improperly used.

AGENDA CHANGES

There were no changes to the agenda.

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 April 14, 2026, Council Meeting minutes.

Item No. 2 – Easement Request

Consider Assignment of Easement Rights for the widening of Hartwood Marsh Road.

Item No. 3 – Grant Acceptance
Fire Dept.

Consider \$250,000 grant acceptance from the Live Well Foundation of South Lake for the purchase and installation of Safe Haven Baby Boxes.

Item No. 4 – Resolution No. 2026-010R

Consider approval to remove accounts receivable and write-off \$182,882.13 as a bad debt expense from the Business Tax Registration Program repealed during Fiscal Year 2025.

Item No. 5 – Resolution No. 2026-012R
Investment Policy Update

Consider approval of recommended updates to the city's investment policy.

Item No. 6 – Grant Agreement Approval for Cybersecurity Grant Program
Florida Local Government

Consider approval to utilize the Intelligence Request & Information System (IRIS) to perform criminal investigations and process intelligence information.

Item No. 7 – Task Order Approval

Consider Task Order approval with Halff Associates, Inc. to provide Civil Engineering services to complete Fire Station #2 Remodel for a total value of \$67,500.

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Item No. 8 – Task Order Approval
Road Reconstruction

Consider Task Order approval with Halff Associates, Inc. to provide civil engineering and surveying services to complete Fran Mar Court for a total budgeted amount of \$111,827.50.

Item No. 9 – Task Order Approval
Road Reconstruction

Consider Task Order approval with Halff Associates, Inc. to provide civil engineering and surveying services to complete Carolyn Drive for a total budgeted amount of \$111,927.50.

Vincent Niemiec pulled Consent Agenda Item No. 2.

Council Member Myers motioned to approve Consent Agenda items 1, 3-9. Seconded by Council Member Petersen.

Council Member Bain discussed Consent Agenda Item No. 4 regarding the write-off of approximately \$183,000 in unpaid business tax debt dating back to 2006 and requested confirmation that reasonable collection efforts would continue to ensure consistent enforcement standards. Council and staff discussed the City's elimination of business tax receipts and noted that continued collection is a policy decision, with staff recommending against expending additional resources on collection due to the age of the accounts and the likelihood that many businesses are no longer in operation.

The motion passed 5-0 with all members present voicing aye.

Item No. 2 – Easement Request

Vincent Niemiec, Regency Hills – expressed concern about the cost of relocating utilities for the Hartwood Marsh expansion project and questioned who would be responsible for those expenses. He referenced Lake County's \$12 million loan and suggested the issue had been known for years, raising concerns about potential city costs and taxpayer impact, and requested clarification on funding responsibility and how the utility relocation decision was made.

Assistant Director of Public Services Maiworm explained that the utilities were located within county right-of-way, and, per the county permit agreement, the city is responsible for relocating them if roadway expansion requires it. He noted this is a standard obligation for utilities placed in public right-of-way, that the project has been planned and budgeted for over several years, and that the utilities will be relocated into a dedicated easement along Kings Ridge to facilitate the expansion.

Council discussed that utility placements within roadway rights-of-way often result from earlier planning decisions made before future expansion needs were fully anticipated. Staff explained that utility relocation is a standard requirement during road improvement projects and is typically accounted for within long-term capital planning and budgeting.

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

Council Member Petersen motioned to approve Consent Agenda Item No. 2. Seconded by Council Member Myers. The motion passed 5-0 with all members present voicing aye.

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UNFINISHED BUSINESS

Item No. 10 – Ordinance No. 2026-011, *Amend Community Development District Final*

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, AMENDING ORDINANCE 2022-018 TO CONTRACT THE BOUNDARIES OF THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT LOCATED WITHIN THE CITY OF CLERMONT, FLORIDA; DESCRIBING THE BOUNDARIES OF THE LAND TO BE REMOVED FROM THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT AND DESCRIBING THE NEW EXTERNAL BOUNDARY OF THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT AFTER CONTRACTION; PROVIDING FOR ALL OTHER CONDITIONS TO REMAIN UNCHANGED; PROVIDING FOR SEVERABILITY AND REPEAL; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR RECORDING.

Deputy City Clerk Wisniewski read the title aloud.

Development Services Planner Kruse presented the item. The Petitioner, the Wellness Ridge Community Development District (CDD), is requesting to amend the current CDD Ordinance No. 2022-018 to contract the boundary of the district by 0.08 acres.

This revised request has been made by the petitioner, omitting the original request to add property known as "Sanctuary at Wellness Ridge." The current boundary includes 574.01 acres of land within the district, which is known as the Wellness Ridge Development. The contraction includes a small portion of the neighborhood non-residential center that should not be subject to the CDD. The small contraction parcel has no home sites on it and no infrastructure in the district. The removal of this would have no impact or effect on the current homeowners in the district. The request would decrease the boundary district to approximately 573.93 acres.

As part of the review, city staff requested one condition be placed into the ordinance. It is under Section 5, Board Turnover. This condition has been added to protect the current lot owners from extending the time period of the turnover of the CDD. The creation of the CDD is governed under Chapter 190 of the Florida Statutes. Within Lake County, there are close to 60 CDD's in existence, of which four are in the City of Clermont. The original CDD was presented and approved by City Council on May 10, 2022, for the Wellness Ridge property.

The City Council's role is to hear the petition and vote to either approve or deny the requested contraction of the boundary of the Wellness Ridge CDD. The city received objection emails from some of the property owners for the original expansion and contraction petition, however no objections have been received for the contraction only.

This agenda item was tabled at the April 14 meeting to allow the petitioner to amend their request and remove the expansion portion of the CDD boundary. Staff recommended approval of Ordinance 2026-011, subject to condition outlined under Section 5, Board Turnover.

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Jan Carpenter, counsel for the Wellness Ridge Community Development District (CDD), explained that instead of pursuing a previously proposed expansion, they are now only requesting a minor boundary contraction. This adjustment involves less than a tenth of an acre along a roadway and is necessary to correct a surveying error that occurred once the road was properly constructed. She emphasized that this change is purely administrative and will not affect the district's budget, infrastructure, or residents in any way.

Mayor Murry opened the public hearing.

Joe Fumasi, 2693 Jumping Jack Way – requested denial, claiming the CDD is not acting independently and is instead serving the developer. He also cited ongoing infrastructure failures, including roads not meeting city standards, and urged action before any further approvals.

Mayor Murry closed the public hearing.

Discussion ensued on clarifying that the hearing was only about a very minor boundary contraction rather than the broader CDD itself, which had already been approved. It was explained that the change is required due to a surveying error and must go through a formal petition process under Florida law and does not provide a mechanism to dissolve or reconsider the entire CDD.

Lane Register of Lennar Homes clarified that the small parcel in question was mistakenly included in the CDD due to timing issues between its establishment and final roadway design, specifically the addition of a turn lane. He explained the land is owned by a separate entity not part of the CDD, making the adjustment a necessary administrative correction, and noted that denying the petition would not impact Lennar but would negatively affect the actual property owner.

Discussion clarified that the small parcel contraction does not invalidate the district but instead corrects an error to return responsibility to the proper property owner. It was explained that the CDD manages infrastructure such as stormwater systems within its boundaries, while the Municipal Service Taxing Unit (MSTU) and Homeowners Association (HOA) handle landscaping and maintenance, though some overlap has caused confusion. Council members stressed the need to clearly define these roles, and Mr. Register noted that a separate CDD for the Sanctuary area will be proposed, along with an interlocal agreement to ensure coordination and shared responsibility, particularly for stormwater management and environmental stewardship.

Council Member Strange Motioned to approve Item No. 10. Seconded by Council Member Myers. The motion passed by roll call 4-1 with Council Member Petersen opposed.

The next three items were heard together and voted on separately.

Item No. 11 – Ordinance No. 2026-015, *Kohl's Annexation Final*

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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Deputy City Clerk Wisniewski read the title aloud.

Item No. 12 – Ordinance No. 2026-016, *Kohl's SSCPA Final*

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.

Deputy City Clerk Wisniewski read the title aloud.

Item No. 13 – Ordinance No. 2026-017, *Kohl's Rezoning Final*

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.

Development Services Planner Gonzalez presented the items. The applicant is requesting a voluntary annexation, a small-scale comprehensive plan amendment, and a rezoning of the subject parcel for the purpose of providing the existing commercial uses with enhanced city services. The property is approximately 15.9 acres and is located at 12305 US Highway 27.

Through coordination with the city's Development Liaison, Zane Ertel, the City identified the site as a candidate for annexation, which was determined to be mutually beneficial for both the property owner and the City.

The subject property is located within the Interlocal Service Boundary Agreement (ISBA) area as well as the Joint Planning Area (JPA). It is contiguous to the city limits along its southern and eastern boundary, satisfying the statutory requirement for adjacency.

The city already provides sewer service to the site, and annexation would extend additional municipal services, including Police and Fire, ensuring a unified and efficient level of service.

The property meets all applicable requirements for voluntary annexation as outlined in Section 171.044, Florida Statutes, and is contiguous to the existing city limits.

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The proposed map amendment will change the future land use designation from Lake County's Urban Low to the City's Commercial designation. The property is currently developed with a commercial retail department store. Policy 1.12.3 of the City's Comprehensive Plan encourages voluntary annexations, stating: The City shall encourage requests for voluntary annexation into the City when those lands are logical extensions of the existing City limits, when services can be properly provided, and when proposed uses are compatible with the City's Comprehensive Plan.

The property is located along the US Highway 27 corridor, an area characterized by established and planned commercial uses. Annexation of this site is a logical extension of the city boundary and is consistent and compatible with the existing development pattern along this corridor.

Staff have reviewed the request and found that the proposed comprehensive plan amendment meets the requirements for voluntary annexation, that the City is capable of serving the property, and that the request is consistent with the City's Comprehensive Plan.

The proposed rezoning would change the designation from Lake County's Planned Unit Development (PUD) to the city's C-2 General Commercial Zoning district.

The property was originally developed under Lake County's PUD, Resolution No. 1994-110 (Spring Valley), which entitled the area for 546 single family residential units and 20 acres for up to 160,000 square feet of commercial development. The property owner, Spring Valley, LTD, entered into a utility service agreement with the City on October 1, 1999, to receive wastewater services.

As the PUD area has reached full development and no remaining entitlements or land use conditions apply to Kohl's parcel, the City's C-2 General Commercial designation is the most appropriate zoning district. C-2 General Commercial is consistent with the existing use, aligns with the City's commercial standards along the US 27 corridor, and removes the need to rely on an outdated PUD document. Rezoning to C-2 General Commercial zoning will ensure consistent development regulations, signage standards, and administrative procedures for this established commercial parcel.

Staff have reviewed the applicant's proposal and find the proposed zoning at this location is compatible with the uses in the area. The requested C-2 General Commercial designation is consistent with the City's Comprehensive Plan, Land Development Regulations.

Staff recommended approval of Ordinance No. 2026-015, Ordinance No. 2026-016 and Ordinance No. 2026-017.

Development Services Planner Gonzalez noted that the item was coordinated with the city's Development Liaison Zane Ertel and applicant representatives, including coordination with the applicant's corporate and retail offices located out of state. Although the applicant was not present, he indicated that Mr. Ertel was available to respond to any questions.

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

Council Member Strange motioned to approve Item No. 11. Seconded by Council Member Myers. The motion passed by roll call 5-0 with all members present voicing aye.

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Council Member Petersen motioned to approve Ordinance No. 2026-016. Seconded by Council Member Myers. The motion passed by roll call 5-0 with all members present voicing aye.

Council Member Petersen motioned to approve Ordinance No. 2026-017. Seconded by Council Member Myers. The motion passed by roll call 5-0 with all members present voicing aye.

The next two items were heard together and voted on separately.

Item No. 14 – Ordinance No. 2026-018, *Sanitation Impact Fees Final*

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA AMENDING CHAPTER 30, SOLID WASTE, OF THE CITY OF CLERMONT CITY CODE, CREATING A NEW ARTICLE III, SOLID WASTE IMPACT FEE; SECTION 30-33, FEE IMPOSITION; SECTION 30-34, ADOPTION OF TECHNICAL REPORT AS BASIS OF IMPACT FEES; SECTION 30-35, DEFINITIONS; SECTION 30-36, DETERMINATION OF FEE; SECTION 30-37, COLLECTION OF SOLID WASTE IMPACT; SECTION 30-38, SOLID WASTE IMPACT FEE SCHEDULE; SECTION 30-39, USE OF FUNDS COLLECTED; SECTION 30-40, EXEMPTIONS; SECTION 30-41, INTERPRETATION OF ARTICLE AND FEE SCHEDULE; SECTION 30-42, EFFECT ON OTHER REGULATIONS AND REQUIREMENTS; SECTION 30-43, ALTERNATIVE CALCULATION OF SOLID WASTE IMPACT FEES; AND SECTION 30-44, APPEALS; AND SECTION 30-45, UPDATING, ANNUAL REPORTING, AND AUDITS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS, PUBLICATION AND EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Item No. 15 – Resolution No. 2026-013R, *Fee Schedule Amendment*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE FEE SCHEDULE FOR IMPACT FEES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Public Services Assistant Director Maiworm introduced consultant Kevin Winslow of Innovative Technical Solutions, who participated in preparing the city’s impact fee study and indicated that he would provide a brief presentation. Kevin Winslow of Innovative Technical Solutions presented the city’s impact fee study, explaining the methodology used to calculate fees based on Florida Statute 163.31801 and emphasizing that the fees apply only to new development.

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He outlined the cost components included in the analysis, such as collection bins, a proposed transfer station, collection vehicles, and administrative costs, and described how per-unit costs were derived using current city service data, with adjustments for residential and commercial users; he also provided estimated potential annual revenue based on projected new growth and concluded by offering to answer questions.

Mayor Murry opened public comment. There were no comments. Mayor Murry closed public comments.

Council Member Bain sought clarification on the impact fee for bins, and Public Services Assistant Director Maiworm confirmed each new customer receives one solid waste and one recycling bin at permitting, with additional bins charged separately. He explained the fee is collected at development and shifts future system expansion costs to new growth, with planning still in early stages.

Mayor Murry questioned the proposed 675 tons per day transfer station capacity, noting it may be outdated due to growth, and Public Services Assistant Director Maiworm responded that it was based on buildout assumptions and would be refined during design, especially if outside service is considered. The mayor also raised concerns about recycling costs and efficiency, which he was informed would be further reviewed during upcoming budget discussions.

Council Member Strange motioned to approve Item No. 14, Ordinance No. 2026-018. Seconded by Council Member Petersen. The motion passed by roll call 5-0 with all members present voicing aye.

Council Member Strange motioned to approve Item No. 15, Resolution No. 2026-013R. Seconded by Council Member Myers. The motion passed 5-0 with all members present voicing aye.

NEW BUSINESS

Item No. 16 – Surplus Property Sale

Development Services Director Henschel reported that Council previously declared surplus a 5,220-square-foot parcel from the former lumber yard development intended for a city lift station. The city received a single \$100 sealed bid from adjacent property owner Brian Hess. Mr. Hess intends to maintain the property as landscaped open space to serve as a buffer to the lift station, with potential future improvements such as a garage or wall. Staff recommended acceptance of the offer with conditions requiring the parcel to be combined with his adjacent property and limited to uses consistent with residential buffering and open space.

Mayor Murry opened public comments.

Brian Hess, 1166 Short Street – thank you in advance.

Mayor Murry closed public comments.

Council Member Bain stated that he met with the property owner on site to review the parcel and noted that the area appears to function as part of the adjacent property.

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Mayor Murry noted prior discussions with the property owner regarding concerns about the lift station's proximity and emphasized the need to maintain the stipulations limiting the parcel to buffering use only to prevent future conflicts. He supported allowing improvements such as a garage or buffer wall, provided the buffer function and restrictions remain in place.

Council Member Petersen motioned to approve the sale of the surplus property. Seconded by Council Member Myers. The motion passed 5-0 with all members present voicing aye.

Item No. 17 – Surplus City Property

Development Services Director Henschel presented a request to surplus a 1,335-square-foot city-owned remnant parcel located between the new Lumberyard lift station and adjacent private property. Staff explained the parcel was unintentionally left over after surveying, serves no public use, would create ongoing maintenance responsibility, and would sit between two fences after construction, and therefore recommended it be declared surplus while retaining a utility easement.

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

Council discussed the proposed surplus of the property with concerns raised that the parcel may be part of a larger contiguous city-owned corridor that could be needed for future trail expansion, buffering, or park use. While staff explained the intent was to eliminate a leftover maintenance piece and align property boundaries for adjacent ownership while retaining utility easements, several Council Members expressed uncertainty about declaring the land surplus before a broader long-term plan for the corridor is established, noting ongoing survey and boundary confusion and the potential value of the strip for future public use. The item was ultimately discussed as potentially premature, with a suggestion made to table it, pending further input from consultants and clarification of long-term plans for the area.

Council Member Petersen motioned to table the item. Seconded by Council Member Myers.

Mayor Murry asked whether a specific date was required in the motion if the item was being postponed. City Attorney Waugh advised that a date should be included in the motion, or alternatively, the item could be postponed indefinitely.

Council Member Petersen amended his motion to postpone the item indefinitely. Seconded by Council Member Myers.

Council discussed whether to postpone the item or vote it down and bring it back later, with clarification that it could be postponed with or without a set date, including indefinitely. Council agreed that postponing the item was the best option to allow more time and revisit it in the future.

The motion passed 5-0 with all members present voicing aye.

Council Member Bain requested a ten-minute recess.

Mayor Murry recessed the meeting at 5:30pm.

Mayor Murry reconvened the meeting at 5:40pm.

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Item No. 18 – Variance Requests, 4519 Lions Gate Ave.

Development Services Planner Day presented the variance request. The applicant, Jean Malaquias, is requesting three variances to the Land Development Code as a result of a pending code enforcement case for installed pavers without a city zoning clearance. The property is within the Hartwood Landing Subdivision and is designated with the Planned Unit Development (PUD) zoning district by Ordinance No. 2019-09.

The first variance request is to allow for a side yard setback to be less than the minimum five foot required by Ordinance No. 2019-09. This would allow for the existing paver walkways, which are estimated to be 210 sq ft each, to remain on the property encroaching into the side yard setbacks at zero feet on each side of the property.

The second variance request is to allow for a rear yard setback to be less than the minimum five foot required by Ordinance No. 2019-09. This would allow for the nonconforming astroturf, that was existing on the property prior to the pavers being installed, to encroach into the rear yard setback at zero feet from the rear property line.

If the first two variance requests are approved, the impervious surface ratio would increase to an estimated 90 percent. Requiring a third variance request to allow for an increase to the maximum 75 percent impervious surface ratio that is permitted per lot by Ordinance No. 2019-09.

The applicant has indicated that the area was flooding prior to the installation of the pavers on the property. The lot layout indicates stormwater flows from the back to the front of the property. In order to account of the flooding that has been occurring on the property, the applicant proceeded to have two French drains and the pavers installed on the sides of the property. The French drains help direct the stormwater towards the road in order for the development's main stormwater drainage to catch the excess runoff. The applicant mentioned a practical hardship and claims that the work was necessary due to the property flooding within the walkways towards the back of their property. The applicant is willing to execute any required agreements or accept reasonable conditions for approval of the requests.

Upon review of the applicant's request, staff are unable to support the variances requested. Land Development Code Section 125-484 specifies PUDs are specifically approved after thorough evaluation of the project's concept plan by the City Council. Ordinance No. 2019-09 was approved for minimum side and rear yard setbacks of five feet from the property lines to accommodate for the minimum Drainage and Utility Easements required on each lot. Allowing encroachment into these easements and increasing the developable area may negatively impact the abutting properties and the subdivision's overall stormwater capacity.

Under LDC Section 101-246, a variance may only be granted with a positive finding on all review criteria. Staff find the application fails to meet three of the five required criteria. Therefore, staff recommends denial of the variance request

The homeowner, Jean Malaquias requested approval, stating the improvements were installed to address long-standing drainage issues and functioned effectively during the 2024 hurricane season without causing runoff impacts to neighboring properties. She noted staff had found partial compliance with review criteria, emphasized neighbor support and lack of objections, and asked Council to consider actual site performance and approve the variance with any appropriate conditions.

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Myro Murry opened public comments.

Kenneth Britter, 4523 Lions Gate Ave. – stated he has no objection to the variance if drainage impacts are improved. They emphasized concern about excess water running off onto their property and requested that any changes reduce that impact.

Council Member Strange asked whether Mr. Britter observed a difference in water runoff between the astro turf and the pavers. He responded that his observations were focused between the house and fence and did not specifically distinguish between the two surfaces, and he could not confirm any difference in runoff, also noting the fence placement and ownership along the property line.

Mayor Murry closed public comments.

Council discussed the variance request, focusing on drainage concerns between homes, the impact of pavers and astroturf on water runoff, and compliance with the 75 percent impervious surface limit. Council Members spoke about potential solutions such as gutters, French drains, or modifying materials, while also raising concerns about setting precedent, Homeowners Association (HOA) and permitting issues, and broader neighborhood impacts, with general agreement on the need to balance property access with responsible stormwater management.

Council Member Bain motioned to approve variance number 1 and not approve the 2nd and 3rd variances.

Council Member Bain explained that he supported allowing pavers for side yard access but opposed any increase to impervious surface limits or reduced setbacks caused by astroturf, stating the property should meet existing code and only the first variance should be approved.

Council Member Strange second the motion for purpose of discussion.

Council also reviewed evidence showing significant water accumulation on the neighbor's property, raising concerns about impacts on adjacent properties. During the discussion City Attorney Waugh advised caution against council acting as engineers while noting they may impose conditions and reiterating that the burden remains on the applicant to justify the variance.

Council Member Bain withdrew his motion.

Council Member Strange motioned to approve the pavers on the east side of the property where the neighbor also has pavers. Seconded by Council Member Myers.

Council discussed whether approving the variance would set a precedent, with City Attorney Waugh clarifying that each variance is considered on its own merits. Council Member Bain expressed concern that the applicant had not demonstrated sufficient justification for the variance and that council was assuming responsibility for substantiating the request, stating he could not support the request and suggesting denial, with Council Member Myers concurring.

Council Member Strange noted the applicant had neighbor support and proposed a compromise to approve only the existing pavers on one side while addressing the remaining issues separately, including denying other variances to reduce runoff and stay within the 75 percent limit.

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Council Member Strange amended the motion to approve the pavers on the east side that join the neighbor who has pavers and deny the rest of the variance. Seconded by Council Member Myers. The motion passed 4-1 with Council Member Bain opposed.

Council had a discussion about administrative variances, with staff explaining that some jurisdictions allow staff to approve limited variances, often within a small percentage range, if certain criteria are met, but this would require clear policies and guidelines; Council Member Strange explored whether this approach could help streamline similar cases in the future, while Mayor Murry expressed concern about giving staff too much discretion, preferring that variance decisions continue to come before Council on a case-by-case basis to ensure oversight and consistency.

Council provided consensus that staff may bring forward a formal proposal in the future for Council to review and decide on, separate from the current case.

Item No. 19 – Resolution No. 2026-007R, *Immanuel Temple Church CUP*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING AN AMENDMENT TO CONDITIONAL USE PERMIT, RESOLUTION NO. 760, TO EXPAND THE EXISTING CHURCH USE LOCATED IN THE R-3 RESIDENTIAL/PROFESSIONAL ZONING DISTRICT, PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Development Services Planner Day presented the item. The applicant, Michael Latham with GatorSkitch, is requesting to amend and replace Resolution No. 760, to expand their existing church use to parcels designated with the R-3 Residential/Professional Zoning District. The properties, as shown on the map highlighted in yellow, are located east of the Bloxam Avenue and E Montrose Street intersection and are approximately .933 acres.

The church located at 709 E Montrose Street, designated on the map shown as Area 3, is proposing to expand their use to construct a new 2,250sqft building on 743 E Montrose Street, depicted on the map as Area 1. The existing building, located in Area 1, has a legal nonconforming church use that has been operating in conjunction with the church since 1992, based on the information provided on Lake County Property Appraiser's website. The proposed expansion is being requested so that the church may be able to accommodate their anticipated growth.

The new sanctuary would provide approximately 130 seats and allow the church to separate its uses between buildings. The current sanctuary would be repurposed for Sunday School use, while 709 E. Montrose Street would support ancillary functions and provide for overflow parking when needed.

The applicant is requesting three waivers along with their request to redevelop the church in a way to make use of their size constrained parcels. The first would be to allow for off-site parking within a parcel outside of the Central Business Zoning District, required by Land Development Code Section 115-17. This would allow the church to utilize all three sites to accommodate for the minimum parking requirements. Parking spaces would be placed mainly on the vacant parcel north of 743 E Montrose Street, designated as Area 2 on the map. While 709 and 743 E Montrose Street would provide seven stalls on each site.

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The second and third waivers are requested to allow for a reduction to the minimum landscape requirements per Land Development Code sec. 123-43(d). The applicant is proposing to reduce the landscape buffer width from ten feet to five feet. As well as a reduction to the minimum amount of plantings for the perimeter buffers. Both areas in which the reduction would occur would be along the side and rear property lines for 743 E Montrose St. and the vacant parcel to the north. This would allow the applicant to improve the site while still complying with the applicable land development code requirements such as parking, stormwater, and accessibility, while still providing screening between the abutting properties.

Staff have reviewed the application and found that the use would not be more obnoxious to the district due to the properties not having any substantial code case complaints made since the church has been in operation. The proposed expansion of the use does not appear to be detrimental to the health, safety, and welfare of the surrounding community; and the city's comprehensive plan supports Public Facilities/Institutional land uses, such as churches, within residential land use categories pending approval of a conditional use permit.

The city had received a letter of opposition from the property located at 711 E Montrose Street proposing conditions to rescind their letter. Since the letter has been received, the applicant and property owner have worked out the requested conditions. The Planning and Zoning board recommended approval 7-0 with the adoption of the proposed conditions to the resolution.

Staff have no evidence that the proposed use cannot meet the general criteria for granting a Conditional Use Permit, per Land Development Code Sec. 101-212, and recommends approval of the Conditional Use Permit with the conditions contained in Resolution No. 2026-007R.

Michael Latham with GatorSketch Architects stated he was present and available to answer any questions from Council.

Mayor Murry opened public comment.

Denise Latner, 711 E. Montrose Street – stated she supported aspects of the proposal but opposed reducing the easement between properties from 10 feet to 5 feet, and requested that the easement remain at 10 feet; she also raised concerns regarding maintaining non-asphalt parking areas and emphasized the need for improved drought-tolerant landscaping due to the project's increased footprint.

Mayor Murry closed public comment.

Council discussed the requested reduction from a 10-foot to a 5-foot setback, with Mr. Latham explaining that maintaining the 10-foot setback would make the project unbuildable as designed; he further outlined site plan constraints including building placement, parking layout, drainage flow, and required buffering, noting the reduced setback is necessary to meet code-required parking and circulation standards while maintaining cohesive site design and functional access.

Council also heard concerns from the property owner of 711 E. Montrose Street, Ms. Latner, regarding loss of backyard access due to fencing and the importance of maintaining utility access easements, while confirming that one site area would remain unchanged under existing Planning & Zoning Commission conditions. A document was shown that separated the project into SPA1, SPA2, and SPA3, which was used during discussion to clarify the specific conditions and improvements associated with each area.

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Additional discussion focused on ensuring adequate landscaping treatment for the overall development, with consideration given to whether enhanced standards beyond current code requirements should be applied through the site plan approval process due to the project's scale and visibility.

Council Member Strange motioned to approve Item No. 19, Resolution No. 2026-007R with the added condition the property be compliant with our residential landscaping code adopting the New Yard Pattern Book plans and that it goes through staff for those conditions. Seconded by Council Member Petersen.

Mr. Latham sought clarification on which site planning areas corresponded to the neighbor's landscaping concerns, confirming that SPA1's existing shrub and tree buffering on the east side was acceptable, SPA3 would retain the requested landscaping and buffering with no changes, and SPA2 would include a fence but remain grass without paving. Staff and the applicant confirmed that SPA1 would remain gravel and reiterated that no additional paving was proposed in the areas discussed.

Council Member Strange amended the motion to approve Item No. 19, Resolution No. 2026-007R with the added condition that areas 3 and 1 be compliant with our residential landscaping code adopting the New Yard Pattern Book plans and that it goes through staff for those conditions. Seconded by Council Member Petersen. The motion passed 5-0 with all members present voicing aye

Item No. 20 – Resolution No. 2026-009R, *Wahlburgers at Home Depot CUP*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A FOOD TRUCK TO OPERATE ON AN IMPROVED PARCEL LOCATED IN THE C-2 GENERAL COMMERCIAL ZONING DISTRICT, PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Development Services Planner Gonzalez presented the item. The applicant, Adaptive Provisions LLC, is requesting a Conditional Use Permit to allow the operation of a Mobile Food Dispensing Vehicle (MFDV) on an improved parcel designated within the C-2 General Commercial Zoning District. The proposed location is 1530 E. Highway 50, within the Home Depot parking lot.

The food trailer is proposed to be located near the Pro Section of Home Depot on the east side of the facility, positioned at least 10 feet from the building. The placement will not impede the designated fire lane. The final location will be confirmed during site review to ensure compliance with all applicable building and fire safety codes. The food trailer will also require connection to electrical power from Home Depot, for which the applicant will obtain the necessary permits prior to installation and operation. Additionally, the applicant has indicated that a contracted service provider will handle the collection and disposal of greywater and waste oil.

The applicant proposes to operate a single food trailer, Wahlburgers, offering take-out service only. The use is intended to be family friendly in nature and will not involve alcohol service, amplified entertainment, or late-night operations.

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The proposed hours of operation are seven days a week, 8:00 a.m. to 8:00 p.m., consistent with Home Depot's business hours. The applicant has provided written authorization from Home Depot allowing the use of the property, including access to restroom facilities for patrons and mop sinks for operational needs.

The City's Land Development Code does not identify Mobile Food Dispensing Vehicle's as a permitted use within the C-2 General Commercial district. As such, Section 125-313 requires approval of a Conditional Use Permit for this type of operation. Although the C-2 General Commercial district permits restaurants and food establishments when conducted within an enclosed structure, staff find that the proposed use is compatible with the district and would not be more objectionable than other permitted uses.

Additionally, due to the recent food truck applications presented to the Planning and Zoning Commission and City Council, Council has directed staff to prepare an ordinance that would allow food trucks/trailers or mobile food service operations meeting approved conditions to be permitted, eliminating the need for a Conditional Use Permit. This ordinance amendment will be brought forward to both the Planning and Zoning Commission and City Council for consideration.

When evaluating a request for a Conditional Use Permit, the Land Development Code, Section 101-212, requires specific development standards that are required to be met. Staff have reviewed the application as submitted in accordance with the development standards criteria and find the proposed use can meet the general criteria for granting a Conditional Use Permit. The proposed use will not be detrimental to the health, safety and welfare of the surrounding community. Staff recommended approval of the Conditional Use Permit with the conditions contained in Resolution No. 2026-009R.

Briana, NSO Manager for Wahlburgers Adaptive, and Eden, Head of Training and Development, presented a proposal to bring a Wahlburgers concept location to the Home Depot site in Clermont. They outlined the company's current Florida locations and explained their focus on expanding into growing communities, emphasizing job creation and a family-friendly environment, and stated they were available to answer any questions from Council.

Mayor Murry opened public comment.

Vincent Niemiec, Regency Hills – supported the food truck idea, noting it meets basic requirements and fits well in the Home Depot commercial area as a convenient option for customers.

Mayor Murry closed public comment.

Council Member Myers motioned to approve Item No. 20, Resolution No. 2026-009R. Seconded by Council Member Petersen. The motion passed 5-0 with all members present voicing aye

Item No. 21 – Resolution No. 2026-014R, FYE 2026 Budget Amendment #2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AUTHORIZING BUDGET AMENDMENTS FOR THE CITY OF CLERMONT FOR FISCAL YEAR 2025-2026.

Deputy City Clerk Wisniewski read the title aloud.

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Finance Director Borrer presented a proposed budget amendment to fund four sworn officers and four community service officers, with an estimated \$480,962 impact to the general fund and \$480,000 from the police impact fund for vehicles, then turned it over to Police Chief Graczyk for operational justification.

Police Chief Graczyk outlined the department's request for four additional sworn officers and four community service officers, citing rapid population growth, increased service demands, and current staffing below recommended ratios. He noted overall crime is down 15 percent despite some increases in specific categories, and emphasized that additional officers would improve patrol coverage, visibility, and proactive policing while supporting officer workload and wellness. He also introduced the community service officer program, explaining it would handle non-emergency calls, reduce response times, free up sworn officers for higher priority duties, and provide a more cost effective and efficient service model for the growing community.

Mayor Murry opened public comments.

Joe Fumasi, 2693 Jumping Jack Way – expressed support for the proposal, highlighting improved efficiency, reduced officer stress, and enhanced response times through the community service officer program.

Vincent Niemiec, Regency Hills – expressed support for the proposal, emphasizing the risks of understaffing, the importance of officer safety, and urging council to approve the request.

Paula Hoisington, 564 E. Desoto Street – expressed support for the proposal, praising the chief's vision and urging council to fund the request to further enhance the police department.

Mayor Murry closed public comments.

Council Member Petersen motioned to approve Resolution No. 2026-014R. Seconded by Council Member Myers.

Council Member Strange acknowledged support for the proposal while emphasizing the significant future budget impact, the need for accountability and careful planning, and the importance of aligning staffing decisions with long-term goals of maintaining a fully staffed department and achieving the safest city standards.

Discussion ensued regarding staffing challenges, recruitment improvements following pay adjustments, support for additional positions, and the importance of community policing and coordinated public safety funding between police and fire, expressing support for moving forward with the proposed additions and community service officer program.

The motion passed 5-0 with all members present voicing aye

Item No. 22 – City Manager's Evaluation Criteria

Deputy City Manager Matthys presented a draft city manager evaluation framework developed in response to council direction from a March 17 workshop, combining charter-based performance criteria with additional best practice metrics, and requested guidance on finalizing the rating scale and selecting a formal evaluation process for council review and potential adoption.

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Council expressed support for the proposed city manager evaluation framework, noting its clarity, charter-based structure, and value as an accountability tool. Council Members recommended clarifying that policy execution language reflects the intent of Council. Discussed options for timing of the annual evaluation, indicating a preference for aligning the process with the budget cycle. Staff were directed to return with a formal resolution incorporating the agreed upon criteria and evaluation procedure.

Mayor Murry opened public comment.

Joe Fumasi, 2693 Jumping Jack Way – questioned whether the city manager would have an opportunity to respond or provide a rebuttal to the council’s completed evaluation before finalization or discussion.

City Attorney Waugh clarified that the city manager already has the right under the charter to attend meetings and participate in discussions of the evaluation and noted that existing charter provisions also ensure due process in any potential disciplinary actions, with consensus that the opportunity for response and participation is already built into the process.

Paula Hoisington, 564 E. Desoto Street – commended staff for developing the evaluation process, noting it had been discussed in prior years and emphasizing that it was important and fair to provide the city manager clear written expectations and guidance moving forward.

Mayor Murry closed public comment.

REPORTS

CITY MANAGER REPORT

City Manager Van Wagner –

- Responded to concerns about a city manager’s search by stating procurement was unaware of the vendor mentioned and finance confirmed no payments had been made, indicating no documented city involvement with the vendor at this time.

CITY ATTORNEY REPORT

City Attorney Waugh –

- There are several proposed ordinances are currently being prepared for council consideration, including regulations related to e-bikes, increased public noticing requirements for certain planning applications, and additional updates potentially required due to new state legislation.
- Advised that the city is occasionally named in foreclosure and bankruptcy cases, typically related to utility accounts, but these matters are generally non-active and only require minimal legal action to preserve the city’s interests.

CITY COUNCIL REPORT

Council Member Petersen –

- Reported receiving citizen complaints about loud music in the downtown area, discussed concerns with staff and police, and referenced existing noise ordinance time limits and restrictions on amplified outdoor music while noting only a small number of official complaints had been received.

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City Manager Van Wagner noted that officers have decibel meters and that while complaints about loud music are intermittent, the Police Chief has proactively contacted downtown businesses to warn that sound levels are being monitored and to address concerns before enforcement escalates.

- Referenced a press release ranking Clermont 19th in the nation for traffic.

Council Member Strange –

- Indicated intent to bring forward a future agenda item to consider an ordinance restricting or prohibiting outdoor speakers due to repeated downtown noise complaints, citing concerns about community impacts and DUI-related safety risks, while noting a preference for self-regulation but stating willingness to pursue regulatory action if conditions do not improve.
- Encouraged the public to watch for upcoming communications regarding additional citywide comprehensive plan community meetings.
- Lake County Tourist Development Council will open its capital fund process around May 1 and encouraged the city to pursue funding opportunities that attract out-of-county visitors, including sports tourism, CRA lake projects, botanical gardens, and historical and museum-related initiatives.
- Discussed initiating a city-led, citizen-driven open meeting process to gather public input on greenways, trails, and parks projects.
- Provided an update on coordination with City Attorney Waugh regarding the Planning and Zoning workshop follow-up items and code amendments.

Council Member Bain –

- Proposed discussing at a future workshop potential changes to meeting procedures to improve structure and flow, including establishing a clearer speaking order, distinguishing between time-limited statements and open-ended questions, and exploring options to reduce interruptions and improve overall meeting efficiency.

Discussion ensued on improving meeting order and reducing interruptions, with agreement that Council Member Bain would review the existing rules of procedure and work with staff to bring back a draft of potential revisions for council consideration.

- Recommended updating boil water notice communication procedures.

Council Member Myers –

- Proposed exploring youth summer programming ideas, including potential midnight basketball and themed community events, and noted preliminary support from the Police Chief.
- Suggested bringing Ms. Doris back for an offsite retreat session.
- Commented on potential proposals to eliminate property taxes, noting that such a change would require voter approval and could significantly impact city revenues and service funding.

Deputy City Manager Matthys –

- Confirmed with Human Resources and staff that there has been no contact or awareness of the referenced recruitment company, noting that no city personnel have knowledge of its involvement.

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Mayor Murry –

- Attended the Florida Black Caucus of Local Elected Officials Conference.
- Youth Council starts in September.
- Reported complaints regarding reaching the Utility Billing Department.
- Attended the Arts and Jazz Festival.
- Earth day was Saturday, April 25.
- Noted community interest in hosting a Blues Festival.
- Mayor's luncheon is next Tuesday at Guru at 12:00pm.
- Raised concern regarding e-bike speeds on city trails, currently posted at 15 mph, and requested clarification on applicable rules and limits for council consideration.

Council discussed e-bike safety and speed on city trails, with potential options including lowering speed limits, restricting or banning certain vehicles in specific trail sections, and improving enforcement in coordination with police due to safety concerns and enforcement challenges.

- Clarified that existing city code already restricts exterior amplified music/speakers in designated areas.

City Attorney Waugh explained that existing ordinance generally restricts exterior amplified speakers under the noise code, with limited exceptions, and indicated that staff could revisit the ordinance to add additional enforcement if needed.

City Manager Van Wagner requested verbal confirmation of council consensus on bringing Ms. Doris back for another workshop.

Council reached consensus to bring Ms. Doris back for a follow-up session, while remaining split on logistics such as whether the meeting should be offsite and/or streamed, with differing views on transparency versus fostering open discussion.

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REGULAR COUNCIL MEETING
April 28, 2026

ADJOURN: With no further comments, this meeting adjourned at 8:31 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date					
Tuesday, May 12, 2026					
Agenda Item Name					
Purchase of Downtown Property					
Requested Action					
Approval the purchase of property located behind 757 W. Montrose Street.					
Staff Report					
The City Manager's Office, in coordination with the Public Services Department, recommends approval of this action. The purchase of this property will begin the process of creating regional dumpster corrals for business owners and residents in downtown Clermont to use to dispose of solid waste. These regional dumpster enclosures will, in time, replace the current cart collection process. The carts have been used for the past several years as a stopgap measure to provide solid waste collection in the downtown. This has resulted in a large volume of carts being used to handle the volume of solid waste. This large number of carts has become an aesthetic distraction and a potential health concern.					
Additional Analysis					
Fiscal Impact Summary					
The fiscal impact of \$75,000 is included in the current fiscal year budget for the "Downtown Trash Compactor" capital project. The purchase price will be transferred to the land acquisition account upon approval.					
Fund	Account Name	Account Number	Original Budget	Budget Transfer	Revised Budget
Sanitation Fund	Other Improvements	49534-66300-34001	\$497,113	(\$75,000)	\$422,113
Sanitation Fund	Land	49534-66101-34001	\$ 0	\$75,000	\$75,000
			Net Impact - 0 -		
Fiscal Impact		Fund Number and Description		Available Budget Amount	
Exhibits Attached (copies of original agreements)					
1. Executed Contract (4-27-26)-v2		Executed Contract (4-27-26)-v2.pdf			

Vacant Land Contract**1. Sale and Purchase ("Contract"):** Brazil Pays Corp. a Florida corporation("Seller") and The City of Clermont, Florida, a Florida municipal corporation

("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: A Portion of 757 W. Montrose Street, Clermont, Florida 34711

Legal Description: _____

See Exhibit ASEC ____/TWP ____/RNG ____ of Lake County, Florida. Real Property ID No.: AKN 1614601

including all improvements existing on the Property and the following additional property: _____

2. Purchase Price: (U.S. currency) \$ 75,000.00

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: Waugh PLLCEscrow Agent's Contact Person: Mirella WaughEscrow Agent's Address: 201 E. Pine Street, Suite 315, Orlando FL 32801Escrow Agent's Phone: 321-800-6008Escrow Agent's Email: mwaugh@waugh.legal**(a) Initial deposit (\$0 if left blank) (Check if applicable)**☐ accompanies offer☒ will be delivered to Escrow Agent within 3 days (3 days if left blank)after Effective Date \$ 100.00**(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)**☐ within ____ days (10 days if left blank) after Effective Date☐ within ____ days (3 days if left blank) after expiration of Due Diligence Period \$ _____**(c) Total Financing** (see Paragraph 6) (express as a dollar amount or percentage) \$ _____**(d) Other:** \$ _____**(e) Balance to close** (not including Buyer's closing costs, prepaid items, and prorations) 74,900.00

to be paid at closing by wire transfer or other Collected funds \$ _____

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) Theunit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____

prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a

calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in

accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the

calculation: _____

3. Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before April 27, 2026, this offer will be withdrawn and Buyer's deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.****4. Closing Date:** This transaction will close on June 1, 2026 ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.**5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirementsBuyer (mw) (____) and Seller (mw) (____) acknowledge receipt of a copy of this page, which is 1 of 8 pages.

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or _____% of the purchase price at (Check one) ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (Check one) **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☒ may not assign this Contract.

8. Title: **Seller** has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☒ special warranty deed ☐ other (specify) _____, ~~free of liens, encumbrances, and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject)~~ Subject to all matters of Record, provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at (Check one) ☐ **Seller's** ☒ **Buyer's** expense and (Check one) ☒ within 5 days after Effective Date ☐ at least _____ days before Closing Date, (Check one)

Buyer (Rw) (_____) and Seller (td) (_____) acknowledge receipt of a copy of this page, which is 2 of 8 pages.
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- (1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.
- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 5 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within 5 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

- (1) ☒ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 15 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition.

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- condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.
- (2) ☐ **No Due Diligence Period:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.
- (b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.
- (c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.
- (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.
- ☒ **Buyer** waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:

~~Taxes on deed~~
~~Recording fees for documents needed to cure title~~
~~Title evidence (if applicable under Paragraph 8)~~
~~Estoppel Fee(s)~~
 Other: Seller's Counsel Fees

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages
 Recording fees on the deed and financing statements
 Loan expenses
 Title evidence (if applicable under Paragraph 8)
 Lender's title policy at the simultaneous issue rate
 Inspections
 Survey
 Insurance
 Other: See Exhibit B

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☐ **Seller** ☒ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

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(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at closing.

(g) **1031 Exchange:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days, based on where the Property is located, will be used when computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103), or on a day a national legal holiday is observed shall extend to the next calendar day which is not a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may terminate this Contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification, and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: Seller or Buyer will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and Buyer's deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between Seller and Buyer. Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of Seller, Buyer, and Broker.

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- 272 **16. Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive
273 closing or termination of this Contract.
- 274 (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer**
275 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting
276 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be
277 liable for the full amount of the brokerage fee.
- 278 (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract,
279 including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the
280 deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages,
281 consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer**
282 will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in
283 equity to enforce **Seller's** rights under this Contract.
- 284 **17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
285 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
286 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.
- 287 **18. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively
288 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
289 upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing
290 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
291 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person
292 for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this
293 Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees
294 and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed
295 funds or equivalent and charged and awarded as court costs in favor of the prevailing party.
- 296 **19. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations
297 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this
298 Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
299 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
300 property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations
301 (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely**
302 **solely on Seller, professional inspectors, and government agencies for verification of the Property**
303 **condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and
304 expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors,
305 agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform
306 contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors,
307 agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure
308 to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to,
309 photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related
310 to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of
311 services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or
312 retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any
313 vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors.
314 This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be
315 treated as a party to this Contract. This Paragraph will survive closing.
- 316 **20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
317 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
318 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
319 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
320 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.
- 321 **21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to**
322 **closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage
323 fees as specified in separate brokerage agreements with the parties and cooperative agreements between the
324 Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be
325 used to modify any offer of compensation made by **Seller** or listing broker to cooperating brokers.

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326	<u>N/A</u>	<u>N/A</u>
327	Seller's Sales Associate/License No.	Buyer's Sales Associate/License No.
328		
329	Seller's Sales Associate Email Address	Buyer's Sales Associate Email Address
330		
331		
332	Seller's Sales Associate Phone Number	Buyer's Sales Associate Phone Number
333		
334		
335	Listing Brokerage	Buyer's Brokerage
336		
337		
338	Listing Brokerage Address	Buyer's Brokerage Address

339 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract
 340 (Check if applicable):
 341 ☐ A. Back-up Contract
 342 ☐ B. Kick Out Clause
 343 ☐ C. HOA Addendum
 344 ☐ D. Other _____
 345

346 **23. Additional Terms:** _____
 347 **See Exhibit B** _____
 348 _____
 349 **Closing is Contingent upon City Council approval no later than May 31, 2026.** _____
 350 _____
 351 _____
 352 _____
 353 _____
 354 _____
 355 _____
 356 _____
 357 _____
 358 _____
 359 _____
 360 _____
 361 _____

362 **COUNTER-OFFER/REJECTION**

363 ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
 364 deliver a copy of the acceptance to Seller).
 365 ☐ Seller rejects Buyer's offer

366 **[The remainder of this page is intentionally left blank.**
 367 **This Contract continues with Line 368 on Page 8 of 8.]**

Buyer (BM) (____) and Seller (tl) (____) acknowledge receipt of a copy of this page, which is 7 of 8 pages.
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This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

The City of Clermont, Florida, a Florida municipal corporation

Buyer: Rick Van Wagner Date: 4/27/2026

Print name: Rick Van Wagner

Buyer: _____ Date: _____

Print name: _____

Buyer's address for purpose of notice:

Address: 685 West Montrose Street, Clermont Florida 34711

Phone: 352-394-4081 Fax: 352-394-4087 Email: _____

Brazil Pays Corp, a Florida corporation

Seller: Thiago Alves Date: 4/27/2026

Print name: Thiago Alves

Seller: _____ Date: _____

Print name: _____

Seller's address for purpose of notice:

Address: 17301 Pagonia Road, Ste 210, Clermont Florida 34711

Phone: _____ Fax: _____ Email: thiago@ttinvestmentgroup.com

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Buyer (RW) (____) and Seller (tl) (____) acknowledge receipt of a copy of this page, which is 8 of 8 pages.
VAC-15 Rev 1/26

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**ALTA
STAR**
SOFTWARE

EXHIBIT A

LEGAL DESCRIPTION

BEGIN AT THE SOUTHEAST
CORNER OF THAT PARCEL
DESCRIBED AS LOT 9, BLOCK
81, LESS THE SOUTH 16.00 FEET,
OFFICIAL MAP OF THE CITY OF
CLERMONT, ACCORDING TO
THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 8,
PAGE 17, PUBLIC RECORDS OF
LAKE COUNTY, FLORIDA,
THENCE RUN N 90°00'00" W
ALONG THE SOUTH LINE OF
SAID PARCEL, ALSO BEING THE
NORTH LINE OF THE SOUTH
16.00 FEET OF SAID LOT 9,
BLOCK 81 FOR A DISTANCE OF
20.00 FEET; THENCE LEAVING
SAID SOUTH LINE AND THE
NORTH LINE OF THE SOUTH
16.00 FEET OF LOT 9 RUN
N 45°00'00" E FOR A DISTANCE OF
14.14 FEET; THENCE RUN
N 90°00'00" E FOR A DISTANCE OF
10.00 FEET TO THE EAST LINE
OF SAID PARCEL DESCRIBED AS
LOT 9, BLOCK 81, LESS THE
SOUTH 16.00 FEET; THENCE RUN
S 00°00'00" E ALONG SAID EAST
LINE FOR A DISTANCE OF 10.00
FEET TO THE POINT OF BEGINNING.

134'

EXHIBIT B

ADDITIONAL TERMS

1. Conflict; Survival. If the terms in this Exhibit B conflict with any other terms in the Contract, then the terms of this Exhibit B shall control. The obligations of this Exhibit B shall run with the land to the parties' successors and assigns. This Exhibit B shall survive Closing and shall not merge into any documents executed at Closing.

2. Strict Use Restriction.

a. Buyer (also, the "**City**") covenants and agrees that the Property shall be used solely and exclusively for the installation and maintenance of garbage compactor equipment and operations, dumpster placement and waste collection, and related waste management infrastructure ("**Facilities**") (collectively, the "**Permitted Use**"). For absolute clarity, Permitted Use does not include sale, lease, license, or transfer of Property to any third party; storage, warehousing, or any use unrelated to waste management; parking (except for collection vehicles during active collection); advertising, billboards, or commercial signage; any residential, retail, office, or commercial use or development; or any use that would prevent Seller's continued access to and use of Seller's adjacent property ("**Adjacent Property**") or the Facilities.

b. City shall keep Property and the Facilities in reasonably neat condition and repair at its sole cost and expense. City shall maintain the Facilities in good working order and provide all routine maintenance and clearing thereof. The City shall not allow trash to accumulate adjacent to the Facilities, including on portions of Seller's Adjacent.

c. City shall not prevent Seller or any occupant of the Adjacent Property from using the Facilities unless they fail to pay fees customarily charged for such Facilities and waste removal in the City. The use of the Facilities shall not unreasonably interfere with or prevent the use or operation of Seller's Adjacent Property.

d. If the separation and sale of the Property as contemplated herein requires any platting or subdividing on the Property or Adjacent Property, the City shall be responsible for all costs and expenses incurred in connection with such platting or subdivision.

e. City shall install reasonable signage and other precautions to reduce risks of vehicles and equipment striking the Facilities when entering and exiting from adjacent alleyway.

f. The City shall not sell, lease, license or transfer the Property, the Facilities any interest therein to any third party without Seller's prior written consent ("**Prohibited Transfer**").

3. Indemnity and Disclaimer. The Property is being sold, and the City shall accept the Property, As-Is, Where-Is, with all faults. Seller makes no representation as to the Property, its merchantability of its suitability for the Permitted Use or other purposes whatsoever. City shall be solely responsible for all matters related to Property, the Facilities or the use thereof. City shall indemnify, defend, and hold Seller harmless from and against all matters relating to the Property, the Facilities or the use thereof, including third party claims for injury or property damages, as well as any legal fees and costs in connection therewith, other than those arising from the negligence or intentional misconduct or intentional misconduct of Seller.

4. Post-Closing Remedies. If the City defaults under the terms of this Exhibit, Seller shall be entitled to all rights and remedies available at law or in equity. Not to limit the generality of the foregoing:

a. Self-Help. If the City fails to maintain the Property and Facilities in accordance with this Exhibit, and the failure continues for a period of ten (10) days after notice thereof (unless such failure creates a dangerous or emergency situation, in which case no prior notice is required), Seller may undertake work as reasonably necessary to remedy the City's failure and may invoice the City for all costs of such work. The City shall pay such invoice within thirty (30) days after receipt thereof. Any amounts not paid when due shall accrue interest at the maximum rate permitted by law. Any action taken by the Seller hereunder shall be seen as for the benefit of the Seller only and is not being conducted to protect or preserve the City's or any third party's interest.

b. If at any time within thirty (20) years from the Closing Date ("**Restriction Period**"), City uses the Property or permits it to be used for any purpose other than the Permitted Use, conducts a Permitted Transfer, removes the Facilities permanently, willfully denies or willfully interferes with Seller's right to use the Facilities through no fault of Seller, fails to maintain the Property in reasonably clean and operational condition (or reimburse Seller under Section (a) above), or otherwise defaults under this Exhibit, and such failure continues for a period of thirty (30) days after written notice thereof, Seller shall have the right to purchase the Property from City for SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00), less any amounts due to Seller under Section (a) and adjusted for inflation in an amount based on increase in Consumer Price Index.

5. Restrictive Covenant. The parties shall memorialize the rights under the Exhibit by addition of such terms in the deed from Seller to City (or by separate restrictive covenant) at Closing, which shall be a covenant running with the land and shall be binding upon City and all successors and assigns (including any subsequent municipal entity, private purchaser, or other transferee), enforceable by Seller and Seller's successors and assigns to be recorded in the Official Records of Lake County, Florida. In either case (deed or separate document) it shall be referenced prominently in bold text. Seller shall have an easement over the Property for use of the Facilities and enforcement of its rights hereunder.

6. Closing Costs. The City shall pay all fees and costs associated with the transfer of the Property, but shall not pay for Seller's attorney fees, if any. For the sake of clarity, it is intended that the City shall assume all costs regarding the transfer, the drafting of documents necessary to effect the transfer, recording costs, but not any optional or discretionary costs of Seller, such as Seller's attorney fees.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, May 12, 2026		
Agenda Item Name		
Request For Bid Award <i>Construction of Downtown Dumpster Enclosures</i>		
Requested Action		
Approve to award the bid and execute a contract with DCRV Contracting, LLC to provide all labor, materials, and equipment necessary for the construction of downtown dumpster enclosures in the amount of \$258,964.		
Staff Report		
The Procurement Services Department, in coordination with the Public Services Department, recommends approval of this action. The Public Services Department consulted with the Procurement Services Department to determine the most effective contracting method for completing the Construction of Downtown Dumpster Enclosures project. As a result, Procurement Services issued Request for Bid No. 26-076. The solicitation was competitively bid, formally advertised, and conducted in accordance with the City of Clermont's Procurement Policy and Procedures. A total of thirteen (13) responses were received. This project will construct downtown dumpster enclosures at four (4) locations to improve the appearance, functionality, and safety of refuse service areas while maintaining access for collection operations. Work includes selective demolition and the installation of temporary erosion and sediment controls. The project also includes new concrete pads and flat work, including driveway and approach areas, sidewalk connections, and ADA tie-ins. Additional work includes curb transitions, brick paver restoration, and any required utility coordination, adjustments, or relocation needed to avoid conflicts. The contractor will also be responsible for restoring all disturbed areas and completing final cleanup and punch list items in accordance with the City's plans and specifications. Award is recommended to DCRV Contracting, LLC in the amount of \$258,964 as the lowest responsive and responsible bidder meeting the requirements of the solicitation. The two lower-priced bidders were determined non-responsive and non-responsible for failure to meet required licensing, bid bond, and/or minimum qualification/submittal requirements.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$258,964 is accounted for in the current year's approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$258,964	49534-66300-34001	\$487,284
Exhibits Attached (copies of original agreements)		
1. RFB 26-076 Bid Tabulation RFB 26-076 Bid Tabulation.pdf 2. RFB 26-076 Notice of Intent to Award RFB 26-076 Notice of Intent to Award.pdf		



BID TABULATION
RFB No. RFB 26-076
Construction of Downtown Dumpster Enclosures
RESPONSE DEADLINE: April 16, 2026, at 2:00 pm

VENDOR TOTALS

Vendor	Total
Purified Cleaning	\$113,000.00
Foshee Construction Co LLC	\$132,515.18
DCRV Contracting, LLC	\$258,964.00
High Standard Construction Inc.	\$268,576.00
Firm Foundations Asphalt & Concrete LLC	\$319,422.00
MVB & Associates, Inc.	\$320,000.00
JamesCo Builder, LLC	\$324,400.00
Ryka LLC	\$328,000.10
Aldi Homes Group Inc	\$349,200.00
APD Construction LLC	\$359,467.73
Cathcart Construction Company - Florida, LLC	\$360,250.00

EVALUATION TABULATION
RFB No. RFB 26-076
Construction of Downtown Dumpster Enclosures

Vendor	Total
Flo Construction Company	\$410,000.00
Boyer Building Corp.	\$488,582.00



NOTICE OF INTENT TO AWARD
RFB No. RFB 26-076
Construction of Downtown Dumpster Enclosures

RESPONSE DEADLINE: April 16, 2026, at 2:00 pm

Thursday, April 23, 2026

After the careful and thorough review of all responses received to solicitation number RFB 26-076 titled Construction of Downtown Dumpster Enclosures, the City hereby issues this Notice of Intent to Award to the following company:

DCRV Contracting LLC

*Purified Cleaning LLC was determined non-responsive and non-responsible for failure to hold the required license (CGC or CBC), failure to submit the required bid bond, and failure to meet minimum qualification/submittal requirements of the solicitation.

*Foshee Construction Co. LLC was determined non-responsive and non-responsible for failure to hold the required license (CGC or CBC) and failure to meet minimum qualification/submittal requirements of the solicitation.

Sincerely,

Freddy L. Suarez, MPA, CPPB
Procurement Services Director



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, May 12, 2026		
Agenda Item Name		
Request For Qualification Award <i>Civil Engineer Services</i>		
Requested Action		
Approve awarding Term Contracts to the top ten firms for On-Call Civil Engineer Services.		
Staff Report		
Request for Qualifications (RFQ) No. 25-091 was issued on July 22, 2025, to establish an on-call consulting services contract across multiple disciplines. The purpose of the RFQ was to create a pre-qualified pool of consultants who may be invited to participate in future project-specific requests as needs arise. The solicitation was competitively bid, formally advertised, and is in full compliance with the City of Clermont's Procurement Policy and Procedures. A total of 76 responses were received across 21 disciplines. The Procurement Department categorized firms by discipline, and the Civil Engineer Services discipline was evaluated. For the Civil Engineer Services discipline, 29 firms submitted a response. An evaluation committee consisting of three staff members reviewed, scored, and ranked the submittals for the Civil Engineer discipline. The committee discussed the anticipated workload and future project needs for the Civil Engineer Services discipline and determined that selecting ten (10) firms would provide a sufficient and appropriate pool of qualified consultants to meet the City's needs. Based on their qualifications, knowledge, experience in the field, and total evaluation scores, the following ten firms were recommended for award: Halff Associates, Inc. Kimley-Horn and Associates, Inc. LJA Engineering, Inc. Jacobs Engineering Group, Inc. EXP U.S. Services, Inc. Chen Moore and Associates, Inc. Alliant Engineering, Inc. Baxter & Woodman, Inc. CPH Consulting LLC. Carnahan Proctor and Cross, Inc. The initial contract terms will be three (3) years, with up to three (3) additional one-year renewal periods at the City's discretion. Funding for services will be determined on a project-by-project basis and will be allocated from the respective year's approved budget.		
Additional Analysis		
Fiscal Impact Summary		
There is no immediate fiscal impact. Funding for services will be determined on a project-by-project basis and will be allocated from the respective year's approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		

1.	Notice of Intent to Award - Civil Engineering Services	Notice of Intent to Award - Civil Engineering Services.pdf
2.	Civil Engineer Scorecard Results	Civil Engineer Scorecard Results.pdf



NOTICE OF INTENT TO AWARD
RFQ No. 25-091
Multidisciplinary Professional On-Call Consulting Services
Civil Engineer

RESPONSE DEADLINE: September 18, 2025, at 2:00 pm

Wednesday, April 29, 2026

After careful and thorough review of all responses received to solicitation number 25-091 for the Civil Engineer discipline, the City hereby issues this Award Recommendation to the following companies:

Halff Associates, Inc.
Kimley-Horn and Associates, Inc.
LJA Engineering, Inc.
Jacobs Engineering Group, Inc.
EXP U.S. Services, Inc.
Chen Moore and Associates, Inc.
Alliant Engineering, Inc.
Baxter & Woodman, Inc.
CPH Consulting LLC.
Carnahan Proctor and Cross, Inc.

Sincerely,

A handwritten signature in blue ink that reads 'Freddy Suarez'.

Freddy L. Suarez, MPA, CPPB
Procurement Services Director

CIVIL ENGINEERING SCORECARD RESULTS

Evaluator 1	Alliant Engineering, Inc. Tampa, FL	Arminius Consultants Orlando, FL	Ayres Associates Inc Tampa, FL	Baxter & Woodman, Inc. Orlando, FL	Bentley Group, Inc. Longwood, FL	Camahan Proctor and Cross, Inc. Orlando, FL	Catalyst Design Group Winter Park, FL	CHA Consulting, Inc. Winter Springs, FL	Chen Moore and Associates Maitland, FL	Clymer Farmer Barley, Inc. Middleton, FL	CPI Consulting, LLC Orlando, FL	Dewberry Engineers Inc. Orlando, FL	England-Thims & Miller, Inc. Orlando, FL	EXP U.S. Services Inc. Maitland, FL	Germana Engineering and Associates Clermont, FL	Half Associates, Inc. Tavares, FL	Harris Civil Engineers, LLC Orlando, FL	Jacobs Engineering Group Inc. Orlando, FL	Keystone Consultants, LLC Orlando, FL	Kimley-Horn and Associates, Inc. Orlando, FL	LandDesign Orlando, FL	LJA Engineering Inc. Orlando, FL	Toole Design Group, LLC Silver Springs, MD	Traffic & Mobility Consultants LLC Orlando, FL	Walker Consultants, Inc. Tampa, FL	WGL Inc. West Palm Beach, FL	Willdan Engineering Anaheim, CA	Woodard & Curran Tampa, FL	Wright-Pierce Maitland, FL
License & Insurance Pass = 5 Points Fail = 0 Point	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Company Background 0-10 Points	7	6	8	8	8	8	6	8	8	8	7	8	8	8	7	8	8	8	7	8	8	8	7	7	8	8	8	8	8
Company Project Experience 0-10 Points	17.5	15	20	20	17.5	20	15	15	22.5	15	17.5	17.5	20	20	15	20	20	20	15	20	17.5	20	15	15	15	20	20	17.5	20
Personnel Experience 0-10 Points	16	12	16	16	14	16	14	14	16	14	16	16	14	16	10	16	14	16	10	16	14	16	14	14	14	16	16	14	10
Methodology and Approach 0-10 Points	10.5	12	12	12	12	13.5	10.5	13.5	13.5	10.5	13.5	13.5	12	12	10.5	12	12	12	10.5	12	12	12	12	12	12	12	12	12	12
Risk Assessment Plan 0-10 Points	8	6	8	8	8	8	8	6	7	7	7	7	7	8	7	8	8	7	7	8	8	8	8	5	6	7	8	7	8
Business Location Lake County = 5 Points All Others = 0 Point	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	5	0	0	0	0	0	0	0	0	0	0	0	0	0
Quality of Submittal 0-10 Points	7	7	8	8	7	8	7	7	8	7	7	7	7	8	7	8	7	8	7	8	8	8	8	6	7	7	8	8	8
Total Points	71.00	63.00	77.00	77.00	71.50	78.50	65.50	68.50	80.00	66.50	73.00	74.00	73.00	77.00	66.50	82.00	74.00	76.00	61.50	77.00	72.50	77.00	69.00	64.00	67.00	75.00	77.00	71.50	71.00

Evaluator 2	Alliant Engineering, Inc. Tampa, FL	Arminius Consultants Orlando, FL	Ayres Associates Inc Tampa, FL	Baxter & Woodman, Inc. Orlando, FL	Bentley Group, Inc. Longwood, FL	Camahan Proctor and Cross, Inc. Orlando, FL	Catalyst Design Group Winter Park, FL	CHA Consulting, Inc. Winter Springs, FL	Chen Moore and Associates Maitland, FL	Clymer Farmer Barley, Inc. Middleton, FL	CPI Consulting, LLC Orlando, FL	Dewberry Engineers Inc. Orlando, FL	England-Thims & Miller, Inc. Orlando, FL	EXP U.S. Services Inc. Maitland, FL	Germana Engineering and Associates Clermont, FL	Half Associates, Inc. Tavares, FL	Harris Civil Engineers, LLC Orlando, FL	Jacobs Engineering Group Inc. Orlando, FL	Keystone Consultants, LLC Orlando, FL	Kimley-Horn and Associates, Inc. Orlando, FL	LandDesign Orlando, FL	LJA Engineering Inc. Orlando, FL	Toole Design Group, LLC Silver Springs, MD	Traffic & Mobility Consultants LLC Orlando, FL	Walker Consultants, Inc. Tampa, FL	WGL Inc. West Palm Beach, FL	Willdan Engineering Anaheim, CA	Woodard & Curran Tampa, FL	Wright-Pierce Maitland, FL	
License & Insurance Pass = 5 Points Fail = 0 Point	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	
Company Background 0-10 Points	7	6	6	8	7	6	5	5	7	7	7	7	7	8	7	8	7	7	6	8	5	7	6	7	7	6	7	6	7	7
Company Project Experience 0-10 Points	17.5	12.5	15	15	15	15	12.5	15	15	20	17.5	17.5	17.5	17.5	17.5	20	20	20	12.5	17.5	17.5	12.5	20	17.5	15	15	17.5	15	17.5	12.5
Personnel Experience 0-10 Points	14	12	12	12	12	12	10	14	12	16	16	14	16	16	12	14	12	14	12	16	10	16	12	14	14	14	14	12	12	14
Methodology and Approach 0-10 Points	10.5	9	9	9	9	9	9	9	9	10.5	9	9	7.5	10.5	9	12	9	10.5	7.5	10.5	9	10.5	10.5	10.5	10.5	9	10.5	9	10.5	9
Risk Assessment Plan 0-10 Points	7	6	6	6	6	6	6	6	6	8	6	6	6	6	6	7	6	6	5	6	4	6	6	6	6	6	6	5	6	6
Business Location Lake County = 5 Points All Others = 0 Point	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Quality of Submittal 0-10 Points	6	4	5	5	5	5	5	6	6	6	5	5	5	7	7	8	6	6	5	6	4	6	6	6	4	5	6	6	6	4
Total Points	67.00	54.50	58.00	60.00	59.00	58.00	52.50	60.00	60.00	72.50	65.50	63.50	64.00	70.00	68.50	79.00	65.00	68.50	53.00	69.00	49.50	70.50	63.00	63.50	59.00	65.00	58.00	64.00	57.50	

Evaluator 3	Alliant Engineering, Inc. Tampa, FL	Arminius Consultants Orlando, FL	Ayres Associates Inc Tampa, FL	Baxter & Woodman, Inc. Orlando, FL	Bentley Group, Inc. Longwood, FL	Camahan Proctor and Cross, Inc. Orlando, FL	Catalyst Design Group Winter Park, FL	CHA Consulting, Inc. Winter Springs, FL	Chen Moore and Associates Maitland, FL	Clymer Farmer Barley, Inc. Middleton, FL	CPI Consulting, LLC Orlando, FL	Dewberry Engineers Inc. Orlando, FL	England-Thims & Miller, Inc. Orlando, FL	EXP U.S. Services Inc. Maitland, FL	Germana Engineering and Associates Clermont, FL	Half Associates, Inc. Tavares, FL	Harris Civil Engineers, LLC Orlando, FL	Jacobs Engineering Group Inc. Orlando, FL	Keystone Consultants, LLC Orlando, FL	Kimley-Horn and Associates, Inc. Orlando, FL	LandDesign Orlando, FL	LJA Engineering Inc. Orlando, FL	Toole Design Group, LLC Silver Springs, MD	Traffic & Mobility Consultants LLC Orlando, FL	Walker Consultants, Inc. Tampa, FL	WGL Inc. West Palm Beach, FL	Willdan Engineering Anaheim, CA	Woodard & Curran Tampa, FL	Wright-Pierce Maitland, FL
License & Insurance Pass = 5 Points Fail = 0 Point	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Company Background 0-10 Points	9	7	9	9	8	8	7	7	9	8	8	7	7	8	8	8	8	9	8	9	8	9	8	7	8	9	8	8	8
Company Project Experience 0-10 Points	22.5	20	20	22.5	20	22.5	17.5	20	22.5	20	22.5	20	17.5	20	17.5	20	20	22.5	17.5	22.5	20	20	20	17.5	17.5	17.5	20	20	20
Personnel Experience 0-10 Points	18	18	18	18	18	18	12	16	18	18	18	16	16	16	14	16	16	18	14	18	16	18	18	18	16	18	18	18	18
Methodology and Approach 0-10 Points	13.5	13.5	13.5	13.5	13.5	13.5	12	13.5	13.5	13.5	13.5	13.5	13.5	13.5	13.5	13.5	13.5	13.5	13.5	13.5	13.5	13.5	13.5	13.5	13.5	13.5	13.5	13.5	13.5
Risk Assessment Plan 0-10 Points	9	9	9	9	9	9	8	8	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9
Business Location Lake County = 5 Points All Others = 0 Point	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	5	0	0	0	0	0	0	0	0	0	0	0	0	0
Quality of Submittal 0-10 Points	8	6	9	9	8	9	7	7	9	8	8	8	7	8	7	8	8	8	7	9	9	9	8	7	8	8	8	9	9
Total Points	85.00	78.50	83.50	86.00	81.50	85.00	68.50	76.50	86.00	81.50	84.00	78.50	75.00	79.50	79.00	84.50	79.50	85.00	74.00	86.00	80.50	83.50	81.50	77.00	77.00	80.00	81.50	82.50	82.50

Total Average Score	74.33	65.33	72.83	74.33	70.67	73.83	62.17	68.33	75.33	73.50	74.17	72.00	70.67	75.50	71.33	81.83	72.83	76.50	62.83	77.33	67.50	77.00	71.17	68.17	67.67	73.33	72.17	72.67	70.33
Ranking Order	7	27	13	7	20	10	29	23	6	11	9	17	20	5	18	1	13	4	28	2	26	3	19	24	25	12	16	15	22



AGENDA ITEM

Meeting Date	
Tuesday, May 12, 2026	
Agenda Item Name	
Request For Proposal Award <i>City Parks and Facilities</i>	
Requested Action	
Approve awarding RFP 26-064, Mobile Food Truck Vendor Services for City Parks and Facilities, to the five (5) highest-ranked vendors as recommended by the Evaluation Committee.	
Staff Report	
The Evaluation Committee recommends approval of this action. The Parks and Recreation Department consulted with the Procurement Services Department to request proposals from qualified food truck vendors to provide mobile food and beverage service at the following City parks and facilities: • Hancock Park, 3301 Hancock Rd. • Palatlahaka Park (Park Pals), 1250 12th St. <i>(exception applies)</i> • Waterfront Park, 330 3rd St. <i>(exception applies)</i> • Lake Felter Park, 1750 Johns Lake Rd • Bishop Field, 950 East Ave. • McKinney Park, 801 Bloxam Ave • West Park, 12th St./Montrose St. • Boat Ramp, 140 East Ave. • Boat House, 1050 Victory Way • Victory Pointe, 938 Victory Way • Clermont Arts & Recreation Center (ARC), 3500 S. Hwy 27 As a result, the Procurement Services Department issued Request for Proposal No. 26-064 on February 4, 2026, to solicit proposals from qualified companies to provide such services. The solicitation was competitively bid, formally advertised, and fully complies with the City of Clermont's Procurement Policy and Procedures. A total of eight (8) responses were received and evaluated using the criteria in the RFP. An Evaluation Committee consisting of City staff reviewed and scored the submitted proposals and met on April 28, 2026, to confirm the results and rankings. Based on the final consensus, the committee voted to recommend an award to the five (5) highest-ranked firms, which include: Snowie of Central Florida LLC, Fred & Bernie's LLC, Casaburger LLC, Keith & Lyons LLC, and Caliyaki Hibachi LLC. The five highest-ranked firms will provide a mix of food and beverage services at City parks and facilities, including (1) Snowie of Central Florida LLC, offering shaved ice along with bottled water, sports drinks, frozen novelties, and select snacks/refreshments; (2) Fred & Bernie's LLC, providing premium shaved ice with a self-serve flavoring station and related add-ons; (3) Casaburger LLC, serving freshly prepared burgers and homemade lemonades; (4) Keith & Lyons, LLC, providing hot and iced coffee, espresso-based drinks, refreshers, lemonade, and other specialty beverages; and (5) Caliyaki Hibachi LLC, serving hibachi-style rice and noodle bowls with protein options including vegan/tofu and gluten-free options such as rice noodles. Approved vendors will operate on a non-exclusive, first-come, first-served basis, up to 7 days per week between	

7:00 AM and 10:00 PM, subject to site and event restrictions. Selected vendors will pay the City a \$250 monthly fee due before the first of each month. The initial contract term will be thirty-six (36) months, with the City retaining the option to renew for up to three (3) additional twelve (12)-month periods.

Approval of this award will establish a pool of approved mobile food vendors authorized to operate in designated vending areas at City parks and facilities on a first-come, first-served basis. The City may allow multiple vendors at a site when conditions permit and may adjust locations or vendor activity as needed to support safe and efficient operations.

Additional Analysis

Fiscal Impact Summary

The program includes a vendor payment to the City of \$250 per month per approved vendor, due before the first of each month, consistent with the RFP requirements. Revenue estimates will depend on the number of active vendors and the number of months of operation.

Fiscal Impact	Fund Number and Description	Available Budget Amount
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Exhibits Attached(copies of original agreements)

- | | | |
|----|--------------------------------------|--|
| 1. | RFP 26-064 Evaluation Summary | RFP 26-064 Evaluation Summary.pdf |
| 2. | RFP 26-064 Notice of Intent to Award | RFP 26-064 Notice of Intent to Award.pdf |



EVALUATION SUMMARY

RFP No. RFP 26-064

Mobile Food Truck Vendor Services for City Parks and Facilities

RESPONSE DEADLINE: March 12, 2026, at 2:00 pm

PHASE 1

EVALUATORS

Name	Title
Taylor Becorest	Recreation Specialist
Malcolm Draper	Police Captain
Paige Neely	Parks and Recreation Coordinator
Suzanne O'Shea	Facility Manager
Jason Sayre	Police Captain

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Total Avg. Score (Max Score 100)	Total Rank
Snowie of Central Florida LLC	84 (3)	73 (2)	76 (3)	71 (4)	94 (1.5)	79.6	1
Fred & Bernie's LLC	88 (2)	51.5 (7)	82 (2)	79 (1.5)	94 (1.5)	78.9	2
Casaburger llc	83 (4)	48 (8)	86 (1)	79 (1.5)	91.5 (3.5)	77.5	3
Keith & Lyons, LLC	78.5 (5)	70.5 (3)	69.5 (5)	71.5 (3)	91.5 (3.5)	76.3	4
Caliyaki Hibachi Llc	91 (1)	68.5 (4)	62.5 (6)	64.5 (7)	78.5 (6)	73	5

EVALUATION TABULATION

RFP No. RFP 26-064

Mobile Food Truck Vendor Services for City Parks and Facilities

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Total Avg. Score (Max Score 100)	Total Rank
Scruffy 2 Fluffy	67 (7)	59 (6)	74.5 (4)	70.5 (5)	82 (5)	70.6	6
Sun-Kissed Eats	69 (6)	74 (1)	54.5 (7)	70 (6)	73 (7)	68.1	7
Big Baby Concession	50.5 (8)	61 (5)	49.5 (8)	31.5 (8)	70.5 (8)	52.6	8

MEETING SUMMARY

The Evaluation Committee met on Tuesday, April 28, 2026, at 10:00 A.M. to review the results of their proposal evaluations. Each evaluator submitted their scores individually through OpenGov. During the meeting, the Procurement Services Director presented a score summary, guided the committee through the results, and facilitated discussion on the evaluations. The committee unanimously agreed with the summarized scores and confirmed the proposal rankings in the same order. Based on the final consensus, the Evaluation Committee voted to recommend an award to the five highest-ranked firms: Snowie of Central Florida, Fred & Bernie's, Casaburger, Keith & Lyons, and Caliyaki Hibachi. This award recommendation is scheduled for consideration at the May 12th City Council meeting.

EVALUATION TABULATION

Request For Proposal - Mobile Food Truck Vendor Services for City Parks and Facilities

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EVALUATION TABULATION

RFP No. RFP 26-064

Mobile Food Truck Vendor Services for City Parks and Facilities

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Company Profile and Experience 0-10 Points 20 Points (20%)	Menu and Pricing 0-10 Points 20 Points (20%)	Truck Information and Operations Plan 0-10 Points 20 Points (20%)	Proposed Schedule and Locations 0-10 Points 10 Points (10%)	References and Reviews 0-10 Points 10 Points (10%)	Price/Value Scoring Method 0-10 Points 10 Points (10%)	Business Location 0-5 Points 5 Points (5%)	Quality of Submittal 0-10 Points 5 Points (5%)	Total Score (Max Score 100)
Snowie of Central Florida LLC	8.2	8.2	8.4	7	8.2	8.4	2	8.8	79.6
Fred & Bernie's LLC	8.8	7.4	8	8	8.8	7.6	2	8.2	78.9
Casaburger llc	7.8	6.6	8.6	7.6	8.4	6.4	5	8.2	77.5
Keith & Lyons, LLC	8.2	7.2	7.8	8.8	7.8	7.4	2	7.8	76.3
Caliyaki Hibachi Llc	6.6	7.6	8	8.2	5	6.6	5	7.6	73
Scruffy 2 Fluffy	7.6	7.6	7	6.6	6.8	7.2	2	7.2	70.6
Sun-Kissed Eats	6.4	8.4	6.6	4.4	7	8.4	2	7	68.1
Big Baby Concession	5.6	5.8	3.6	5.4	6	6.4	2	5.6	52.6

EVALUATION TABULATION

Request For Proposal - Mobile Food Truck Vendor Services for City Parks and Facilities

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INDIVIDUAL PROPOSAL SCORES

Big Baby Concession	
Company Profile and Experience 0-10 Points 20 Points (20%)	
	Evaluator 1: 5
	Evaluator 2: 6
	Evaluator 3: 6
	Evaluator 4: 4
	Evaluator 5: 7
No Social Media or proof of detailed experience. No table of contents	
Menu and Pricing 0-10 Points 20 Points (20%)	
	Evaluator 1: 6
	Evaluator 2: 7
	Evaluator 3: 6
limited	
	Evaluator 4: 3
	Evaluator 5: 7
No mention of dietary options or number of customers they can accommodate per hour. Did provide a picture of the menu	
Truck Information and Operations Plan 0-10 Points 20 Points (20%)	
	Evaluator 1: 3
	Evaluator 2: 6
	Evaluator 3: 2

EVALUATION TABULATION

RFP No. RFP 26-064

Mobile Food Truck Vendor Services for City Parks and Facilities

tent not a truck. no operation plans found

Evaluator 4: 0

not a food truck.

Evaluator 5: 7

No size dimensions of the truck, no picture and no discussion on customer flow or payment method.

Proposed Schedule and Locations | 0-10 Points | 10 Points (10%)

Evaluator 1: 5

Evaluator 2: 6

Evaluator 3: 5

good hours but no locations

Evaluator 4: 4

did not list any specific locations

Evaluator 5: 7

No specific locations ranked or noted. Only mentions city wide.

References and Reviews | 0-10 Points | 10 Points (10%)

Evaluator 1: 4

Evaluator 2: 6

Evaluator 3: 5

references, no reviews

Evaluator 4: 7

Evaluator 5: 8

No business reviews or pictures of the truck. There is a photo of a patio style set up.

EVALUATION TABULATION

Request For Proposal - Mobile Food Truck Vendor Services for City Parks and Facilities

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EVALUATION TABULATION

RFP No. RFP 26-064

Mobile Food Truck Vendor Services for City Parks and Facilities

Price/Value Scoring Method | 0-10 Points | 10 Points (10%)

Evaluator 1: 8

Evaluator 2: 6

Evaluator 3: 7

Evaluator 4: 3

Evaluator 5: 8

Business Location | 0-5 Points | 5 Points (5%)

Evaluator 1: 2

Evaluator 2: 2

Evaluator 3: 2

Evaluator 4: 2

Evaluator 5: 2

Quality of Submittal | 0-10 Points | 5 Points (5%)

Evaluator 1: 7

Evaluator 2: 6

Evaluator 3: 5

Evaluator 4: 3

Evaluator 5: 7

Recommend looking into packet structure format and ensuring all items are addressed.

EVALUATION TABULATION

RFP No. RFP 26-064

Mobile Food Truck Vendor Services for City Parks and Facilities

Caliyaki Hibachi Llc

Company Profile and Experience | 0-10 Points | 20 Points (20%)

Evaluator 1: 9

Evaluator 2: 7

Evaluator 3: 5

Evaluator 4: 5

Evaluator 5: 7

Lacked a Table of Contents, No signature or ability to meet requirements. Minimum experience noted

Menu and Pricing | 0-10 Points | 20 Points (20%)

Evaluator 1: 10

Evaluator 2: 7

Evaluator 3: 6

niche

Evaluator 4: 7

Evaluator 5: 8

Higher end product, no service times mentioned and didn't mention how long food takes to prepare.

Truck Information and Operations Plan | 0-10 Points | 20 Points (20%)

Evaluator 1: 10

Evaluator 2: 7

Evaluator 3: 6

big truck

EVALUATION TABULATION

Request For Proposal - Mobile Food Truck Vendor Services for City Parks and Facilities

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EVALUATION TABULATION

RFP No. RFP 26-064

Mobile Food Truck Vendor Services for City Parks and Facilities

Evaluator 4: 8

Evaluator 5: 9

Unsure of cash payments

Proposed Schedule and Locations | 0-10 Points | 10 Points (10%)

Evaluator 1: 9

Evaluator 2: 6

Evaluator 3: 9

Evaluator 4: 9

Evaluator 5: 8

Need to better organize this section

References and Reviews | 0-10 Points | 10 Points (10%)

Evaluator 1: 7

Evaluator 2: 6

Evaluator 3: 5

didnt see reviews

Evaluator 4: 0

Evaluator 5: 7

Needing better organization and add reviews

Price/Value Scoring Method | 0-10 Points | 10 Points (10%)

Evaluator 1: 7

Evaluator 2: 6

EVALUATION TABULATION

Request For Proposal - Mobile Food Truck Vendor Services for City Parks and Facilities

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EVALUATION TABULATION

RFP No. RFP 26-064

Mobile Food Truck Vendor Services for City Parks and Facilities

Evaluator 3: 6

Evaluator 4: 7

Evaluator 5: 7

Higher end foods

Business Location | 0-5 Points | 5 Points (5%)

Evaluator 1: 5

Evaluator 2: 5

Evaluator 3: 5

Evaluator 4: 5

Evaluator 5: 5

Quality of Submittal | 0-10 Points | 5 Points (5%)

Evaluator 1: 10

Evaluator 2: 7

Evaluator 3: 7

Evaluator 4: 7

Evaluator 5: 7

Need to work on organization and content of proposal

Casaburger llc

Company Profile and Experience | 0-10 Points | 20 Points (20%)

Evaluator 1: 10

EVALUATION TABULATION

Request For Proposal - Mobile Food Truck Vendor Services for City Parks and Facilities

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EVALUATION TABULATION

RFP No. RFP 26-064

Mobile Food Truck Vendor Services for City Parks and Facilities

Evaluator 2: 5

Evaluator 3: 8

Evaluator 4: 7

Evaluator 5: 9

Great content, minimum experience with larger scale events

Menu and Pricing | 0-10 Points | 20 Points (20%)

Evaluator 1: 5

Evaluator 2: 4

Evaluator 3: 8

kids menu

Evaluator 4: 7

Evaluator 5: 9

Higher end pricing

Truck Information and Operations Plan | 0-10 Points | 20 Points (20%)

Evaluator 1: 10

Evaluator 2: 5

Evaluator 3: 10

Evaluator 4: 9

Evaluator 5: 9

No cash

Proposed Schedule and Locations | 0-10 Points | 10 Points (10%)

EVALUATION TABULATION

Request For Proposal - Mobile Food Truck Vendor Services for City Parks and Facilities

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EVALUATION TABULATION

RFP No. RFP 26-064

Mobile Food Truck Vendor Services for City Parks and Facilities

Evaluator 1: 7

Evaluator 2: 5

Evaluator 3: 7

Evaluator 4: 9

Evaluator 5: 10

References and Reviews | 0-10 Points | 10 Points (10%)

Evaluator 1: 9

Evaluator 2: 4

Evaluator 3: 9

Evaluator 4: 10

Evaluator 5: 10

Price/Value Scoring Method | 0-10 Points | 10 Points (10%)

Evaluator 1: 7

Evaluator 2: 4

Evaluator 3: 8

Evaluator 4: 5

Evaluator 5: 8

High end pricing

Business Location | 0-5 Points | 5 Points (5%)

Evaluator 1: 5

EVALUATION TABULATION

Request For Proposal - Mobile Food Truck Vendor Services for City Parks and Facilities

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EVALUATION TABULATION

RFP No. RFP 26-064

Mobile Food Truck Vendor Services for City Parks and Facilities

Evaluator 2: 5

Evaluator 3: 5

Evaluator 4: 5

Evaluator 5: 5

Quality of Submittal | 0-10 Points | 5 Points (5%)

Evaluator 1: 10

Evaluator 2: 4

Evaluator 3: 10

Evaluator 4: 8

Evaluator 5: 9

Well put together proposal. Well organized.

Fred & Bernie's LLC

Company Profile and Experience | 0-10 Points | 20 Points (20%)

Evaluator 1: 10

Evaluator 2: 6

Evaluator 3: 9

well known

Evaluator 4: 9

Evaluator 5: 10

Menu and Pricing | 0-10 Points | 20 Points (20%)

EVALUATION TABULATION

Request For Proposal - Mobile Food Truck Vendor Services for City Parks and Facilities

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EVALUATION TABULATION

RFP No. RFP 26-064

Mobile Food Truck Vendor Services for City Parks and Facilities

	Evaluator 1: 8
	Evaluator 2: 5
	Evaluator 3: 7
limited	
	Evaluator 4: 8
	Evaluator 5: 9
Could have added specific prices for 9,12 and 16 OZ disposable cups.	

Truck Information and Operations Plan | 0-10 Points | 20 Points (20%)

	Evaluator 1: 10
	Evaluator 2: 5
	Evaluator 3: 9
2 trucks	
	Evaluator 4: 6
	Evaluator 5: 10
Great information provided	

Proposed Schedule and Locations | 0-10 Points | 10 Points (10%)

	Evaluator 1: 8
	Evaluator 2: 5
	Evaluator 3: 8
	Evaluator 4: 9
This would be a potential conflict with Mr. Softee since he is exclusively at Waterfront Park	
	Evaluator 5: 10

EVALUATION TABULATION

Request For Proposal - Mobile Food Truck Vendor Services for City Parks and Facilities

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EVALUATION TABULATION

RFP No. RFP 26-064

Mobile Food Truck Vendor Services for City Parks and Facilities

Detailed list

References and Reviews | 0-10 Points | 10 Points (10%)

Evaluator 1: 10

Evaluator 2: 5

Evaluator 3: 9

Evaluator 4: 10

Evaluator 5: 10

Great reviews

Price/Value Scoring Method | 0-10 Points | 10 Points (10%)

Evaluator 1: 7

Evaluator 2: 5

Evaluator 3: 9

affordable

Evaluator 4: 8

Evaluator 5: 9

very competitive pricing model

Business Location | 0-5 Points | 5 Points (5%)

Evaluator 1: 2

Evaluator 2: 2

Evaluator 3: 2

Evaluator 4: 2

EVALUATION TABULATION

Request For Proposal - Mobile Food Truck Vendor Services for City Parks and Facilities

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EVALUATION TABULATION

RFP No. RFP 26-064

Mobile Food Truck Vendor Services for City Parks and Facilities

Evaluator 5: 2

Quality of Submittal | 0-10 Points | 5 Points (5%)

Evaluator 1: 10

Evaluator 2: 5

Evaluator 3: 8

Evaluator 4: 8

Evaluator 5: 10

Great submission, contained most of all the information required.

Keith & Lyons, LLC

Company Profile and Experience | 0-10 Points | 20 Points (20%)

Evaluator 1: 9

Evaluator 2: 8

Evaluator 3: 7

Evaluator 4: 7

Evaluator 5: 10

Well put together

Menu and Pricing | 0-10 Points | 20 Points (20%)

Evaluator 1: 7

Evaluator 2: 7

Evaluator 3: 5

EVALUATION TABULATION

Request For Proposal - Mobile Food Truck Vendor Services for City Parks and Facilities

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EVALUATION TABULATION

RFP No. RFP 26-064

Mobile Food Truck Vendor Services for City Parks and Facilities

limited and geared towards adults

Evaluator 4: 7

Evaluator 5: 10

fair pricing

Truck Information and Operations Plan | 0-10 Points | 20 Points (20%)

Evaluator 1: 8

Evaluator 2: 7

Evaluator 3: 8

Evaluator 4: 7

Evaluator 5: 9

Doesn't take cash

Proposed Schedule and Locations | 0-10 Points | 10 Points (10%)

Evaluator 1: 9

Evaluator 2: 7

Evaluator 3: 10

Evaluator 4: 8

Evaluator 5: 10

Flexible

References and Reviews | 0-10 Points | 10 Points (10%)

Evaluator 1: 7

Evaluator 2: 7

EVALUATION TABULATION

Request For Proposal - Mobile Food Truck Vendor Services for City Parks and Facilities

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EVALUATION TABULATION

RFP No. RFP 26-064

Mobile Food Truck Vendor Services for City Parks and Facilities

Evaluator 3: 7

Evaluator 4: 9

Evaluator 5: 9

Increase reviews

Price/Value Scoring Method | 0-10 Points | 10 Points (10%)

Evaluator 1: 8

Evaluator 2: 7

Evaluator 3: 7

Evaluator 4: 7

Evaluator 5: 8

decent pricing

Business Location | 0-5 Points | 5 Points (5%)

Evaluator 1: 2

Evaluator 2: 2

Evaluator 3: 2

Evaluator 4: 2

Evaluator 5: 2

Quality of Submittal | 0-10 Points | 5 Points (5%)

Evaluator 1: 9

Evaluator 2: 7

Evaluator 3: 7

EVALUATION TABULATION

Request For Proposal - Mobile Food Truck Vendor Services for City Parks and Facilities

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EVALUATION TABULATION

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Mobile Food Truck Vendor Services for City Parks and Facilities

Evaluator 4: 7

Evaluator 5: 9

Clean proposal, would work on increasing the reviews page. There are more options to just blacking out with a marker customer info.

Scruffy 2 Fluffy

Company Profile and Experience | 0-10 Points | 20 Points (20%)

Evaluator 1: 6

Evaluator 2: 6

Evaluator 3: 9

Evaluator 4: 8

Evaluator 5: 9

14 years in business. Minimum large scale experience.

Menu and Pricing | 0-10 Points | 20 Points (20%)

Evaluator 1: 9

Evaluator 2: 6

Evaluator 3: 8

Evaluator 4: 7

Evaluator 5: 8

Lacks service time and capacity. Just mentions quickly and efficient

Truck Information and Operations Plan | 0-10 Points | 20 Points (20%)

Evaluator 1: 6

EVALUATION TABULATION

Request For Proposal - Mobile Food Truck Vendor Services for City Parks and Facilities

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EVALUATION TABULATION

RFP No. RFP 26-064

Mobile Food Truck Vendor Services for City Parks and Facilities

Evaluator 2: 6

Evaluator 3: 7

Evaluator 4: 8

Evaluator 5: 8

Didn't provide the dimensions of the truck or what side the service window is on

Proposed Schedule and Locations | 0-10 Points | 10 Points (10%)

Evaluator 1: 7

Evaluator 2: 6

Evaluator 3: 6

Evaluator 4: 4

Limited on locations and conflicts with Mr. Softee contact at Waterfront Park

Evaluator 5: 10

Flexible

References and Reviews | 0-10 Points | 10 Points (10%)

Evaluator 1: 6

Evaluator 2: 6

Evaluator 3: 7

Evaluator 4: 8

Evaluator 5: 7

No references provided.

Price/Value Scoring Method | 0-10 Points | 10 Points (10%)

EVALUATION TABULATION

Request For Proposal - Mobile Food Truck Vendor Services for City Parks and Facilities

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EVALUATION TABULATION

RFP No. RFP 26-064

Mobile Food Truck Vendor Services for City Parks and Facilities

Evaluator 1: 6

Evaluator 2: 6

Evaluator 3: 8

Evaluator 4: 7

Evaluator 5: 9

Competative pricing

Business Location | 0-5 Points | 5 Points (5%)

Evaluator 1: 2

Evaluator 2: 2

Evaluator 3: 2

Evaluator 4: 2

Evaluator 5: 2

Quality of Submittal | 0-10 Points | 5 Points (5%)

Evaluator 1: 8

Evaluator 2: 6

Evaluator 3: 7

Evaluator 4: 7

Evaluator 5: 8

Good proposal. Need to add a couple of things that were required.

Snowie of Central Florida LLC

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Request For Proposal - Mobile Food Truck Vendor Services for City Parks and Facilities

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EVALUATION TABULATION

RFP No. RFP 26-064

Mobile Food Truck Vendor Services for City Parks and Facilities

Company Profile and Experience | 0-10 Points | 20 Points (20%)

Evaluator 1: 9

Evaluator 2: 8

Evaluator 3: 6

Evaluator 4: 8

Evaluator 5: 10

Nice Cover letter

Menu and Pricing | 0-10 Points | 20 Points (20%)

Evaluator 1: 7

Evaluator 2: 8

Evaluator 3: 9

affordable, diverse, snacky ballpark items

Evaluator 4: 7

Evaluator 5: 10

Great presentation

Truck Information and Operations Plan | 0-10 Points | 20 Points (20%)

Evaluator 1: 10

Evaluator 2: 7

Evaluator 3: 9

Evaluator 4: 7

Evaluator 5: 9

EVALUATION TABULATION

Request For Proposal - Mobile Food Truck Vendor Services for City Parks and Facilities

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EVALUATION TABULATION

RFP No. RFP 26-064

Mobile Food Truck Vendor Services for City Parks and Facilities

Wish they accepted cash when only 1 operator.

Proposed Schedule and Locations | 0-10 Points | 10 Points (10%)

Evaluator 1: 9

Evaluator 2: 6

Evaluator 3: 6

done at sunset, waterfront only

Evaluator 4: 4

Limited on locations and a conflict with Mr. Softee at Waterfront Park

Evaluator 5: 10

Very visual

References and Reviews | 0-10 Points | 10 Points (10%)

Evaluator 1: 8

Evaluator 2: 7

Evaluator 3: 7

Evaluator 4: 9

Evaluator 5: 10

Price/Value Scoring Method | 0-10 Points | 10 Points (10%)

Evaluator 1: 8

Evaluator 2: 8

Evaluator 3: 9

Evaluator 4: 8

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Request For Proposal - Mobile Food Truck Vendor Services for City Parks and Facilities

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EVALUATION TABULATION

RFP No. RFP 26-064

Mobile Food Truck Vendor Services for City Parks and Facilities

Evaluator 5: 9

Good prices and value

Business Location | 0-5 Points | 5 Points (5%)

Evaluator 1: 2

Evaluator 2: 2

Evaluator 3: 2

Evaluator 4: 2

Evaluator 5: 2

Quality of Submittal | 0-10 Points | 5 Points (5%)

Evaluator 1: 10

Evaluator 2: 8

Evaluator 3: 8

Evaluator 4: 8

Evaluator 5: 10

Well thought out packet.

Sun-Kissed Eats

Company Profile and Experience | 0-10 Points | 20 Points (20%)

Evaluator 1: 6

Evaluator 2: 8

Evaluator 3: 3

EVALUATION TABULATION

Request For Proposal - Mobile Food Truck Vendor Services for City Parks and Facilities

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EVALUATION TABULATION

RFP No. RFP 26-064

Mobile Food Truck Vendor Services for City Parks and Facilities

Evaluator 4: 8

Evaluator 5: 7

No table of contents, business address or signature. 6 months in business

Menu and Pricing | 0-10 Points | 20 Points (20%)

Evaluator 1: 9

Evaluator 2: 8

Evaluator 3: 9

Evaluator 4: 8

Evaluator 5: 8

moderate pricing and no mention of dietary options being offered

Truck Information and Operations Plan | 0-10 Points | 20 Points (20%)

Evaluator 1: 7

Evaluator 2: 7

Evaluator 3: 5

big truck. not a lot of operation info

Evaluator 4: 7

Evaluator 5: 7

Width of trailer and no mention of method of payment

Proposed Schedule and Locations | 0-10 Points | 10 Points (10%)

Evaluator 1: 5

Evaluator 2: 7

EVALUATION TABULATION

Request For Proposal - Mobile Food Truck Vendor Services for City Parks and Facilities

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EVALUATION TABULATION

RFP No. RFP 26-064

Mobile Food Truck Vendor Services for City Parks and Facilities

Evaluator 3: 2

Evaluator 4: 1

Only listed Waterfront Park

Evaluator 5: 7

One park listed. No mention of flexibility.

References and Reviews | 0-10 Points | 10 Points (10%)

Evaluator 1: 6

Evaluator 2: 7

Evaluator 3: 5

no reviews

Evaluator 4: 9

Evaluator 5: 8

No reviews, but good job listing detailed references

Price/Value Scoring Method | 0-10 Points | 10 Points (10%)

Evaluator 1: 9

Evaluator 2: 8

Evaluator 3: 9

Evaluator 4: 8

Evaluator 5: 8

Moderate pricing

Business Location | 0-5 Points | 5 Points (5%)

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EVALUATION TABULATION

RFP No. RFP 26-064

Mobile Food Truck Vendor Services for City Parks and Facilities

	Evaluator 1: 2
	Evaluator 2: 2
	Evaluator 3: 2
	Evaluator 4: 2
	Evaluator 5: 2

Quality of Submittal 0-10 Points 5 Points (5%)	
	Evaluator 1: 6
	Evaluator 2: 8
	Evaluator 3: 5
	Evaluator 4: 8
	Evaluator 5: 8

Suggest looking at format of your proposal submission and ensuring you are answering all the questions in the correct order.



NOTICE OF INTENT TO AWARD

RFP No. RFP 26-064

Mobile Food Truck Vendor Services for City Parks and Facilities

RESPONSE DEADLINE: March 12, 2026, at 2:00 pm

Tuesday, April 28, 2026

After the careful and thorough review of all responses received to solicitation number RFP 26-064 titled Mobile Food Truck Vendor Services for City Parks and Facilities, the City hereby issues this Award Recommendation to the following companies:

Snowie of Central Florida LLC.

Fred & Bernie's LLC.

Casaburger LLC.

Keith & Lyons LLC.

Caliyaki Hibachi LLC.

Sincerely,

Freddy L. Suarez, MPA, CPPB
Procurement Services Director



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, May 12, 2026		
Agenda Item Name		
Piggyback Term Contract <i>Refuse and Recycling Container Solutions</i>		
Requested Action		
Approve to piggyback the Sourcewell Term Contract No. 120324-REH with Rehrig Pacific Company to provide refuse and recycling container solutions in accordance with the City of Clermont's Procurement Policy.		
Staff Report		
The Procurement Services Department, in coordination with the Public Services Department, recommends approval of this action. At the request of the Public Services Department, the Procurement Services Department identified the Sourcewell Term Contract No. 120324-REH, as a suitable procurement vehicle for refuse and recycling container solutions. This contract was competitively solicited in compliance with the City of Clermont's Procurement Policy, ensuring a cost-effective and compliant procurement process. The contract includes an initial three (3) year agreement, with the option for three (3) additional one-year renewal periods at the City's discretion. The annual estimated contract value is \$100,000, with a start date of May 13, 2026. This contract will provide refuse and recycling container solutions. It will be utilized to purchase new containers to support growth in South Clermont and to replace existing containers currently in service that are damaged, worn, or no longer serviceable. Funding will be determined on a project-by-project basis and allocated from the Operating Supplies Sanitation Fund, Account No. 49534-55200. Utilizing piggyback contracts, as authorized under Procurement Policy Section E.9, enables the City to leverage competitive pricing from existing government-awarded contracts. This approach reduces administrative costs and procurement lead time while ensuring cost-effective pricing. The Procurement Services Department has reviewed and determined that this method is in the City's best interest. Approval of this contract does not obligate the City to make purchases. Individual departments will budget and allocate funds as needed for expenditures related to piggyback contracts. The estimated contract value reflects potential expenditures but does not represent a specific department's allocated budget.		
Additional Analysis		
Fiscal Impact Summary		
Funding is available in the current fiscal year budget from the Sanitation Fund.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$100,000.00	49534-55200, Operating Supplies	\$134,597.01
Exhibits Attached (copies of original agreements)		
1. Rehrig Contract 120324	Rehrig Contract 120324.pdf	

2.	Rehrig Pricing 120324-REH	Rehrig Pricing 120324-REH.pdf
3.	Proposal Evaluation	Proposal Evaluation.pdf



MASTER AGREEMENT #120324

CATEGORY: Plastic Refuse and Recycling Containers with Related Technology Solutions

SUPPLIER: Rehrig Pacific Company

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rehrig Pacific Company, 900 Corporate Center Dr., Suite 600, Monterey Park, CA 91754 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on April 4, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #120324 to Participating Entities. In Scope solutions include:
 - a) Residential, commercial, and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition;
 - b) Lift and tipping solutions for stationary carts and dumpsters;
 - c) Maintenance, repair, and similar services of containers; and,
 - d) Technology solutions related to the management of, planning for, and/or processes related to collection of refuse and recycling materials solutions described in subsections a.-c., above.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included

Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its

subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

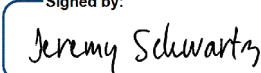
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

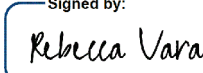
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Rehrig Pacific Company

Signed by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/23/2025 | 8:39 AM CDT

Signed by:

By: 56D629544AB04A7...
Rebecca Vara
Title: Vice President of Sales - Environment
Date: 4/23/2025 | 8:33 AM CDT

RFP 120324 - Plastic Refuse and Recycling Containers with Related Technology Solutions

Vendor Details

Company Name: Rehrig Pacific Company

Does your company conduct business under any other name? If yes, please state: Rehrig Pacific or Rehrig

Address: 900 CORPORATE CENTER DR. SUITE 600
Monterey Park, , CA 91754

Contact: Kendria Street-Miller

Email: KSMiller@rehrig.com

Phone: 214-980-4652

HST#: 95-4608797

Submission Details

Created On: Tuesday October 15, 2024 17:17:48

Submitted On: Sunday December 01, 2024 16:02:23

Submitted By: Kendria Street-Miller

Email: KSMiller@rehrig.com

Transaction #: b4fca488-84d5-4c7f-889c-d2b42953fad1

Submitter's IP Address: 104.189.236.122

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Rehrig Pacific Company	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	D.B.A Rehrig Pacific or Rehrig	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UMEHLXJJARK9	*
5	Provide your NAICS code applicable to Solutions proposed.	326199 /541990	
6	Proposer Physical Address:	900 CORPORATE CENTER DR. SUITE 600 Monterey Park, CA 91754	*
7	Proposer website address (or addresses):	www.rehrigpacific.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Jack Weber National Account Manager- Municipal Sector 900 CORPORATE CENTER DR. SUITE 600 Monterey Park, CA 91754, jweber@rehrig.com (949) 254-5781	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Rebecca Vara VP, Sales 900 CORPORATE CENTER DR. SUITE 600 Monterey Park, CA 91754 RVara@Rehrig.com (610) 909-5099 (mobile)	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ryan Paulk, Director, Sales Operations 900 CORPORATE CENTER DR. SUITE 600 Monterey Park, CA 91754 rpaulk@rehrig.com (479) 295-7859 (mobile)	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Rehrig Pacific Company is an American-owned and operated manufacturer founded in 1913. A world-leading plastic container manufacturer, technology provider, and supply chain expert that committed to providing exceptional value and partnership for our customers. We have a family tradition of growth, service, and innovation that began over 100 years ago with the supply of wooden crates for the automotive industry and today has evolved into logistics optimization for over eleven (11) industries. For the past thirty (30) years Rehrig has grown to become the largest roll-out cart and recycling bin manufacturer in North America with seven (7) company-owned manufacturing facilities strategically located nation-wide. Rehrig Pacific Company also has a manufacturing facility in Queretaro, Mexico that serves our customers in Mexico, Central and South America. Possessing the industry's largest production capacity of roll-out cart producing machines and molds, Rehrig Pacific Company can meet the needs of our customers through short lead-time frames as well as handle order quantities of any size and type. Having multiple manufacturing plants strategically located brings our manufacturing closer to our customers which helps optimize delivery timing, reduce freight costs and reduce harmful carbon emissions. Rehrig Pacific Company Mission Statement: The Rehrig Pacific Family celebrates our people and empowers them to create innovative solutions that effectively and responsibly move goods, resources and ideas. Rehrig's Core Values: Family, Service, Growth, Intrapreneurship and Innovation.	*
12	What are your company's expectations in the event of an award?	Our expectation is to continue to work closely with Sourcewell and the growing number of participating entities who use the Sourcewell Cooperative Agreement to mutually grow our business. Our Rehrig salesforce is constantly exploring opportunities to grow our customer base and our solutions to meet the growing needs of the Industries and Customers we support, especially those within the Municipal Sector. With the industry's largest market share in roll-out carts, Rehrig will be leveraging this partnership to enable prospective municipal customers to purchase our products easily by avoiding the lengthy and costly bid process. Our projected growth for our Municipal business is 4% annually with much of this growth via the Sourcewell contract and partnership	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	This strategy ensures a robust and multi-faceted approach to promoting the Sourcewell opportunity, leveraging our extensive industry experience and marketing capabilities to drive awareness and engagement. Revenue and Sales - FY24 Net Sales: \$650 million - Current Ratio: 1.70 - Total Assets: \$425 million Our substantial asset base and ongoing investments ensure we continue to innovate and deliver value. Please see uploaded financials outlining Rehrig Pacific Company's financial strength.	*
14	What is your US market share for the Solutions that you are proposing?	Presently our US market share is around 40%. Rehrig Pacific has been supplying the Solid Waste & Recycling Industry with various recycling bins and residential automated collection roll-out carts since the 1980's and early 1990's respectively. Over this time Rehrig has manufactured and shipped more than 45 million roll-out carts throughout North America, successfully partnering with some of the North America's largest and most elite Solid Waste & Recycling operations including Los Angeles, Seattle, Milwaukee, Madison, San Diego, Phoenix and Chicago. During this same time Rehrig Pacific has also gained supplier status with several of the industry's largest regional and national private haulers including Waste Management, Republic Waste, Waste Connections, and GFL.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Rehrig Pacific Company's Canadian market share is 40% and growing rapidly.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	We do not have any current or completed bankruptcy proceedings within the past seven years.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) Rehrig Pacific Company is a manufacturer who produces proprietary products and sells them directly to the end user (Municipal and Private Sectors). All of our products being proposed are sold by Rehrig Pacific's company-employed direct sales team. Employing the industry's largest sales team, Rehrig's Environmental Sales Team consists of a VP-Sales, a Director of Sales, (3) Regional Sales Managers, (4) National Account Managers, and (14) Territory Sales Managers. Our sales team also consists of (8) Account Specialists who provide dedicated customer service and support for our Customers and our Sales Team on a daily basis. Our infrastructure does not require the need for dealer or distributor network. Our sales team and our (7) domestic, company-owned manufacturing facilities provide the capacity, capabilities and support required to meet the needs of our new, existing and growing number of customers.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Rehrig Pacific Company maintains proper DOT Registration & Licensing for over the road shipping and Assembly & Distribution. Our roll-out carts are industry ANSI-Standard compliant. We also hold current business licenses and/or certificates of good standing with all 50 US State & Canada as required. We also have certifications for our bear resistant containers through the Wildlife Management Institute for our 95G & 65G semi-automated and 35G Fully automated bear carts	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Rehrig Pacific Company has no debarments or suspensions or been included in possible Responsible party within the past seven years.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	In the past five (5) years Rehrig Pacific has been recognized for several accomplishments in various areas of the industry. •Great Place to Work 2019-2024: One of the recent accomplishments includes being certified four years in a row as a Great Place to Work (2019-20, 2020-21, 2022-23, 2023-24). This certification came through surveys where employees expressed their satisfaction and positive sentiment about working for such a great company. •Ecovadis sustainability rating in February 2024 and Ecovadis Bronze rating in 2021. •Fortune Best Workplaces in Manufacturing & Production in 2021 and 2022. •2021 Recycling Champion Award from the Florida Recycling Partnership Foundation. •In 2020 Rehrig Pacific was awarded the Sustainability Partnership Game Changer Award by the National Waste & Recycling Association for its effort to increase post-consumer resin (PCR) in roll-out carts by 10 percent. •In 2018, Rehrig Pacific was awarded the Large Supply Chain Pioneer of the Year award for leading innovation in the Supply Chain Industry. •Rehrig Pacific is a proud recipient of multiple OSHA awards for safety across a number of our US plants ensuring team member injuries continue to decrease year over year. •Rehrig Pacific prioritizes community service and each year partners with organizations that help give back to the community including Habitat for Humanity, Los Angeles Regional Food Bank, Kenosha's Pollinator Patch Program, and more.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Rehrig Pacific's sales to the Governmental Sector has ranged from 30-32% driven by the efforts of our Environmental Sales Team. The size of our Municipal/Government Sector business fluctuates each year based on the number of municipalities who are seeking to automate their collection service with plastic automated containers. Additionally, factors like the Covid-19 pandemic, recessions, and tight budget constraints can impact a municipality's decision to automate their collection in any given year. Strategically, Rehrig Pacific is projecting that cities will continue to convert their collection systems to automated collection and will continue to leverage Technology solutions to optimize their operations.	*
22	What percentage of your sales are to the education sector in the past three years?	Less than one percent. It is important to understand that educational institutions do not purchase our products directly. The municipalities and private waste haulers who collect their waste & recyclables are the entities who purchase our products. This being said, Rehrig Pacific will sell any educational institution who is interested in purchasing our products and services directly.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	1) Omnia Partners with an average of 25 million annually. 2) Massachusetts State Contract with an average of \$300K annually.	*

24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	n/a We do not hold any GSA contracts.	*
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Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Kansas City, MO	Louis Cummings	816-513-3600	*
City of Columbia, MO	Steve Hunt	573-874-7264	*
Clay County, FL	Milton Towns	904-284-6374	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Our Environmental Sales Force includes the following key personnel: • 1 Senior VP of Sales • 1 VP of Sales • 2 National Account Managers focused on the Municipal Sector • 3 Regional Sales Managers • 14 Territory Sales Managers • 8 Account Specialists Our entire sales force is strategically located across North America and Canada. The National Account, Regional, and Territory Sales Managers will serve as the primary points of contact for our customers. Their responsibilities include: • Promoting and selling products/solutions using a consultative approach to both existing and prospective customers within their designated territories. • Developing and presenting solutions using Rehrig products and services to key decision-makers, effectively articulating the value of our solutions in addressing clients' organizational challenges. The Rehrig Pacific sales team, at various management levels, receives product and sales training up to three times a year to ensure they maintain up-to-date knowledge on products, industry trends, and technical information. Additionally, our sales team are supported by eight Account Specialists who provide dedicated customer service and support on a daily basis (Customer Service). Our Account Specialists partner with our sales territory managers with managing all of our customer's needs. Our sales force is supported by our corporate and manufacturing staff, who provide remote back office and operations support. The support teams include: • Sales Operations • Procurement (Resin, Materials, Tooling, Logistics) Customer Experience (Customer Service) • Human Capital (HR/Training) Manufacturing • New Product Development/Design EH&S (Safety) • Sustainability • Service Operations (Cart Maintenance/Assembly & Delivery) Technology • Operations Support (Implements and supports our Vision Software Technology platform)	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Rehrig Pacific Company and our dedicated, company-employed sales team sell our proprietary products directly to the end-user. With seven (7) roll-out cart producing plants strategically located throughout the United States, Rehrig can provide the industry's shortest lead times and shortest freight lanes, eliminating any reason to utilize a distribution network.	*

28	Service force.	All of our customer's needs and requests are received by our dedicated company-employed Sales and Customer Service team. If the needs of our customers are related service-related solutions including but not limited to Assembly & Distribution and Cart/Container Maintenance, the Rehrig Pacific company-employed Service Operations Team will receive feedback on those needs from our Sales and Customer Service Team and will engage with our customers to implement solutions consistent with needs and timing of our customers. Our Rehrig Pacific Service Operations Team engages with our customers to support projects across the United States and in Canada	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Rehrig Pacific Company implements JD Edwards (JDE) as its Enterprise Resource Planning system. As such, sales orders are submitted into JDE, and Sales Representatives work closely with their Account Specialists in submitting sales orders. Upon submission into JDE, sales order forms are input with a category code that keys the order as a Sourcewell Cooperative purchasing order. For reporting sales, quarterly sales reports are generated from JDE by selecting and running the report using the Sourcewell category code. Subsequently, the report is reviewed by the relevant Sales Representatives, Account Specialists, and Sales Managers. After review and approval by the relevant parties, the sales report is sent to Sourcewell and, simultaneously, Accounts Payable for processing and payment.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The role of our Account Specialists (Customer Service) is to be the primary point of contact between Rehrig Pacific and our customers. Our Account Specialists are responsible for maintaining customer accounts and files, providing product, solution and service information across all aspects of Rehrig's vertical businesses and industries. The position partners with the Sales Team, fellow Account Specialists, Production, Inventory Control, Scheduling, Shipping, Logistics and Finance teams to ensure customer accounts, order status, production receipts, and shipping are accurate in the system. Responsible for scalability of multiple accounts to small accounts and medium customers with high complexity. The Account Specialists report to the Customer Service Manager for the Environmental Business Unit. Our Environmental Account Specialist Team consists of eight (8) members strategically assigned to Sales Representatives. With eight Account Specialists covering fourteen sales representatives, our better than 1:2 ratio ensures our customers are receiving prompt accurate and professional customer service. Some of the key accountabilities for our Account Specialists include: *Setting up new customer accounts *Maintaining and updating customer records and files *Take customer orders either directly from customers or Sales Representatives *Lead all post sales efforts to ensure customers' needs are met and have a positive buying experience. *Communicate with customers regarding items such as order status, quotations, order changes and confirmations, as well as any complaints or questions *Expedite, track and review customer scheduling requirements *Initiate correction process to resolve customer complaints and service requests *Review customer warranty and submit warranty claims	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Rehrig Pacific Company considers our relationship with Sourcewell to be a beneficial one and we look forward to continuing our relationship. With our market share and industry influence, we have the ability and willingness to provide our products and services to Sourcewell participating entities in the United States. Our current Co-Op contract is a go to sales tool for the Rehrig sales force to provide value to our customers. We currently offer and ship our solutions to municipalities in all 50 states. Our seven (7) manufacturing facilities make the prospect of servicing such a large customer in a large country that much easier.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All of Rehrig Pacific Company's products and services offered in our proposal are available for sale in Canada. Rehrig Pacific employs a Canadian national who has been very successful in selling our containers and technology solutions to cities in Canada. Our manufacturing facilities in Kenosha, WI and Erie, PA provide nearby manufacturing to service and support the Canadian market. Toronto, Calgary, and Edmonton are just three of Rehrig's largest municipal customers.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Rehrig Pacific Company will serve any qualified Sourcewell members in North America.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	As stated earlier, Rehrig Pacific typically does not sell our products to the Education Sector but would certainly sell these members if they had any reason to purchase our containers directly. Once again, we are a company with a far-reaching sales force and the ability to service Sourcewell members in all regions. Our competitors are part of several cooperative purchasing contracts. Currently Rehrig has only one contract with a nationally recognized cooperative purchasing organization and only one with a state contract.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Rehrig Pacific does not have any restrictions that would apply to members in Hawaii, Alaska or US Territories.	*

36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Rehrig Pacific will extend terms of the cooperative agreement to any entities.	*
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Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Rehrig Pacific Company considers our relationship with Sourcewell to be a beneficial one and we look forward to continuing our relationship. With our market share and industry influence, we can provide our products and services to Sourcewell participating entities in the United States, demonstrating our confidence in the value our association serves. Our Sourcewell Co-Op contract is a valuable sales tool for Rehrig, aligning with our strategy to showcase our products, services, and people. To strengthen that relationship, our marketing strategy leverages a comprehensive mix of digital and traditional media to maximize visibility and engagement within the Waste and Recycling industry. We aim to highlight the benefits of cooperative purchasing through Sourcewell, emphasizing our leadership and expertise. This strategy will be implemented across several segments: 1. Trade Shows and Industry Engagement Rehrig Pacific Company participates in numerous regional and national trade shows annually, showcasing our products and services. We are a major sponsor of the National Waste & Recycling Association (NWRA), which hosts Waste Expo, the industry's largest trade show, attracting thousands from both municipal and private sectors. Additionally, we sponsor and are members of The Solid Waste Association of North America (SWANA), which hosts the annual WasteCon trade show. Our sales team also attends various regional trade shows throughout the year. We will highlight our partnership with Sourcewell through our booth designs at these events. Examples: •Major Events: Actively participate in over 50 national and regional events annually. Key sponsorships include the premier annual industry event Waste Expo in May, where we have been the Registration Sponsor for the past five years and the Opening Night Party Sponsor for the past three years. We are a major sponsor of the National Waste & Recycling Association (NWRA), which hosts Waste Expo •Booth and Signage: Secure prime booth locations and prominent signage at major trade shows to enhance visibility. •Speaking Engagements: Participate as speakers and panel members to showcase our thought leadership. 2. Website Our recently updated, user-friendly website provides Sourcewell members with detailed information about our products and services, including specifications, technology services, case studies, videos, sustainability efforts, office locations, and contact information. We will use the website to amplify our partnership with Sourcewell and showcase our growing network of partner brands and companies. Examples: •Video Content: Develop videos for municipalities that showcase the partnership with Sourcewell and its impact on their waste and recycling programs. •Advertorials: Co-author advertorials for Waste Today and Waste 360 to explain the benefits of cooperative purchasing. •Targeted Campaigns: Align on targeted LinkedIn campaigns to build awareness of the power of cooperative buying. 3. Digital Marketing Rehrig Pacific maintains an active presence on LinkedIn, Facebook, Twitter, and YouTube, publishing unique content weekly about our brand, products, services, trade shows, conferences, awards, and recognitions. We have focused on enhancing our LinkedIn presence and sharing our story as an integrated solutions provider. We also highlight new product launches, partnerships, and employee recognition through video content and social banner posts. Examples: •Website and Collateral: Continuously update our website and marketing collateral to reflect on the latest case studies, videos, and success stories related to Sourcewell. •Social media: Utilize both paid and organic LinkedIn campaigns. Paid campaigns will run for 4-6 months annually, focusing on key trade shows and events. Organic posts will be scheduled 2-4 times per month, featuring rollouts and updates. •Email Marketing: Deploy targeted email campaigns timed around major trade shows and specific events to drive engagement and awareness. 4. Advertising We advertise in several industry publications, including Waste 360, and execute digital marketing campaigns across various platforms to reach target audiences. Our past campaigns have utilized Facebook, Google, and LinkedIn for banner ads, video ads, and sponsored content. We also run paid search ads on Facebook and Instagram. Additionally, we distribute direct mail advertisements and publish press releases to highlight new product releases, partnerships, and municipal contract acquisitions. Examples: •Waste 360: Maintain an always-on digital presence with banner ads, high-impact ads, eblasts, and sponsored content such as videos and advertorials.

		•Waste Today: Combine print and digital strategies with full-page ads, advertorials, and digital promotions, including retargeting and email blasts. 5. Sponsorships & National/Business Group Meetings We host special guests, including partners and customers, at our national sales meetings. As a Sourcwell vendor, we encourage Sourcwell representatives to attend and speak to our sales team about the benefits of cooperative purchasing contracts. We also invite partners and customers to visit our RISE (Rehrig Innovation Showcase Experience) Center in Dallas, where they can learn about our company's history, products and services. Examples •Industry Events: Support major industry events and over 50 regional events per year, including silent auctions, charity events, and golf tournaments. •Community Initiatives: Engage in community-focused initiatives to build goodwill and strengthen our brand presence. 6. Measuring Engagement To measure engagement effectively, we will implement a variety of metrics and tools tailored to each marketing tactic: •Digital Marketing Metrics: Track website traffic, page views, time spent on pages, and conversion rates using tools like Google Analytics. Monitor LinkedIn engagement through likes, shares, comments, and click-through rates (CTR). Track email marketing metrics such as open rates, click-through rates, and conversion rates. •Paid Media Metrics: Measure impressions, CTR, and conversion rates for digital ads on platforms like Waste 360 and Waste Today. Assess the effectiveness of retargeting efforts by tracking engagement and conversion rates. •Trade Shows and Industry Engagement Metrics: Track the number of attendees visiting our booth and participating in our sponsored events. Measure the number of leads generated and their subsequent conversion rates. Collect feedback from event participants through surveys. •Creative and Co-Branded Initiatives Metrics: Track views, watch time, and engagement on videos. Measure the reach and engagement of co-authored advertorials through publication metrics and reader feedback. •Sponsorships and Community Engagement Metrics: Track the number of events sponsored and the level of engagement. Collect feedback from community initiatives. •Overall Performance Metrics: Calculate ROI for each marketing tactic, measure customer acquisition cost (CAC), and assess customer lifetime value (CLV). By regularly monitoring these metrics, we can adjust our strategies to optimize engagement and ensure the success of our marketing efforts.	
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Rehrig Pacific Company proudly partners with Salesforce, using tools like Pardot to create effective marketing email blasts and digital campaigns. These tools help us reach our targeted audience with precise messaging. By leveraging Salesforce's CRM, we can identify new sales leads and maintain diligent communication throughout the sales funnel. Each month, we review analytics reports from our website and digital platforms to analyze the success of our recent messages. This helps us determine if adjustments are needed in banners, copy, and other content. On social media, our focus over the past year has been on amplifying our story, products, services, and sustainability efforts through unique content, including videos, banners, and sell sheets, particularly on LinkedIn. This strategy has significantly grown our digital presence, expanding our network, increasing company followers, and boosting monthly impressions, visitors, and engagement on our posts.	*
39	In your view, what is Sourcwell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcwell-awarded agreement into your sales process?	Rehrig's expectation is that Sourcwell will continue to grow the number of eligible participating members who can purchase from or through our agreement. We also expect Sourcwell to continue to support their Vendors in states and cities where procurement practices might preclude them from purchasing off the Sourcwell agreement. Regarding our sales process, our sales organization on the Environmental team will continue to emphasize and promote cooperative purchasing to all prospective Sourcwell members.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	EDI is an industry-accepted form of eProcurement, and we regularly receive PO's and send invoices via EDI to several of our larger customers. We also have customers that use services like Ariba and Coupa for which we can selectively publish catalog items for more advanced use cases.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *
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41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Our automated roll-out carts typically do not require user training, as Municipal Public Works Departments and Sanitation Divisions are already well-versed in their use. Each container is marked with instructions on proper operation and handling. Our sales team is also available to conduct specific product training sessions upon customer request. For our Vision Technology products, Rehrig Pacific provides comprehensive training. This includes hardware installation training during program startups, as well as ongoing software training to ensure effective use of the technology. Rehrig Pacific Company offers our customers the opportunity to tour any of our seven U.S.-based manufacturing plants. These tours provide a firsthand look at the processes used to manufacture and ship our solutions. Additionally, our Rehrig Innovation Showcase Experience (RISE) in Dallas serves as an educational resource, promoting the history, use, and innovation of our products to both customers and employees.	*
42	Describe any technological advances that your proposed Solutions offer.	Vision Software: Rehrig Pacific's proprietary Vision Software was developed internally to provide city and county collection operations with enhanced visibility. Our offerings include Work Order and Inventory Management, Service Verification, Visual Verification, Industrial Container Tracking, and other applications designed to help cities improve efficiency and reduce costs in their collection operations. Co-Injection Manufacturing & Use of PCR: Rehrig Pacific has made significant investments in Co-Injection technology. This process allows us to produce roll-out carts using recycled materials while maintaining our customers' brand colors. As state and federal legislation increasingly requires products to be made with recycled materials, municipalities are demanding that roll-out carts contain at least 30% post-consumer recycled plastic (PCR). Typically, PCR material is multi-colored, making it difficult for competitors to produce carts in colors other than black. However, our Co-Injection process enables us to use multi-colored PCR material for the cart's core while applying the municipality's chosen color to the exterior. This ensures that we can meet legislative requirements and customer preferences for standard colors like green, blue, brown, yellow, and grey.	*

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Green Initiatives: For over a century Rehrig Pacific Company has provided containers to various industries, including waste and recycling containers to an array of customers throughout North America. In the early 1970’s using new grades of recyclable resins and high-pressure molding, Rehrig Pacific began to develop environmentally friendly products. Our containers are manufactured to last, ensuring that quality and length of time used is part of our sustainable promise. We can design and build the right solutions for our customers using a variety of recycled material to meet their needs, while keeping their branding intact. Here is a snapshot of some additional Sustainable initiatives Rehrig Pacific practices. Recyclability: Today, all Rehrig Pacific’s waste and recycling products are 100% recyclable. Because they are 100% recyclable Rehrig offers a Buy Back program (included in our pricing proposal) that allows our customers to return their end-of-useful life (Rehrig) containers back to Rehrig for scrap value. Rehrig uses this material in the manufacturing of new products. As a company, Rehrig Pacific uses nearly 60 million pounds of recycled plastic sourced from both post-industrial and post-consumer waste streams. Every Rehrig product made can be recycled into another Rehrig product at the end of its service. Eco-friendly products are not just good for the environment; they are good for business and an integral strategic part of how we operate. Carbon Footprint: Our seven manufacturing facilities are strategically located throughout the country, decreasing the distance it takes to transport our products to our customers and reducing the amount of carbon emissions released into the atmosphere. In addition, our efficient design of our carts means we can fit more product per truckload, reducing the number of required shipments for the same overall amount of product. With the industry’s greatest capacity (7 locations) we estimate a carbon emissions reduction of 6.6 million pounds (an 86% reduction by comparison) when compared to other cart suppliers who have far greater freight lanes. Rehrig’s manufacturing footprint, design innovation, and efficiency in serving every corner of the country means less emissions, less complexity, and a lot more value to the Municipal customer base. Zero Waste Production: Rehrig takes great pride in our effort to create a “waste free environment” in our manufacturing facilities. Our “Zero Waste” Production Processes ensure that all scrap resin, packaging, and byproduct is reused in the manufacturing process. No aspect of our roll out cart production is wasted; as we recirculate cooling water used in our molds and reclaim our hydraulic fluid. Returnable Packing Containers: At our core, Rehrig Pacific Company has been manufacturing returnable, reusable shipping containers since the early 1960’s. Companies such as Walmart, Pepsi-Cola, Coca-Cola, Kroger and Anheuser-Busch have been purchasing unique proprietary containers from Rehrig to ship their products to market. These containers are designed to be returned and re-used again, often making hundreds of turns. These products have essentially replaced one-way packaging that often ends up in our country’s landfills. Affiliations with TRP and APR: Today Rehrig Pacific Company has partnered with organizations like The Recycling Partnership (TRP) and the Association of Plastics Recyclers (APR). Our partnerships with these two organizations are a commitment by Rehrig Pacific Company to become leaders in the reuse of various recycled materials. This commitment is helping today’s struggling recycling industry find a home for recycled material that is no longer accepted in China and is destined for our landfills and oceans. Our investment in our Co-Injection molding process allows Rehrig to purchase and reuse bulky rigid recycled material. Our commitment is to close the loop and help municipalities meet increasing state and federal recycling goals. In partnership with TRP, Rehrig Pacific Company has committed to the reuse of ocean plastics. With our commitment, Rehrig is helping to find a home for bulky rigid material and reduce the number of plastics from entering our oceans.
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44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	•EcoVadis Sustainability Rating Feb 2024 & Bronze Rated in 2021- EcoVadis is the global standard sustainability management platform for trading partners to equally identify areas of accomplishments and opportunities for improvements with regards to sustainability topics. The platform monitors performance while driving continuous improvement. An EcoVadis Rating provides the requesting company/organization with a trusted assessment of their CSR performance, while enabling their suppliers (RPC) to map out the company's sustainability infrastructure. We rank in the 50th percentile which means Rehrig scored higher than or equal to 50 percent of all companies rated by Ecovadis. •Operation Clean Sweep (OCS) Member Since 2021 Operation Clean Sweep is an international program administered by the American Chemistry Council (ACC) and the Plastics Industry Association, (Plastics) designed to prevent resin pellet, flake and powder loss and help keep this material out of the marine environment. All 7 of our U.S. cart manufacturing plants have made the Operation Clean Sweep ® (OCS) pledge and have become an OCS program partner to help control plastic resin loss worldwide. OCS members commit to making zero pellet loss a priority, assess their company's situation/needs, raise employee awareness, and create accountability and look for ways to improve the program. We must requalify every year to maintain this status. •The Only Cart Manufacturer named a Funding Partner of the Recycling Project-the Recycling Partnership is a national nonprofit organization dedicated to transforming recycling systems across the United States. Their mission is to build a better recycling system by making packaging more circular and meeting collective climate and sustainability goals. To become a funding partner, organizations must be committed to supporting the mission of The Recycling Partnership, participate in strategic discussions /initiatives to improve recycling systems and collaborate with other partners and stakeholders to achieve common goals. •ISO/TS 22002-4 certified locations. We have two (Lawrenceville, GA and Dallas, TX) that are ISO/TS 22002-4 certified, and we are working to obtain certification to this standard in our other plants.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Rehrig Pacific has been a family-owned business for more than 113 years. Rehrig Pacific has 7 U.S. based and Company-Owned manufacturing facilities, each capable of meeting the needs of our Environmental Customers Rehrig Pacific has an in-house dedicated Sales Team, Customer Service Team and Service Operations Team with expertise and long-standing track record of exceeding the expectations of our customers. Rehrig Pacific has the industry's largest menu of roll out containers and ancillary products and services available to Sourcewell members to meet ALL their container needs, technology needs, and ancillary service needs from ONE VENDOR. As an example, municipalities can purchase roll-out carts, specialized roll out carts for Organics collection, plastic commercial containers, award winning bear-resistant carts, public litter containers, office and apartment recycling bins, and rectangular and round recycling bins ALL FROM ONE SOURCE. In addition, Sourcewell members are also able to purchase Rehrig's proprietary Vision Technology solution without having to source this technology from a third party. Conversely, many competing roll-out cart manufacturers who offer technology are buying third party technology or using off the shelf technology. Rehrig Pacific's Buy Back plan allows Sourcewell members to return their old containers to Rehrig to earn scrap value for their containers at the end of their useful life. Lastly, and most important to Sourcewell members, Rehrig Pacific's infrastructure of 14 Territory Sales Manager and 8 Account Specialists, and the industry's greatest capacity gives more Sourcewell members the opportunity to take advantage of shorter lead times, shorter freight lanes, freight cost savings, and a satisfied customer experience without having to purchase their needs from several manufacturers.

46	Describe advancements reflected in the equipment or products offered such as safety, longevity or life cycle cost measures.	Rehrig Pacific Company uses the high-pressure injection- molding process to manufacture almost all our products. Specifically, in many of our roll out carts we also leverage proprietary co-injection technology/process that allows us to incorporate recycled plastic into the core of the products we manufacture while maintaining the desired visual appearance consistent with our customer's brand/color preference. Five of the six (6) leading manufacturers of roll-out carts use the injection- molding process. You will hear equally compelling rationale behind the injection-molding versus rotational molding processes. In the end, the quality of a roll-out cart is not so much about the manufacturing process but rather more centered around three crucial components, product design, material quality and manufacturing. For example, a roll-out cart vendor can have a well-designed roll- out cart but if there is sub-par material being used, or if there isn't enough of the required UV Stabilizer being used, the cart will fail. Same thing is true for manufacturing, regardless of if it's a rotationally molded cart or an injection- molded cart. If the production of the cart is jeopardized in any way, (run too quickly, not cooled long enough, the mold is not filled completely, etc.) the product will fail. That being said there are some important inherent advantages to injection molding. As an injection molder, our molds are designed to include varying geometry in the container's design. Simply, an injection cart mold can have several different wall thicknesses throughout its design. Conversely, a rotationally molded roll-out cart can only have one (or the same) wall thickness throughout the cart. Having the ability to incorporate greater or wall stock in areas of the roll-out cart that sustains greater abuse from the lifting equipment is crucial to the longevity of the cart. The Rehrig cart for example, has greater wall thickness in the bottom and gripping areas by the grab-bar and by the handles where the lids are attached. The rotational molded process only allows for ONE wall thickness, meaning they cannot "beef up" their roll-out cart in places where the roll-out cart experiences the most wear and tear. Injection molders can incorporate more PCR and more types of PCR into their products versus a rotational molder. A rotational molder uses a powder form of resin, making it difficult at best, to incorporate various types of PCR. Lastly, injection molders can produce roll-out carts faster compared to rotational molders. This is crucial to consider when municipalities are looking to purchase large quantities of roll- out carts in a short period of time.	*
47	Describe your organization's approach to the collection, storage, usage, ownership, protection, access, and rights of customer data that is gathered in the normal course of doing business.	Rehrig Pacific Company follows the NIST Cybersecurity Framework v2 to ensure robust information security for both internal operations and customer data. We implement best practices like least privilege, segregation of duties, and security logging. All data handled by our employees, contractors, or third parties is protected under our detailed Data Classification and Protection Policy, ensuring the security of all non-public information. The NIST Cybersecurity Framework is a set of guidelines developed by the U.S. National Institute of Standards and Technology (NIST) to help organizations manage and reduce cybersecurity risks. Please see https://csrc.nist.gov/pubs/cswp/29/the-nist-cybersecurity-framework- csf-20/final to learn more about the NIST cybersecurity Framework	*
48	Describe how your offering encourages/facilitates increased participation and efficiencies in recycling and diversion programs.	Rehrig Pacific is dedicated to making a positive impact on the world, both now and in the future. Our mission is driven by sustainability, and our solutions support a circular economy for our customers. Our products are designed to be recyclable at the end of their life. We collaborate with customers to reclaim end-of-life products and reuse the materials in the production of new carts and containers through our proprietary co-injection process. We have an in-house materials laboratory that evaluates alternative materials. We continuously explore the use of materials like Post-Consumer Resin (PCR) to divert waste from landfills. Roll-Out Cart Features: Our carts are manufactured using the co-injection method with PCR. This process allows us to incorporate more types and quantities of PCR compared to rotational molding, which uses powdered resin and limits PCR integration. We also offer a buyback credit for broken or damaged carts. Technology Features: Our Vision Technology Solution includes several applications that municipal collection operations use to improve efficiency in collecting solid waste, recycling, and organic waste. These technologies, along with our roll-out carts, play a significant role in increasing participation in recycling and diversion programs.	*
49	Identify if your offered technology solutions are available through mobile device applications and with which operating systems they are compatible.	Rehrig's Vision Technology is available through mobile device applications using Apple (ios) and Android operating systems.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☐ Yes ☒ No	Rehrig Pacific is not a certified as any type of disadvantaged business. Because we are a direct manufacturer, we are limited to what we can sub-contract business out to. However, whenever possible Rehrig Pacific Company opts to sub-contract out portions of our contracts to MBE/WBE/DVBE companies who are able to obtain certification in the municipalities we service.	*
51		Minority Business Enterprise (MBE)	☐ Yes ☒ No	No, we are not certified as an MBE	*
52		Women Business Enterprise (WBE)	☐ Yes ☒ No	No, we are not certified as an WBE	*
53		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	No, we are not certified as an DOBE	*
54		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	No, we are not certified as an VBE	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	No, we are not certified as an SDVOB	*
56		Small Business Enterprise (SBE)	☐ Yes ☒ No	No, we are not certified as an SBE	*
57		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	No, we are not certified as an SDB	*
58		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	No, we are not certified as an WOSB	*

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Payment Terms: Net 30 Days	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	Rehrig Pacific Company offers leasing and financing options through Rehrig Financial Services (RFS). Rehrig has been successful in helping cities with financing our various products, especially during tight budget constraints brought on by the Covid-19 pandemic. Upon request, Rehrig will also work with Sourcewell members 3rd party financing companies.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Rehrig Pacific prepares and delivers a proposal document to municipal customers. This document highlights our company's capabilities, values, the quality of our products, and the vehicles we offer to meet municipal needs. Once an opportunity is awarded, we confirm the details through a quote sheet that specifies the awarded products and their specifications.	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Rehrig Pacific does accept P-Card but not offer terms through this process payment would be due upon receipt. If the customer requests our terms of Net 30 then they would be required to send a check or wire payment.	*

63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Rehrig Pacific Company has submitted line-item pricing. Our pricing model is one that is proposing "ceiling pricing" for our products and ancillary services and technology. This price model protects Rehrig Pacific from volatile fluctuations in our raw material (resin) costs. Historically, we have found that municipal orders can vary in size and scope, with some cities needing as few as a hundred containers, to other municipalities who are potentially purchasing thousands and tens of thousands of containers. Our pricing model includes language that would allow a Sourcewell member to work with their Rehrig sales representative for large strategic opportunities. In essence, our pricing is always somewhat negotiable but never higher than the proposed pricing we have submitted in our proposal.	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Rehrig Pacific does not set a pricing discount. Rehrig's pricing is by line-item and represents ceiling pricing. This affords the opportunity for municipalities to receive more competitive pricing on larger opportunities.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	Rehrig's pricing is by line-item and represents ceiling pricing. This affords the opportunity for municipalities to receive more competitive pricing on larger strategic opportunities.	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Just as we have been offering Sourcewell members on our current agreement, Rehrig is proposing a line item titled, "Sourced Goods Option". This line item will allow any Sourcewell member to purchase ancillary and/or related products at Cost +15%.	*
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All of our Sourcewell pricing exclusive of freight and applicable sales tax. Freight cost can vary depending on which Rehrig location the product(s) are produced and shipped from. Spare parts components for our products are available and listed on our proposal and are exclusive of freight and applicable tax. Rehrig has submitted pricing for our Vision Technology items such as hardware installation, training setup and warranty calls.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Rehrig Pacific Company makes great efforts to ensure that our products are received by our customers in a safe, secure, professional, and timely manner. As we do with all our customers, Rehrig will negotiate the most competitive freight rates for the Sourcewell members. Rehrig Pacific Company works directly with third party logistics companies where our annual volume and long-standing relationships provide Rehrig with very competitive freight rates. Once a customer requests a quotation for our products, Rehrig Pacific's Logistics Manager solicits freight quotes from our list of Rehrig-qualified freight carriers. Based on the quotes received, and considering their availability and price, Rehrig then determines which freight carrier will be chosen. Freight charges are always included in our quotations and will appear on the Sourcewell member's invoices.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Rehrig uses the same process for Canada, Alaska, Hawaii and offshore locations as we use in the contiguous 48 states. The freight carrier base we utilize is also the same. Our freight quotations to these locations include all applicable taxes and tariffs. Our shipments to Hawaii are loaded directly onto the shipping container in which we load. For Alaska, the process is different. Rehrig loads our product onto 53' dry vans and the goods are then delivered to the Port of Seattle and trans-loaded onto an intermodal or ocean container and then a barge for their destination. Here they are then trans-loaded into dry-van trailers for final mile delivery. The freight rate Rehrig quotes include all these services.	*

70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As part of our Services product offerings, Rehrig Pacific offers the Assembly & Distribution of our roll-out carts to Sourcewell members' residences. What is unique to Rehrig is that we perform this service internally using company-employed personnel and equipment to offload, assemble and deliver our residential roll-out carts to the individual residences city-wide. Having this service integrated into our offerings eliminates any setbacks or delays by any sub-contracted third-party Assembly & Distribution company. Rehrig is the only roll-out cart manufacturer who offers and manages this service in-house.	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Rehrig Pacific Territory Sales Manager will work with Sourcewell members to ensure the pricing offered and quoted to those members is consistent with the Sourcewell agreement. The quote documentation will be stored in Salesforce and will have Sourcewell documented, and this will be entered into our ERP System (JDE) once the orders are received and confirmed. All invoicing for subsequent orders from Sourcewell members will be coded in JDE as being associated with Sourcewell and it is these codes that will enable the quarterly reporting to Sourcewell.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Our internal metrics will focus on measuring actual performance and activities against the expectations and goals outlined in our Sales Team Key Accountabilities. These accountabilities highlight areas aligned with our Strategic Plan and annual Budget. Each Sales Team member, across all geographical regions, will have proportional goals and responsibilities aimed at maximizing the potential of municipal strategies, leveraging Sourcewell as a key resource to enhance our engagement with municipal customers. We will regularly track actual versus expected results for our Key Accountabilities using Salesforce. Both quantitative and qualitative approaches will be used to evaluate the health of our opportunity pipeline, ensuring our progress aligns with the strategic goals set forth in the Key Accountabilities. Additionally, monthly tracking of actual versus expected results for our annual Budget will be conducted, with action plans developed to address any discrepancies. For Marketing and Outreach Effectiveness, we will monitor metrics such as the number of marketing campaigns, leads generated, and conversion rates from our efforts targeting Sourcewell participating agencies. Activity for these metrics will be documented and measured in Salesforce, which will enable us to optimize strategies, enhance customer engagement, and achieve superior business outcomes. Rehrig utilizes Salesforce as a means for leveraging and measuring all aspects of our sales team including performance and sales (budgets). Using various tools within Salesforce, our sales reps are tracked to measure their activity and are held accountable for developing a list of top 5 municipal prospects. As a company, we also track our monthly and quarterly sales for Sourcewell with an annual goal of increasing our sales 3-5% annually.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Rehrig Pacific Company will agree to pay Sourcewell a two percent (2%) administrative fee on all sales (less freight and applicable taxes) completed and signed through the Sourcewell/Rehrig contract. Administrative fee to be paid quarterly or as frequently as Sourcewell prefers.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	The pricing offered does not fit the categories above. Please specify the basis for the pricing offered, including any unique circumstances or justifications that apply.	The nature of our business is to offer participating entities the most competitive pricing at the time. Each individual opportunity is viewed based on timing, size and scope. Pricing will vary from opportunity to opportunity because of this. Rehrig Pacific' commitment will be that we offer the same pricing we would offer them under any other cooperative purchasing agreement.

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Rehrig Pacific Company is proposing the most complete menu of plastic containers routinely used within the Solid Waste & Recycling Industry today. Rehrig Pacific Company is proposing vertically integrated Technology and Service Solutions which were developed to bring visibility to Solid Waste & Recycling collection operations, helping them to gain efficiency and drive out cost. Recycling Bins Our vast menu of products includes various sizes of curbside recycling bins used in manual recycling collection programs. These products include 14 and 18-gallon curbside recycling bins, 25 and 32-gallon Round curbside recycling bins, a 4-gallon Office Paper recycling bin, a 6-gallon Apartment recycling bin and a 2-gallon Food Waste collection bin. Residential Roll-Out Carts for Recycling, Solid Waste, Yard Waste/Organics Collection. Our complete line of residential collection containers used in semi-automated and fully automated collection programs include the commonly preferred sizes of 35- gallon, 65-gallon and 95- gallon roll-out carts. In addition, Rehrig also offers an 18- gallon (65- liter), a 20-gallon (80-liter) and a 100-liter container for Organics collection. Lastly, Rehrig Pacific offers a patented IGBC certified Bear Resistant roll-out cart in 35, 65 and 95-gallon sizes. Rehrig also offers various accessories and styles of gravity locks designed for programs who experience high scavenging rates or simply want to protect the waste stream inside the container. Rehrig's roll- out carts have been the choice of some of the Solid Waste Industry's more elite collection programs including the Cities of Los Angeles, Seattle, Edmonton, San Diego, Toronto. Commercial Containers & Public Litter Containers Rehrig Pacific also offers a line of plastic commercial containers used in the collection of commercial waste and recycling. Our Public Litter Containers (PLC's) are also offered and are used for the collection of waste in city parks and downtown areas. Services Rehrig Pacific Company, under our Field Service Group, offers services related to the Solid Waste Industry. These services are performed internally by Rehrig Pacific employees and include Assembly & Distribution, Container Management, Cart Reclamation/Removal, RFID Retrofitting Services, Route Auditing, Yard Cleanups, Mailers and Software Technology. Rehrig's proprietary Vision software platform includes several applications to track assets in real time using RFID and GPS. Our Vision technology provides multi-level visibility that helps reduce operating costs, increase sales, and preserve capital. Vision Technology Applications include Work Order + Inventory, Service Verification, and Industrial Container Tracking. Material Buyback Rehrig Pacific Company provides a Buyback program where Rehrig Pacific Company will repurchase Rehrig's containers that have reached the end of their useful life. The repurchase will be at the current rate of scrap high density polyethylene (HDPE) at the time of sale multiplied by the number of pounds of material retrieved from each container minus freight.
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	In addition to our core plastic, Rehrig Pacific offers ancillary products services related to the Solid Waste & Recycling industry. These products can be categorized as Technology and Services Offerings and are included in our proposed pricing.

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
77	Residential, commercial, and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition	☒ Yes ☐ No	Rehrig Pacific can offer all these products to participating entities. •Residential-sized refuse and recycling containers in three sizes and models: •95,65 and 35 Gallons •Enviroguard (EG) and Nestable Bar (NB). •We offer collection bins in the following sizes: •18 Gallon Huskylite Recycling Bin •Open Handle 32Gallon Round Can •25 Gallon Round Can •We offer the following Bear Carts sizes •Fully Automated 95 & 65 Bear Resistant Roll Out Carts •35 Gallon Semi-Automated Bear Resistant Roll Out Cart. Our Carts are easy for residents to roll to the curb, robust and compatible with automated lift arms, and are constructed from high-quality, durable plastic with the ability to include recycled materials	*
78	Lift and tipping solutions for stationary carts and dumpsters	☐ Yes ☒ No	Rehrig Pacific does not offer tipping solutions, but we do have an in-house design team capable of working with our customers to develop solutions to meet their needs, challenges and goals.	*
79	Maintenance, repair, and similar services of containers	☒ Yes ☐ No	Rehrig Pacific offers a comprehensive cart maintenance program. We manage the delivery, pickup, repair, and maintenance of all roll-out carts in your service area. For a monthly fee per cart, we handle requests from residential customers for new pickup service, end of service, additional carts, cart size changes, lost or stolen carts, and cart repairs. Our local field service team responds promptly and courteously, adhering to your established customer protocols.	*

80	Technology solutions related to the management of, planning for, and/or processes related to collection of refuse and recycling materials solutions described in line 77-79, above.	☒ Yes ☐ No	•Work Order + Inventory enables real time confirmation of container movements without the need for manual reporting. It can provide visibility into container stock, inventory, eliminating the need for manual checks. •Service Verification captures accurate collection data with RFID and photo exception events with truck-mounted RFID and Camera Hardware that directly feeds into Vision reporting and Map Center. Eliminates the need to scroll through footage for collection proof and aggregates data to manage route balance and reduce call-backs, confirms that drivers pick up on schedule, bins are in the right places, and work is getting done on time. •Visual Verification provides a two-camera system that captures visual evidence of services, or attempted services, which are easily documented and verified. With this service, customers can capture service completion, identify curbside contaminants and record bulky pick-ups. •Industrial Container Tracking lets you know where your containers are through an easy-to-use interface that loads onto your existing iOS or Android devices, reducing the need for manual drivers and physical confirmation Scalable and secure, Vision® Technology uncovers opportunities for enhanced efficiency, leading to improved outcomes and increased resident satisfaction.	*
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Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 81. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Line Item	Do you have exceptions or modifications to propose?	Acknowledgement *
81		☐ Yes ☒ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- [Pricing](#) - Rehrig Pacific Company - Pricing - Sourcewell RFP 120324 Plastic Containers-Final.xlsx - Sunday December 01, 2024 16:01:04
- [Financial Strength and Stability](#) - Rehrig Pacific Company - Rehrig Financials - RFP 120324 Plastic Containers.pdf - Tuesday November 26, 2024 18:38:42
- [Marketing Plan/Samples](#) - Rehrig Pacific Company - Marketing Plan - RFP 120324 Plastic Containers.pptx - Wednesday November 20, 2024 11:30:10
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - City of Kansas City- 65G Trash February 2024 Final_Redacted.pdf - Thursday November 07, 2024 12:28:34
- Requested Exceptions (optional)
- [Upload Additional Document](#) - RPC Response to Sourcewell RFP #120324 Plastic Refuse&Recycling Containers & Tech. Solutions..pdf - Wednesday November 27, 2024 10:33:52

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jack Webber, National Accounts Manager- Municipal Accounts , Rehrig Pacific Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Plastic_Refuse_Recycling_RFP_120324 Mon November 25 2024 05:22 PM	☒	2
Addendum_3_Plastic_Refuse_Recycling_RFP_120324 Fri November 8 2024 02:45 PM	☒	1
Addendum_2_Plastic_Refuse_Recycling_RFP_120324 Tue October 29 2024 05:02 PM	☒	1
Addendum_1_Plastic_Refuse_Recycling_RFP_120324 Mon October 28 2024 03:45 PM	☒	1

Rehrig Pacific Company 120324-REH

Pricing for contract #120324-REH offers Sourcewell participating agencies the following discounts:

- Pricing is by line-item and represents ceiling pricing.
- Rehrig's pricing is volume-tiered based on ceiling pricing that leaves the opportunity to receive more competitive pricing on larger strategic opportunities

Price Notes:

All pricing is FOB: Destination - Rehrig will bill Unit Price + actual freight for all orders.

Lead Time for all orders is 31-60 Days after receipt of order.

All products can be manufactured with up to 30% Recycled Polyethylene.

Canadian Pricing: Pricing for all Canadian Sourcewell members will be based on the current exchange rate at the time of manufacturing and delivery. Rehrig Pacific Account Specialists will provide quotations that will include the current exchange rate.

NOTE: Pricing includes a comprehensive menu of containers, technology and services for Sourcewell members to customize their specific container needs. As such, each project must be priced individually. Please contact your Rehrig Pacific sales representative directly to review the options and pricing so that all of your needs and questions are met. For additional information, please contact Rehrig Pacific Company's

Product Category	Product Family	Part Number	Part Weight	Units per Truckload	Details	Price (per Unit) Truckload QTY
RECYCLE BINS	14G RECYCLE BIN	RB-14 (RB_N)	3.80	6,000		\$ 11.77
RECYCLE BINS	18G RECYCLE BIN	RB-18 (RB-NL)	4.21	4,800		\$ 11.79
RECYCLE BINS	25G ROUND BIN	Round Can-25	8.30	1,456		\$ 23.08
RECYCLE BINS	32G ROUND BIN	Round Can-32	9.35	1,456		\$ 23.65
RECYCLE BINS	2G RECYCLE BIN	FWC-2G	1.73	14,000		\$ 6.12
RECYCLE BINS	4G RECYCLE BIN	ORB-4G	1.40	14,000		\$ 7.10
RECYCLE BINS	6G RECYCLE BIN	ARB-6G	2.00	10,920		\$ 7.34
RECYCLE BINS	7G RECYCLE BIN	7G RB	3.00	1,872		\$ 15.21
ROLLOUT CARTS	35G EG ROC + LID	ROC-35EG	15.25	1,150		\$ 42.57
ROLLOUT CARTS	35G MB ROC + LID	ROC-35MB	15.25	1,080		\$ 42.57
ROLLOUT CARTS	65G EG ROC + LID	ROC-65EG	25.00	936		\$ 51.60
ROLLOUT CARTS	65G NB ROC + LID	ROC-65NB	25.90	648		\$ 51.66
ROLLOUT CARTS	95G EG ROC + LID	ROC-95EG	30.40	702		\$ 56.33
ROLLOUT CARTS	95G NB ROC + LID	ROC-95NB	34.20	486		\$ 56.59
ROLLOUT CARTS	65L ROC + LID	ROC-65L	16.40	875		\$ 48.15
ROLLOUT CARTS	80L ROC + LID	ROC-80L	17.90	875		\$ 48.25
ROLLOUT CARTS	100L ROC + LID	ROC-100L	15.94	1,150		\$ 33.66
ROLLOUT CARTS	35G BEAR ROC	ROC-35 Bear	20.82	474		\$ 201.46
ROLLOUT CARTS	65G BEAR ROC	ROC-65 Bear	26.45	480		\$ 251.85
ROLLOUT CARTS	95G BEAR ROC	ROC-95 Bear	25.25	315		\$ 276.77
LITTER CONTAINERS	Public Litter Container (PLC)-60 Gallon	PLC-60	60.00	130		\$ 379.20
LITTER CONTAINERS	Public Litter Container (PLC)-75 Gallon	PLC-75	74.00	128		\$ 443.18
COMMERCIAL CONTAINERS	1 Yard Front Load Organics	CC-1YFL	260.00	24		\$ 1,268.20
COMMERCIAL CONTAINERS	2 Yard Front Load	CC-2YFL	225.00	42		\$ 1,065.75
COMMERCIAL CONTAINERS	3 Yard Front Load	CC-3YFL	245.00	36		\$ 1,117.15
COMMERCIAL CONTAINERS	4 Yard Front Load	CC-4YFL	295.00	20		\$ 1,345.65
Sourced Goods Option- Ancillary/Related Products	Sourced Goods Option- Ancillary/Related Products		N/A	N/A		Cost + 15%
SERVICES	A&D	246641	N/A	N/A	Service Details	Up To \$10.00 per Cart
SERVICES	Route Audit	246633	N/A	N/A	Service Details	\$3.00 per Home
SERVICES	Work Orders	246633	N/A	N/A	Service Details	\$2,000 per Crew per Day
SERVICES	Container Reclamation	292656	N/A	N/A	Service Details	\$9.00 per Cart per Attempt
SERVICES	Residential UHF RFID Retrofit	246633	N/A	N/A	Service Details	\$7.25 per Cart per Attempt
SERVICES	Commercial UHF RFID Retrofit	246633	N/A	N/A	Service Details	\$30.00 per Container per Attempt
SERVICES	Container Maintenance	250544	N/A	N/A	Service Details	\$35,000 per Month (Up to 100 Work Orders per Day) with driving distance up to 125 miles per Day (per Truck)
SERVICES	Website Setup	403441	N/A	N/A	Service Details	\$4,500.00
SERVICES	Website Hosting	404460	N/A	N/A	Service Details	\$600 per Month
SERVICES	Website Sign-ups	404486	N/A	N/A	Service Details	\$1.00 per Website Submission
TECHNOLOGY	Vision SAAS—WOI Desktop User	303087	N/A	N/A	Technology Details	\$250.00
TECHNOLOGY	Vision SAAS—WOI Mobile User	303095	N/A	N/A	Technology Details	\$275.00
TECHNOLOGY	Implementation Services	246684	N/A	N/A	Technology Details	\$2,000/day
TECHNOLOGY	Vision Database Setup	287283	N/A	N/A	Technology Details	\$2,500.00
TECHNOLOGY	Vision SAAS—SV Truck	302279	N/A	N/A	Technology Details	\$150.00
TECHNOLOGY	Vision RFID Reader	246570	N/A	N/A	Technology Details	\$9,900.00
TECHNOLOGY	Observation Panel Kit	434108	N/A	N/A	Technology Details	\$1,500.00
TECHNOLOGY	Vision SAAS—SV Desktop User	303079	N/A	N/A	Technology Details	\$250.00
TECHNOLOGY	Analytics Solution Add On	509000	N/A	N/A	Technology Details	\$50.00
TECHNOLOGY	Vision SAAS— ICT Desktop User	303204	N/A	N/A	Technology Details	\$250.00
TECHNOLOGY	Vision SAAS— ICT Mobile User	303191	N/A	N/A	Technology Details	\$275.00
TECHNOLOGY	Vision SAAS-CR Desktop	531039	N/A	N/A	Technology Details	\$1,200.00
TECHNOLOGY	Vision SAAS- CR Mobile	531047	N/A	N/A	Technology Details	\$275.00
TECHNOLOGY	Collection Route Optimization	531522	N/A	N/A	Technology Details	n/a
TECHNOLOGY	Vision SAAS VV Desktop	531063	N/A	N/A	Technology Details	\$200.00
TECHNOLOGY	Vision SAAS- VV Truck	531071	N/A	N/A	Technology Details	\$200.00

TECHNOLOGY	Camera VV Kit	531021	N/A	N/A	Technology Details	\$2,000.00
TECHNOLOGY	Printed Barcode Label	246431	N/A	N/A	Technology Details	\$5.00
TECHNOLOGY	Printed Barcode/RFID Label	246406	N/A	N/A	Technology Details	\$5.00
TECHNOLOGY	Commercial Container RFID Tags	246406	N/A	N/A	Technology Details	\$25.00
TECHNOLOGY	Antenna/Annunciator	346502	N/A	N/A	Technology Details	\$600.00
TECHNOLOGY	50' Power Cable	302501	N/A	N/A	Technology Details	\$187.00
TECHNOLOGY	75' Power Cable	302519	N/A	N/A	Technology Details	\$290.00
TECHNOLOGY	100' Power Cable	302527	N/A	N/A	Technology Details	\$320.00
TECHNOLOGY	50' Observation Cable	246481	N/A	N/A	Technology Details	\$320.00
TECHNOLOGY	80' Observation Cable	246490	N/A	N/A	Technology Details	\$545.00
TECHNOLOGY	Mounting Bracket	303360	N/A	N/A	Technology Details	\$320.00
TECHNOLOGY	Service Request Website	509026	N/A	N/A	Technology Details	n/a
TECHNOLOGY	Website Maintenance	509018	N/A	N/A	Technology Details	n/a
TECHNOLOGY	Communication Service	508998	N/A	N/A	Technology Details	n/a
TECHNOLOGY	Communication Service SMS	508947	N/A	N/A	Technology Details	\$0.04
TECHNOLOGY	Communication Phone Calls	508955	N/A	N/A	Technology Details	\$0.04
TECHNOLOGY	Communication Email	508963	N/A	N/A	Technology Details	\$0.04
TECHNOLOGY	100K Communication Email	511142	N/A	N/A	Technology Details	\$400.00
TECHNOLOGY	Look up	516980	N/A	N/A	Technology Details	\$0.04
TECHNOLOGY	Answering Machine Detection	516998	N/A	N/A	Technology Details	\$0.04
TECHNOLOGY	Software Development	246625	N/A	N/A	Technology Details	\$300.00
TECHNOLOGY	Data Handling	395284	N/A	N/A	Technology Details	\$150.00
TECHNOLOGY BUNDLE	VISION 3 USER TEAMS TRAINING	589935	N/A	N/A	Technology Details	\$1,020.00
TECHNOLOGY BUNDLE	VISION 3 USER ONSITE TRAINING	589943	N/A	N/A	Technology Details	\$1,295.00
TECHNOLOGY BUNDLE	VISION 5 USER TEAMS TRAINING	589951	N/A	N/A	Technology Details	\$1,520.00
TECHNOLOGY BUNDLE	VISION 5 USER ONSITE TRAINING	589960	N/A	N/A	Technology Details	\$1,795.00
TECHNOLOGY BUNDLE	VISION 10 USER TEAMS TRAINING	589978	N/A	N/A	Technology Details	\$2,770.00
TECHNOLOGY BUNDLE	VISION 10 USER ONSITE TRAINING	589986	N/A	N/A	Technology Details	\$3,045.00
TECHNOLOGY BUNDLE	VISION 15 USER TEAMS TRAINING	589994	N/A	N/A	Technology Details	\$4,020.00
TECHNOLOGY BUNDLE	VISION 15 USER ONSITE TRAINING	590004	N/A	N/A	Technology Details	\$4,295.00
TECHNOLOGY BUNDLE	VISION 20 USER TEAMS TRAINING	590012	N/A	N/A	Technology Details	\$5,270.00
TECHNOLOGY BUNDLE	VISION 20 USER ONSITE TRAINING	590021	N/A	N/A	Technology Details	\$5,545.00
TECHNOLOGY BUNDLE	VISION TRUCK SERVICE	590101	N/A	N/A	Technology Details	\$250.00
TECHNOLOGY BUNDLE	VISION RFID READER	590266	N/A	N/A	Technology Details	\$10,650.00
TECHNOLOGY BUNDLE	VISION RFID READER OBS	590274	N/A	N/A	Technology Details	\$11,400.00
TECHNOLOGY BUNDLE	VISION RFID READER OBS 1CAM	590282	N/A	N/A	Technology Details	\$13,650.00
TECHNOLOGY BUNDLE	VISION RFID READER OBS 2CAM	590291	N/A	N/A	Technology Details	\$14,150.00
TECHNOLOGY BUNDLE	VISION RFID READER RL	590303	N/A	N/A	Technology Details	\$10,970.00
TECHNOLOGY BUNDLE	VISION RFID READER RL OBS	590311	N/A	N/A	Technology Details	\$12,470.00
TECHNOLOGY BUNDLE	VISION RFID READER RL OBS 1CAM	590320	N/A	N/A	Technology Details	\$13,970.00
TECHNOLOGY BUNDLE	VISION RFID READER RL OBS 2CAM	590338	N/A	N/A	Technology Details	\$14,470.00

QR Code Pricing

QR codes Microsites with Vision	QR codes Microsites with Vision	632411	N/A	N/A	- Technology Details	\$20,000
QR codes Microsites without Vision	QR codes Microsites without Vision	632420	N/A	N/A	- Technology Details	\$26,000



PAYMENT SCHEDULE FOR PARTICIPATING SOURCEWELL MEMBERS

Spare Parts Unit Pricing Schedule Pricing Sheet for #041521-REH

Custom Colored or Branded Lids: (Inclusive of Lid Pins)	Manufacturer:	Part Number	Per Unit Sell Price Excluding Freight	Minimum Quantity
35 Gallon Lids	Rehrig Pacific Company	ROC-35 Lid Custom	\$18.00	100
65 Gallon Lids	Rehrig Pacific Company	ROC-65 Lid Custom	\$19.00	100
95 Gallon Lids	Rehrig Pacific Company	ROC-95 Lid Custom	\$20.00	100
18 Gallon Lids	Rehrig Pacific Company	ROC-18 Lid Custom	\$6.00	100
25/32 Gallon Round Bin Lids	Rehrig Pacific Company	ROC-25/32 Lid Custom	\$6.00	100
Black Lids: (Inclusive of Lid Pins)			Per Unit Sell Price Excluding Freight	Minimum Quantity
35 Gallon Lids	Rehrig Pacific Company	ROC-35 Lid Black	\$17.00	100
65 Gallon Lids	Rehrig Pacific Company	ROC-65 Lid Black	\$18.00	100
95 Gallon Lids	Rehrig Pacific Company	ROC-95 Lid Black	\$19.00	100
18 Gallon Lids	Rehrig Pacific Company	ROC-18 Lid Black	\$5.00	100
25/32 Gallon Round Bin Lids	Rehrig Pacific Company	ROC-25/32 Lid Black	\$5.00	100
Lid Options:			Per Unit Sell Price Excluding Freight	Minimum Quantity
Aerated/Perimeter Lid Vents	Rehrig Pacific Company	ROC Lid Vent	Add \$5.00 to price of lid	150
Newspaper Slot	Rehrig Pacific Company	ROC News Slot	Add \$5.00 to price of lid	150
Round Hole	Rehrig Pacific Company	ROC Round Hole	Add \$5.00 to price of lid	150
Domed Lids (fits on 95G Cart)	Rehrig Pacific Company	ROC Domed Lid	\$80.00	150
BMSO Wheels:			Per Unit Sell Price Excluding Freight	Minimum Quantity
8" Wheels for 35 G. Only	Rehrig Pacific Company	ROC-8" BWheel	\$6.00	50
10" Wheels	Rehrig Pacific Company	ROC-10" BWheel	\$6.00	50
12" Wheels	Rehrig Pacific Company	ROC-12" BWheel	\$6.00	50
Treaded Wheels:			Per Unit Sell Price Excluding Freight	Minimum Quantity
8" Wheels for 35G Only	Rehrig Pacific Company	ROC-8" RTWheel	\$10.00	50
10" Wheels	Rehrig Pacific Company	ROC-10" RTWheel	\$10.00	50
12" Wheels	Rehrig Pacific Company	ROC-12" RTWheel	\$10.00	50
Additional Parts:			Per Unit Sell Price Excluding Freight	Minimum Quantity
Axles/All Sizes	Rehrig Pacific Company	ROC-Axle	\$6.00	25
Metal Catch Bars	Rehrig Pacific Company	ROC-Metal CB	\$4.00	25
Lid Pins	Rehrig Pacific Company	ROC-Lid Pin	\$1.00	100
Lid Pin Removal Tool (Available in Atlanta)	Rehrig Pacific Company	ROC-Lid Pin Removal Tool	\$63.00	10
Bar Code Sticker	Rehrig Pacific Company	ROC-Bar Code Stk	Refer to Tech PM	100
RFID Enabled Bar Code Sticker	Rehrig Pacific Company	ROC-RFID Bar Code Stk	Refer to Tech PM	100
In-Mold Label Fees:			Per Unit Sell Price Excluding Freight	Minimum Quantity
In-Mold Label 3" x 13"	Rehrig Pacific Company	In-Mold Label 3"x 13"	\$2.00	Full Truck Load
In-Mold Label 8" x 12"	Rehrig Pacific Company	In-Mold Label 8"x 12"	\$2.00	Full Truck Load
In-Mold Label 9.5" x 14.5"	Rehrig Pacific Company	In-Mold Label 9.5"x 14.5"	\$2.00	Full Truck Load
In-Mold Label 3" x 13"	Rehrig Pacific Company	In-Mold Label 3"x 13"	\$3.50	Less Than Truckload
In-Mold Label 8" x 12"	Rehrig Pacific Company	In-Mold Label 8"x 12"	\$3.50	Less Than Truckload
In-Mold Label 9.5" x 14.5"	Rehrig Pacific Company	In-Mold Label 9.5"x 14.5"	\$3.50	Less Than Truckload
Brand Plate Fees:			Per Unit Sell Price Excluding Freight	Minimum Quantity
65/95G Lid Plate	Rehrig Pacific Company	ROC Lid Plate-65/95	\$400.00	1
32/35G Lid Plate	Rehrig Pacific Company	ROC Lid Plate-32/35	\$400.00	1
65/95G Body Plate	Rehrig Pacific Company	ROC Body Plate 65/95	\$700.00	1
32/35G Body Plate/18G/14G	Rehrig Pacific Company	ROC Body Plate 32, 35, 18, 14	\$400.00	1
Custom Options:			Per Unit Sell Price Excluding Freight	Minimum Quantity
Round Side Vent	Rehrig Pacific Company	ROC-R Side Vent	\$6.00	112
Lock Options for 95G & 65G Cart:			Per Unit Sell Price Excluding Freight	Minimum Quantity
(Gravity Lock)	Rehrig Pacific Company	Gravity Lock	\$36.00	10 (Standalone) 112 (When Purchased w/ROC)
(Internal Lock) - Manual or Keyed	Rehrig Pacific Company	Internal Lock	\$17.00	10 (Standalone) 112 (When Purchased w/ROC)
Lid Hasp Latch (no lock)	Rehrig Pacific Company	Lid Hasp	\$4.00	10 (Standalone) 112 (When Purchased w/ROC)
Safewaste Latch	Rehrig Pacific Company	Safewaste Latch	\$4.30	10 (Standalone) 112 (When Purchased w/ROC)
Custom Options for 35G Cart:			Per Unit Sell Price Excluding Freight	Minimum Quantity
35EG - (Gravity Lock)	Rehrig Pacific Company	Automated Disc Lock	\$36.00	10 (Standalone) 112 (When Purchased w/ROC)
35EG - (Manual Lock)	Rehrig Pacific Company	Manual Disc Lock	\$10.00	10 (Standalone) 112 (When Purchased w/ROC)

All Above Suggested Pricing DOES NOT Include Freight Charges



COMMERCIAL CONTAINER SPARE PARTS & PRICING
SOURCEWELL #041521-REH
Q2 2024

Spare Parts

Item Number	3rd Item Number	Description	Unit Cost
252208	HD189	2YDLID	\$25.00
252216	HD190	3YDLID	\$27.00
252224	HD191	4/6/8 YDLID	\$28.00
303271	303271	2YDLID - DOUBLE WALLED	\$32.00
305082	305082	3YDLID - DOUBLE WALLED	\$33.00
305091	305091	4/6/8 YD LID - DOUBLE WALLED	\$37.00
394011	394011	2YDLID - DOUBLE WALLED BLUE	\$37.00
394020	394020	3YDLID - DOUBLE WALLED BLUE	\$35.00
252128	HD181	4PCSCASTER PLATE KIT	\$25.00
252187	HD187	RIGID CASTER (FRONT TO BACK)	\$16.00
252152	HD184	SWIVEL CASTER	\$16.00
252161	HD185	LOCKING SWIVEL CASTER	\$20.00
252179	HD186	RIGID CASTER (SIDE TO SIDE)	\$15.00
252144	HD183	LID ROD - 73.75"	\$7.00
395381	HD183A	LID ROD - 74.75"	\$7.00
395399	HD183B	LID ROD - 64.75"	\$7.00
252566	HD238	REAR LOAD HANDLE	\$18.00
252742	HD258	2YDFL CENTER CHANNEL	\$40.00
252751	HD259	3YDFL CENTER CHANNEL	\$40.00
252769	HD260	4YDFL CENTER CHANNEL	\$40.00
252380		2/3 yard sleeve	\$44.00
252398		4yd yard sleeve	\$52.00

All Above Suggested Pricing DOES NOT Include Freight Charges

Options

Part	Unit Cost
Attached casters (install fee) per container	\$10
Manual Lock Bar (kit)	\$75
Gravity Lock Bar (kit)	\$105
Nustert for Manual lock	\$15
Nustert for Gravity Lock	\$18
Tow Kit	\$350
2yd Bottom Hook kit	\$170
3yd Bottom Hook Kit	\$180
Drain Plug (ea)	\$12
Graphics	Quoted per order
Stenciled Numbers	Quoted per order
Serial Numbers	Quoted per order
Center Channels	\$45
RL Handle	\$20
80" trunion bar	Quoted per order

Standard Colors

Black
Cocoa Brown
Dark Blue
Forest Green
GFL
Grey
Kelly Green
Kentwood Blue
Republic Blue

SERVICE & TECHNOLOGY DETAILS

Service	Service Details
A&D	Assembly and Distribution to residents. Minimum order of 3000 deliveries required. Customer must provide staging yard, electronic address list and delivery maps.
Route Audit	Minimum of 5,000 homes required. Price is a range due to multiple parameters and will be determined once a questionnaire for a scope of services is completed.
Work Orders	When Rehrig resources are in the area or a minimum of 5 days of work required. Customer must provide electronic work order list and all parts/components for completion of work orders
Container Reclamation	Franchise container reclamation and customer provides staging area, electronic address list, and route maps. Price will be determined once a questionnaire is complete
Residential UHF RFID Retrofit	Minimum of 5,000 residential containers required. Pricing does not include RFID tag. Service is also available for commercial containers and final price will be provided upon completion of a questionnaire.
Commercial UHF RFID Retrofit	Pricing does not include RFID tag and final price will be provided upon completion of a questionnaire.
Container Maintenance	Rate is estimated and considers two employee, two trucks, working out of the customer facility for no additional cost. Final price will be determined upon completion of questionnaire, site visit, and customer Service Level Agreements. Minimum three year agreement.
Website Setup	Website Design, custom renders, selection setup.
Website Hosting	Cloud Database Hosting. Minimum 1 month. Per month.
Website Online Signups	Server data extraction of website resident responses. Per website submission
Buy-Back	Buy-Back Details
HDPE (Rehrig, Otto, Cascade and Schaefer) No credits will be issued for warrantied containers	Credit \$0.06-\$0.10 per pound less freight
LDPE (Toter)	No offer
Other Scrap (miscellaneous returns)	No offer
Technology	Technology Details
Vision SAAS—WOI Desktop User	Per Desktop user per month. Minimum of 2 Users Per Month.
Vision SAAS—WOI Mobile User	Per Mobile user per month. Customer Provided iOS/Android Smart Phone of Tablet Required
Implementation Services	2 days minimum for initial implementation. Installation of hardware and additional training beyond 2 days will be quoted by the TPM for resources. Pricing is \$2,000 per TPM per day. Estimated installation of two trucks per person per day.
Vision Database Setup	1 minimum for initial implementation. Vision Database Setup. Address scrubbing and import
Vision SAAS—SV Truck	Per truck per month. Rehrig RFID Reader Hardware Required
Vision RFID Reader	Includes One-Year Warranty, power cable, antenna
Observation Panel Kit	Includes Observation Panel and cable
Vision SAAS—SV Desktop User	Per Desktop user per month. Minimum of 2 Users Per Month. Big Data Analytics Feature Included
Analytics Solution Add On	Per Desktop user per month. Only applicable to legacy customers before Big Data Analytics become standard with our desktop pricing.
Vision SAAS— ICT Desktop User	Per Desktop user per month. Minimum of 2 Users Per Month & Big Data Analytics
Vision SAAS— ICT Mobile User	Per Mobile user per month. Customer Provided iOS/Android Smart Phone of Tablet Required
Vision SAAS-CR Desktop	Per Desktop user per month.
Vision SAAS- CR Mobile	Per Mobile user per month.
Collection Route Optimization	Pricing Varies Per Project
Vision SAAS VV Desktop	Per Desktop user per month. Minimum of 2 Users Per Month.
Vision SAAS- VV Truck	Per truck per month. Rehrig RFID Reader Hardware and Camera VV Kit Required
Camera VV Kit	2 bundle camera set. Rehrig RFID Reader Hardware required.
Printed Barcode Label	Printed Barcode label.
Printed Barcode/RFID Label	Printed Barcode/RFID Label
Commercial Container RFID Tags	Commercial Container RFID Tags
Antenna/Annunciator	External GSM/GPS/WiFi Antenna
50' Power Cable	50' Waterproof Power Cable to 12V DC Truck
75' Power Cable	75' Waterproof Power Cable to 12V DC Truck
100' Power Cable	100' Waterproof Power Cable to 12V DC Truck
50' Observation Cable	50' Observation cable compatible with 3 button observation panel
80' Observation Cable	70' Observation cable compatible with 3 button observation panel
Mounting Bracket	Adjustable mounting bracket for rear load trucks
Service Request Website	Costs vary based on customer requirements.
Website Maintenance	Costs very based on customer requirements.
Communication Service	Costs vary based on customer requirements (location in US or Canada, volume)
Communication Service SMS	Price per sms (text).
Communication Phone Calls	Price per minute (pre-recorded phone call).
Communication Email	Price per email over allowable 100,000 emails per month.
100K Communication Email	Price per month for 100,000 emails.
Look up	Per look up.
Answering Machine Detection	Per answering machine detection.
Software Development	Custom Development Cost
Data Handling	Data Handling
VISION 3 USER TEAMS TRAINING	up to 3 users can be desktop or mobile with a 3 hours virtual training and yearly maintenance
VISION 3 USER ONSITE TRAINING	up to 3 users can be desktop or mobile with onsite training and yearly maintenance
VISION 5 USER TEAMS TRAINING	up to 5 users can be desktop or mobile with a 3 hours virtual training and yearly maintenance
VISION 5 USER ONSITE TRAINING	up to 5 users can be desktop or mobile with onsite training and yearly maintenance
VISION 10 USER TEAMS TRAINING	up to 10 users can be desktop or mobile with a 3 hours virtual training and yearly maintenance
VISION 10 USER ONSITE TRAINING	up to 10 users can be desktop or mobile with onsite training and yearly maintenance
VISION 15 USER TEAMS TRAINING	up to 15 users can be desktop or mobile with a 3 hours virtual training and yearly maintenance
VISION 15 USER ONSITE TRAINING	up to 15 users can be desktop or mobile with onsite training and yearly maintenance

VISION 20 USER TEAMS TRAINING	up to 20 users can be desktop or mobile with a 3 hours virtual training and yearly maintenance
VISION 20 USER ONSITE TRAINING	up to 20 users can be desktop or mobile with onsite training and yearly maintenance
VISION TRUCK SERVICE	Truck service for RFID reader and/ or cameras
VISION RFID READER	Vision RFID Reader (Reader Kit includes accessories and installation)
VISION RFID READER OBS	Vision RFID Reader (Reader Kit includes accessories, OBS Panel, and installation)
VISION RFID READER OBS 1CAM	Vision RFID Reader (Reader Kit includes accessories, OBS Panel, 1 Camera and installation)
VISION RFID READER OBS 2CAM	Vision RFID Reader (Reader Kit includes accessories, OBS Panel, 2 Camera sets and installation)
VISION RFID READER RL	Vision RFID Reader (Reader Kit includes accessories, brackets and installation)
VISION RFID READER RL OBS	Vision RFID Reader (Reader Kit includes accessories, brackets, OBS panels, and installation)
VISION RFID READER RL OBS 1CAM	Vision RFID Reader (Reader Kit includes accessories, brackets, OBS panels, 1 camera, and installation)
VISION RFID READER RL OBS 2CAM	Vision RFID Reader (Reader Kit includes accessories, brackets, OBS panels, 2 camera, and installation)



Proposal Evaluation

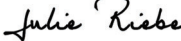
Plastic Refuse and Recycling Containers RFP #120324

	Possible Points	Big Belly Solar, LLC	Cascade Engineering, Inc.	Macro Plastics Inc	ORBIS Canada	Otto Environmental Systems North America, Inc	Prairie Robotics Inc.	Recycle Coach	Rehrig Pacific Company	Routeware, Inc.	Schaefer Plastics North America, LLC	The Prestwick Group	Toter, LLC
Conformance to RFP Requirements	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Financial Viability and Marketplace Success	50	39	45	41	39	42	36	36	43	38	43	41	43
Ability to Sell and Deliver Solutions	150	106	126	115	114	123	109	108	122	111	124	117	125
Marketing Plan	100	76	86	73	76	74	74	75	89	79	85	73	82
Value Added Attributes	100	80	87	80	74	78	76	70	83	76	84	83	86
Depth and Breadth of Offered Solutions	200	144	174	144	136	152	128	130	162	136	155	159	172
Pricing	400	277	343	289	278	306	299	303	319	288	305	318	330
Total Points	1,000	722	861	742	717	775	722	722	818	728	796	791	838
Rank Order		10	1	7	12	6	10	10	3	8	4	5	2

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Brandon Town, NIGP-CPP, CPSM, CPSD, Senior Procurement Analyst

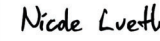
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Julie Riebe, Procurement Analyst II

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Joshua Young, CPPB, NIGP-CPP, Procurement Analyst II

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Nicole Lueth, Procurement Analyst



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, May 12, 2026		
Agenda Item Name		
Piggyback Term Contract <i>SCADA Instrumentation and Control Services</i>		
Requested Action		
Approve to piggyback the Tohopekaliga Water Authority Term Contract No. RFP-25-005-02 with General Control Systems, Inc. to provide Supervisory Control And Data Acquisition (SCADA) instrumentation and control services in accordance with the City of Clermont's Procurement Policy.		
Staff Report		
The Procurement Services Department, in coordination with the Public Services Department, recommends approval of this action. At the request of the Public Services Department, the Procurement Services Department identified the Tohopekaliga Water Authority Term Contract No. RFP-25-005-02, as a suitable procurement vehicle for Supervisory Control And Data Acquisition (SCADA) instrumentation and control services. This contract was competitively solicited in compliance with the City of Clermont's Procurement Policy, ensuring a cost-effective and compliant procurement process. The contract includes an initial two (2) year agreement, with the option for two (2) additional one-year renewal periods at the City's discretion. The annual estimated contract value is \$150,000, with a start date of May 13, 2026. This contract will provide SCADA instrumentation and control services to support the programming and reprogramming of the City's VT SCADA system, programmable logic controllers, and radio network. These services will enhance the efficiency, reliability, and communication capabilities of the City's water and wastewater treatment plants and lift stations. Funding will be determined on a project-by-project basis and allocated from the Water and Sewer Funds utilizing the following account numbers: 41533-54614-33001, 42535-54614, and 42535-54619. Utilizing piggyback contracts, as authorized under Procurement Policy Section E.9, enables the City to leverage competitive pricing from existing government-awarded contracts. This approach reduces administrative costs and procurement lead time while ensuring cost-effective pricing. The Procurement Services Department has reviewed and determined that this method is in the City's best interest. Approval of this contract does not obligate the City to make purchases. Individual departments will budget and allocate funds as needed for expenditures related to piggyback contracts. The estimated contract value reflects potential expenditures but does not represent a specific department's allocated budget.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$3,000.00	41533-54614-33001, R&M-Eqpt-Tmt	\$3,393.77
\$700.00	42535-54614, R&M-Equip-Treatment	\$783.73

\$146,300.00	42535-54619, R&M-Equip-Lift Stn	\$213,097.95
Exhibits Attached (copies of original agreements)		
1.	RFP-25-005-02 Agreement	RFP-25-005-02 Agreement.pdf
2.	RFP-25-005-02 Pricing	RFP-25-005-02 Pricing.pdf
3.	Recommendation for Award	Recommendation for Award.pdf

RFP-25-005-02

AGREEMENT FOR INSTRUMENTATION AND CONTROL SERVICES

THIS AGREEMENT FOR INSTRUMENTATION AND CONTROL SERVICES (the “**Agreement**”) is made and entered into between **TOHOPEKALIGA WATER AUTHORITY**, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, and with a principal address of 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 (“**Toho**”) and **GENERAL CONTROL SYSTEMS INC.**, a Florida Profit Corporation, with a principal address of 3520 Airport Road, Lakeland, Florida 33811 (the “**Contractor**”). Toho and the Contractor may be individually referred to as a “**Party**” or collectively as the “**Parties**”.

RECITALS:

WHEREAS, Toho has competitively solicited for instrumentation and control services pursuant to RFP-25-005 (the “**Solicitation**”), a copy of which is attached, including all Addendums, incorporated by reference as **Exhibit “A”**, and made a material part of this Agreement; and

WHEREAS, the Contractor has exhibited by its response to the Solicitation, a copy of which is attached, incorporated by reference as **Exhibit “B”**, and made a material part of this Agreement, that it is capable of providing the required goods and services; and

WHEREAS, Toho has also selected Inframark, LLC, McKim & Creed, Inc., Revere Control Systems, LLC, and U.S. Water Services Corporation d/b/a BCI Technologies (the “**Additional Contractors**”) to provide the same or similar services as may be requested by Toho; and

WHEREAS, the Parties hereto have agreed to enter into this Agreement, in accordance with the terms and conditions based on the Solicitation and as more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the Parties agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct and form a material part of this Agreement.

SECTION 2. TERM. The term of this Agreement shall become effective upon execution by both Parties and shall continue through October 31, 2028. This Agreement may be renewed subject to written notice of agreement executed by both Parties, for up to two (2) additional (1) one-year periods.

SECTION 3. SCOPE OF SERVICES. The Contractor shall provide those goods and services specified in *Section 3 – Scope of Services* of **Exhibit “A”** (collectively the “**Services**”), in compliance with the terms and conditions of this Agreement, and the attached Exhibits. If there is a conflict between the provisions of either Exhibits “A” and/or “B” and this Agreement, the terms of this Agreement shall prevail.

SECTION 4. OBLIGATIONS OF THE CONTRACTOR. Obligations of the Contractor shall include, but not be limited to, the following:

- A. The Contractor shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any other items or services, of any type whatsoever, which are necessary to fully complete and deliver the Services requested by Toho. The Contractor shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, Toho, or any property owned by Toho. Any such lien, attachment, or encumbrance, until removed, shall preclude any claims or demands by the Contractor for any payment expected by virtue of this Agreement.
- B. The Contractor shall ensure that all of its employees, agents, subcontractors, representatives, volunteers, and any other associates fully comply with all of the terms and conditions set forth herein when providing Services for Toho under this Agreement.
- C. The Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work outlined in the Scope of Services.
- D. The Contractor shall maintain adequate and competent staff, and remain authorized to do business within the State of Florida for the term of this Agreement, including renewals. The Contractor may subcontract the Services requested by Toho, with prior written approval from Toho; however, the Contractor is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 5. STANDARD OF CARE

- A. The Contractor has represented to Toho that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the Services provided under this Agreement. By executing this Agreement, the Contractor agrees that the Contractor will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The Contractor shall efficiently perform the requested Services, consistent with **Exhibit "A"** and **Exhibit "B"**, as well as industry standards. The Contractor hereby covenants and agrees that its employees, agents, subcontractors, representatives, volunteers, and any other associates shall likewise be bound by this representation.
- B. The Contractor covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 6. COMPENSATION

- A. The amount paid under this Agreement for acceptable performance of the Services as described in Exhibit "A" shall be determined based on Toho's usage of the Contractor and in accordance with the rates set forth in Exhibit "B" but in no event shall the total collective compensation paid to the Contractor and Additional Contractors exceed Three Million Dollars (\$3,000,000) (the "Not to Exceed Amount") for the term of the Agreement.
- B. Toho will not accept any goods delivered or service performed unless a duly authorized Purchase Order has been issued for said goods and/or services. The Purchase Order number must appear on all invoices, packing slips, and all correspondence concerning this order.
- C. Compensation for Services completed by the Contractor shall be paid in accordance with

section 218.70, Florida Statutes, Florida's Local Government Prompt Payment Act.

- D. Services performed in accordance with this Agreement are subject to the annual appropriation of funds by Toho. Toho reserves the right, in its sole discretion, to forego the Contractor's use for any project that may fall within the Scope of Services listed herein. In the event Toho is not satisfied with the Services provided by the Contractor, Toho will hold any amounts due until such time as the Contractor has appropriately addressed the problem to the satisfaction of Toho.
- E. The obligation of Toho to proceed under this Agreement is conditioned upon the appropriation of funding by Toho's Board of Supervisors. If the funding anticipated for the fulfillment of this Agreement is, at any time, not forthcoming or otherwise insufficient, Toho shall have the right, in its sole discretion, to terminate or suspend this Agreement without damage, penalty, cost, or expense to Toho of any kind whatsoever. The effective date of any such termination or suspension shall be as specified in Toho's notice of termination or suspension. Toho shall have the final authority over whether such funding is available.

SECTION 7. TERMINATION

- A. **Termination for Convenience.** Toho may terminate this Agreement for convenience by providing written notice to the Contractor no fewer than 30 days prior to such termination. In the event of such a termination for convenience by Toho, the Contractor shall be paid for all authorized Services provided before the effective date of termination. No other damages, fees, or costs may be assessed against Toho for its termination of this Agreement for convenience.
- B. **Termination for Cause**
 - 1. **Immediate Termination.** Toho reserves the right to "Immediate Termination" of this Agreement, with such termination to be effectuated as of the Contractor's receipt of written notice, for any number of the following causes all of which shall constitute a material breach of this Agreement by the Contractor: (a) the amount invoiced by the Contractor exceeds the Not to Exceed Amount; (b) the Contractor files for bankruptcy, becomes insolvent, or is adjudged bankrupt or insolvent by any Court; (c) a receiver of the property of the Contractor is appointed in any proceeding brought by or against the Contractor; (d) the Contractor is determined to be ineligible to do business in the State of Florida; (e) if the Contractor is a non-profit agency, loss by the Contractor of its non-profit status; or (f) as otherwise expressly provided for in this Agreement.
 - 2. **Standard Termination for Cause.** For breaches of this Agreement for which Immediate Termination does not apply, Toho may terminate this Agreement for cause upon providing written notice to the Contractor no fewer than 5 business days prior to such termination. Such termination for cause may be for any material breach of this Agreement, or if Toho, using its sole discretion, determines that the Contractor is unable to adequately perform under this Agreement.
 - 3. **Opportunity to Cure.** Without creating an obligation to provide an opportunity to cure or to accept any proposed cure by the Contractor, Toho reserves the right to provide the Contractor with the opportunity to cure a stated breach of this Agreement. If Toho decides to provide such an opportunity to cure, it shall: (a) include such opportunity to cure as part of its notice of termination; and (b) provide a deadline deemed appropriate by Toho by which the Contractor must cure or, only if expressly permitted by Toho, submit its proposed cure to Toho. Toho has no obligation whatsoever to accept any proposed cures submitted

by the Contractor.

4. **Payment in the Event of Termination for Cause.** In the event of termination of this Agreement due to the fault of the Contractor, at the written request of the Contractor, Toho shall compensate the Contractor for all authorized Services completed, before the effective date of termination, which has resulted in a usable product or otherwise tangible benefit to Toho. All such payments shall be subject to an offset for any damages incurred by Toho resulting from the Contractor's breach of this Agreement and any delay occasioned by early termination. No damages, fees, or costs may be assessed against Toho for its termination of this Agreement for cause.
 5. **In the Event of Wrongful Termination for Cause.** If a court of competent jurisdiction determines that this Agreement was wrongfully terminated for cause, then the Contractor's damages for such termination, if any, shall be the same as if Toho had terminated this Agreement for convenience.
- C. **In the Event of Termination.** In the event of termination of this Agreement, whether for convenience or cause, the Contractor shall, unless otherwise expressly provided by Toho in its notice of termination: (1) maintain the same service level at which it was providing the Services prior to its receipt of Toho's notice of termination; (2) not be permitted to incur any additional obligations or enter into any additional subcontracts to provide the Services; (3) finalize all necessary reports, invoices, and other documentation required under the terms of this Agreement up to the effective date of termination.

SECTION 8. INSURANCE

- A. The Contractor shall procure and maintain the following types of insurance, with the respective limits, and shall provide proof of the same to Toho, in the form of a Certificate of Insurance prior to the start of any work hereunder:
 1. **Worker's Compensation:** The Contractor shall provide Worker's Compensation coverage for all employees at the site location and, in the case any work is subcontracted, shall require the subcontractor to provide Worker's Compensation for all its employees. The limits shall be statutory for Worker's Compensation and \$1,000,000.00 for Employer's Liability.
 2. **Commercial General Liability:** The Contractor shall provide for all operations including, but not limited to, Contractual and products-Completed Operations. The limits shall not be less than \$1,000,000.00.
 3. **Comprehensive Automobile Liability:** The Contractor shall provide coverage for all owned and non-owned vehicles for limits not less than \$1,000,000.00.
 4. **Umbrella Liability:** The Contractor shall provide an umbrella policy in excess to the coverages provided for in the above paragraphs of not less than \$1,000,000.00.
- B. The Contractor shall name "Toho Water Authority" as a certificate holder and as additional insured, to the extent of the Services to be provided hereunder, on all required insurance policies, except for the Worker's Compensation policy, and provide Toho with proof of the same.

- C. The Contractor, and any authorized subcontractor(s), shall provide Toho's Procurement Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. The Certificate of Insurance shall be dated and show:
1. The name of the insured Contractor;
 2. The specified job by name and job number;
 3. The name of the insurer;
 4. The number of the policy;
 5. The effective date;
 6. The termination date; and
 7. A statement that the insurer will mail notice to Toho at least 30 days prior to any material changes in the provisions or cancellation of the policy.
- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by Toho, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified herein.
- E. The Contractor shall ensure that any subcontractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, procure and maintain the same insurance requirements as set forth herein. In addition, the Contractor shall maintain proof of the same on file and made readily available upon request by Toho.

SECTION 9. TOHO OBLIGATIONS. At the Contractor's request, Toho agrees to provide, at no cost to Toho, all pertinent information known to be available to Toho to assist the Contractor in providing and performing the required Services.

SECTION 10. DOCUMENTS CONSTITUTING ENTIRE AGREEMENT

- A. The following documents are hereby incorporated and made part of this Agreement:
1. **EXHIBIT "A"** – Solicitation documents RFP-25-005, including all Addendums
 2. **EXHIBIT "B"** – Response submitted by the Contractor
- B. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and **Exhibits "A"** and **"B"**, the provisions of the Agreement shall take precedence.

SECTION 11. APPLICABLE LAW, VENUE, JURY TRIAL

- A. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it becomes necessary for either Party to initiate legal action regarding this Agreement or the performance of the associated Services, venue shall lie in Osceola County, Florida. The Parties hereby waive their right to trial by jury in any action, proceeding, or claim, arising out of this Agreement, which may be brought by either of the Parties.
- B. In all respects, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice of law rules thereof that may direct the application of the laws of another jurisdiction.

SECTION 12. PUBLIC RECORDS COMPLIANCE

- A. The Contractor understands that by virtue of this Agreement all of its documents, records, and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection by Florida law. If the Contractor shall act on behalf of Toho, as provided under section 119.011(2), Florida Statutes, as amended, the Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, as amended, and any other applicable legal and equitable remedies, shall:
1. Keep and maintain public records that ordinarily and necessarily would be required by Toho in order to perform the Services; and
 2. Provide the public with access to public records on the same terms and conditions that Toho would provide the records and at a cost that does not exceed the cost provided by Florida law; and
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
 4. Meet all requirements for retaining public records and transfer, at no cost, to Toho all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All records stored electronically must be provided to Toho in a format that is compatible with the information technology systems of Toho; and
 5. If the Contractor does not comply with a public records request, Toho shall enforce the contract provisions in accordance with the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING: RECORDS RETENTION, 951 MARTIN LUTHER KING BLVD. KISSIMMEE, FL 34741, PUBLICRECORDSREQUESTS@TOHOWATER.COM, (407) 483-3822.

SECTION 13. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the Contractor, its employees, subcontractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of Toho for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments; the Federal Insurance Contribution Act; the Social Security Act; the Federal Unemployment Tax Act; the provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws; the State of Florida workers' compensation laws; the State of Florida unemployment insurance laws; and the Florida Retirement System benefits. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder.

SECTION 14. APPLICABLE LICENSING. The Contractor, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the Services set forth herein.

SECTION 15. COMPLIANCE WITH ALL LAWS. The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, Toho, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 16. INDEMNIFICATION. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless Toho, its officials, agents, and employees from, and against, any claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including, but not limited to attorneys' fees, paralegals' fees, consultants' fees, and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, arising directly or indirectly out of or caused, in whole or part, by any act or omission of the Contractor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable.

SECTION 17. SOVEREIGN IMMUNITY. Toho expressly retains all rights, benefits, and immunities of sovereign immunity by section 768.28, Florida Statutes. Notwithstanding anything outlined in any section, article, or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of Toho for damages, attorney fees, and costs, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party to allow any claim against Toho, which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 18. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 19. ASSIGNMENT. This Agreement shall only be assignable by the Contractor upon the express written consent of Toho.

SECTION 20. SEVERABILITY. All clauses found herein shall act independently of each other. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

SECTION 21. WAIVER. Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

SECTION 22. NOTICE. The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to Toho and the Contractor. All notices required and/or made pursuant to this Agreement to be given to Toho and the Contractor shall be in writing and given by way of the United States Postal Service, first-class mail, postage prepaid, addressed to the following addresses of record:

Toho: Tohopekaliga Water Authority
Attention: Procurement Department
951 Martin Luther King Blvd
Kissimmee, Florida 34741

Contractor: General Control Systems Inc
3520 Airport Road
Lakeland, Florida 33811

SECTION 23. MODIFICATION. The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 24. HEADINGS. All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 25. ADMINISTRATIVE PROVISIONS. In the event Toho issues a purchase order, memorandum, letter, or any other instrument addressing the Services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for Toho's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 26. CONFLICT OF INTEREST. The Contractor warrants that the Contractor has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, Toho shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 7 hereof.

SECTION 27. FLORIDA VENDOR ELIGIBILITY

- A. **Public Entity Crimes.** Contractor hereby represents, warrants, and certifies that: (a) neither Contractor, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of Contractor, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989; (b) Contractor has not been placed on any convicted vendor list by the State

of Florida and that it will not utilize any funding provided pursuant to this Agreement to subcontract with any vendor that has been placed on any such convicted vendor list; (c) Contractor has read and reviewed the provisions, requirements, and prohibitions of Florida's Public Entity Crime Act, Section 287.133, Florida Statutes, and hereby affirms its compliance therewith. For the purposes of this provision, the terms "public entity crime", "convicted", and "affiliate" shall be as defined in Section 287.133, Florida Statutes.

B. Scrutinized Companies

1. Contractor hereby represents, warrants, and certifies that: (i) Contractor is not on Florida's Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is it engaged in a boycott of Israel; and (ii) Contractor has read and reviewed the provisions, requirements, and prohibitions of Florida's prohibition against contracting with scrutinized companies, as found in Section 287.135, Florida Statutes, and hereby affirms its compliance therewith.
2. If the value of this Agreement meets or exceeds \$1,000,000, then Contractor hereby additionally represents, warrants, and certifies that: (i) Contractor is not on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Terrorism Sectors List", created pursuant to Section 215.473, Florida Statutes; and (ii) is not engaged in business operations in Cuba or Syria.
3. In accordance with Section 218.135, Florida Statutes, if any of the above certifications are found to have been false, if Contractor is later placed on any of the lists referenced in this Article, or if Contractor becomes engaged in business operations in Cuba or Syria, Toho shall have the option to terminate this Agreement and shall have the right to, notwithstanding anything to the contrary in this Agreement, pursue all remedies available to it in equity and at law.

C. Discriminatory Vendors. Contractor hereby represents, warrants, and certifies that entering into this Agreement will not violate Section 287.134, Florida Statutes, which provides that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

D. Anti-Trust Violators. Contractor hereby represents, warrants, and certifies that entering into this Agreement will not violate Section 287.137, Florida Statutes, which provides that a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

- E. **Countries of Foreign Concern.** Contractor hereby represents, warrants, and certifies that entering into this Agreement will not violate Section 287.138, Florida Statutes, which provides that Toho may not enter into a contract with an entity that gives access to an individual's personal identifying information if the entity is owned, controlled, or organized under the laws of a Foreign Country of Concern which includes: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, the Syrian Arab Republic, or any other entity or agency under the significant control of such Foreign Country of Concern.
- F. **Common Carrier.** If Contractor meets the definition of "Common Carrier" under Section 908.111, Florida Statutes, then Contractor shall execute an attestation in conformity with Section 92.525, Florida Statutes, that the common carrier or contracted carrier is not willfully providing and will not willfully provide any service during the contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from this state or the United States. Such attestation must be provided to Toho prior to commencement of this Agreement. In accordance with Section 908.111, Florida Statutes, Toho may terminate this Agreement for cause if Contractor is found to be in violation of this provision or its attestation.
- G. **Anti-Human Trafficking.** Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the affidavit attached hereto as **Attachment A** to Toho.

SECTION 28. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

- A. As a condition precedent to entering into this Agreement, and in compliance with section 448.095, Florida Statutes, the Contractor and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- B. The Contractor shall require each of its subcontractors to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- C. The Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting knowingly violated Section 448.09(1), Florida Statutes, or the provisions of this Section, shall terminate the contract with the person or entity.
- D. Toho, upon good faith belief that a subcontractor knowingly violated the provisions of this Section but the Contractor otherwise complied, shall promptly notify the Contractor and the Contractor shall immediately terminate the contract with the subcontractor.
- E. A contract terminated under the provisions of this Section is not a breach of contract and may not be considered as such. Any contractor terminated under the provisions of this Section may be challenged pursuant to section 448.095(2), Florida Statutes. The Contractor acknowledges that upon the termination of this Agreement by Toho for a violation of this Section by the Contractor, the Contractor may not be awarded a public contract for at least one year. The Contractor further acknowledges that the Contractor is liable for any additional costs incurred

by Toho as a result of any contract for a violation of this section.

- F. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Section, including this subsection, requiring the subcontractors to include these clauses in any lower-tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in this Section.
- G. Information on registration for and use of the E-Verify program can be obtained via the internet at the Department of Homeland Security website: <http://www.dhs.gov/E-verify>

SECTION 29. JOINT AUTHORSHIP. This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.

SECTION 30. EQUAL OPPORTUNITY EMPLOYER. The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all subcontractors it utilizes in providing the Services required under this Agreement will comply with all equal opportunity employment laws.

SECTION 31. AUDITING, RECORDS, AND INSPECTION. The Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of Toho, and shall be retained by the Contractor for a period of 5 years after termination or completion of the Agreement, or until five years after the full Toho audit is complete, whichever comes later. Toho shall retain the right to audit the books during the applicable retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. Toho also has the right to conduct an audit within 60 days from the effective date of this Agreement to determine whether the Contractor has the ability to fulfill its contractual obligations to the satisfaction of Toho. Toho has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 32. PROJECT MANAGERS. Toho and the Contractor have identified the individuals listed below as Project Managers who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance by Toho. If Toho or Contractor replace their current Project Manager with another individual, an amendment to this Agreement shall not be required. Toho will notify the Contractor, in writing, if the current Toho Project Manager is replaced by another individual.

- A. Toho Project Manager's contact information is as follows:

Kevin Begy, SCADA Operations Manager
 Toho Water Authority
 1616 South John Young Parkway
 Kissimmee, Florida, 34741
 407-201-9658
 Email: kbegy@tohowater.com

B. The Contractor Project Manager's contact information is as follows:

Eric Sullivan, Business Development Manager
 General Control Systems Inc
 3520 Airport Road
 Lakeland, Florida 33811
 863-250-8069
 Email: florida.bids@generalcontrolsystems.com

SECTION 33. SIGNATORY. Each signatory below represents and warrants that he or she has the full power and is duly authorized by their respective Party, to enter into and perform under this Agreement. Such signatory further represents that he or she has fully reviewed and understands the terms and conditions set forth in this Agreement, including attachments, and fully intends to abide by and comply with all of the terms and conditions set forth herein.

SECTION 34. ELECTRONIC TRANSACTIONS AND ELECTRONIC SIGNATURES.

In accordance with Parts I and II of Chapter 668, Florida Statutes, the Parties agree that this Agreement may be created, generated, sent, communicated, received, or stored by electronic means and that electronic signatures may be used in the execution of this Agreement with the same force and effect as written signatures. Each Party shall provide any information reasonably necessary to confirm the identity and authority of the person signing this Agreement on behalf of the Party. The Parties agree that once fully executed, this Agreement will be stored by Toho as an electronic record and delivered by email transmission to the Parties at the email addresses set forth herein.

SECTION 35. PURCHASES OF GOODS. To the extent that this agreement involves the purchase of goods by Toho from the Contractor, the following terms apply:

- A. **Quality.** All materials or services furnished must be as specified and subject to Toho inspection after delivery at destination. Variations in materials or services from those specified in this Agreement must not be made without prior written authority from Toho's Procurement Director. Material rejected will be returned and shall be done so at the Contractor's sole risk and expense.
- B. **Quantity/Price.** The quantity of materials ordered and/or the prices specified must not be exceeded without written authority from Toho's Procurement Director.
- C. **Patent/Copyright Hold Harmless.** The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device which is the subject of patent rights or copyrights. The Contractor shall at its own expense, hold harmless and defend Toho against any claim, suit or proceeding brought against Toho which is based upon claim, whether rightful or otherwise, that the goods or services or any part thereof, furnished under this Agreement constitute an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against Toho to include legal fees.
- D. **Packing.** If awarded an Agreement, invoices and package lists must clearly be marked with shipper's name, address, Agreement Number, and Purchase Order Number (if applicable).

Charges are not allowed for boxing, crating, or special deliveries unless previously agreed upon in writing.

- E. **Delivery.** All goods and other materials must be shipped F.O.B. Destination with transportation charges prepaid. If Toho agrees in writing, freight charges may be prepaid by the Contractor and listed on the invoice; however, the Contractor retains title and assumes all responsibility, liability, and risk in transit and shall be responsible for the filing of claims for loss or damages. Toho reserves the right to cancel this order and purchase elsewhere if the Contractor fails to meet the delivery date specified in the Agreement (or Purchase Order, if applicable). Deliveries shall be made between 7:00a.m. and 3:30p.m. Monday through Friday, excluding holidays, unless otherwise stipulated.
- F. **Material Safety Data Sheet.** As necessary, the Contractor agrees to furnish Toho with a current Material Safety Data Sheet ("MSDS") on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDSs shall be provided for all shipments.
- G. **OSHA Requirement.** The Contractor hereby guarantees Toho that all materials, supplies, and equipment as listed in the Agreement (or on the resulting Purchase Order, if applicable) shall meet the requirements, specifications, and standards as provided under the U.S. Department of Labor Occupational Safety and Health Act of 1970 as from time to time amended and in force at date thereof.
- H. **Inspection/Acceptance.** All goods and/or services provided through this Agreement are subject to inspection and acceptance upon receipt or completion by an authorized representative of Toho. Payment shall not be authorized until the goods and/or services have been received, accepted and properly invoiced.
- I. **Warranty.** The Contractor agrees to provide a full warranty to Toho for all good and materials which it provides hereunder for a minimum of one full year following the date of delivery or completion of services. In the event that the Contractor is called to perform warranty work, the Contractor will be responsible for all costs incurred in repairing the areas under warranty. The manufacturer's warranty on materials received and installed shall extend for the full warranty period.
- J. **Default.** In the case of default by the Contractor or failure to deliver the supplies or services ordered by the time specified, Toho after due notice (oral or in writing), may procure them from other sources and hold vendor responsible for any excess cost occasioned thereby.
- K. **Variation in Quantity.** Toho assumes no liability for material produced, processed, or shipped in excess of the amount specified herein.

SECTION 36. ENTIRE AGREEMENT. This Agreement, and any documents incorporated, referenced, or attached hereto, sets forth and constitutes the entire agreement and understanding of the Parties with respect its subject matter. In regards to such subject matter, this Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of either of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

S. SET. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 841. 842. 843. 844. 845.

TOHOPEKALIGA WATER AUTHORITY

By: Huck

Print Name: Henry Thacker

Title: Chairman

Date: 10/15/2025

Attest: 

Print Name: Tom White

Title: Secretary

Address: 951 Martin Luther King Blvd.

Kissimmee, Florida 34741

Date: 10/15/2025

COUNTY OF Rensselaer

presence or ☐ online notarization, this 1st day of October

of General Control Systems Inc a Florida profit corporation, on behalf of the

_____ as identification.

Notary Signature:

Print Name: Jordan Mantello

My Commission No.: OLM#6426734

My Commission Expires: Mar 16, 2026

(Stamp)

ATTACHMENT A

FORM
TOH-240
v: 5/2025

Anti-Human Trafficking Affidavit

Form Page
17 of 1

Instructions: "Nongovernmental Entity", defined as any person or entity seeking to engage in business with the Tohopekaliga Water Authority ("Toho"), must complete the following form. The terms "Contract" and "Agreement" may be used interchangeably.

Nongovernmental Entity Name	General Control Systems Inc
Solicitation/Contract Number(s):	RFP-25-005-02

The undersigned, on behalf of the Nongovernmental Entity, hereby attests as follows:

- A. The Nongovernmental Entity understands and affirms that Section 787.06(13), Florida Statutes, prohibits Toho from executing, renewing, or extending a contract with entities that use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes.
- B. The Nongovernmental Entity hereby attests, under penalty of perjury, that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.
- C. The Nongovernmental Entity understands and affirms that if at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify Toho and no contracts may be executed, renewed, or extended with Toho.

The undersigned hereby represents that they: make the above attestation based upon personal knowledge; are over the age of 18 years and otherwise competent to make the above attestation; and are authorized to legally bind and make the above attestation on behalf of the Nongovernmental Entity.

Under penalties of perjury, the undersigned declares that they have read and understand the contents of the foregoing document and that the facts stated in it are true.

Authorized Signature: *Randall Powell*

Printed Name: Randall Powell

Title: President

Date: October 1, 2025

STATE OF New York
COUNTY OF Rensselaer

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1st day of October, 2025, by Randall Powell, as President on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

Jordan Mantello

Name of Notary Typed, Printed or Stamped
My Commission Expires: May 16, 2026

JORDAN A. MANTELLO
Notary Public, State of New York
No. 01MA6426734
Qualified in Rensselaer County
Commission Expires May 16, 2026

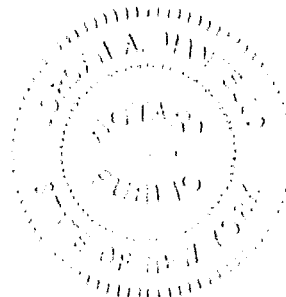


EXHIBIT "A"
(Solicitation RFP-25-005-02)

REQUEST FOR PROPOSAL

BID TITLE:

**INSTRUMENTATION AND
CONTROL SERVICES**

BID NO:

RFP-25-005

July 07, 2025

ISSUE DATE:



SUBMIT RFP TO:

<https://tohowater.bonfirehub.com>

CONTACT INFORMATION

CONTACT PERSON:

Charvelle McClendon-Adorkor
Procurement Coordinator

EMAIL ADDRESS:

procurement@tohowater.com

PHONE:

(407) 473-2931

SCHEDULE:

PRE - PROPOSAL CONFERENCE:

N/A

DEADLINE FOR WRITTEN QUESTIONS:

July 23, 2025, at 5 PM

PROPOSAL DEADLINE:

August 07, 2025, at 2 PM

MISSION STATEMENT:

Provide reliable, cost effective, and responsive water services to our customers while protecting public health and the environment.

TOHO WATER AUTHORITY IS A NON-SMOKING AGENCY.

SMOKING IS STRICTLY PROHIBITED IN ALL FACILITIES AND ON ALL TOHO PROPERTIES.

TABLE OF CONTENT

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SEPARATE ATTACHMENTS RELATED TO PROPOSAL:

- Attachment A- Anti-Human Trafficking Affidavit
- Attachment B – Submittal Checklist
- Attachment C – Drug Free Workplace Compliance Form (if applicable)
- Attachment D – References Form
- Attachment E – Affidavit of Non-Collusion and of Non-Interest of Toho Employees
- Attachment F – E-Verify Registration and Use Certification
- Attachment G – Pricing Schedule
- Attachment H – Sample Agreement

1 SECTION 1: GENERAL INSTRUCTIONS

1.0 PURPOSE

The purpose of this Request for Proposal (RFP) is to obtain proposals from qualified firms to establish General Services Agreements with Instrumentation and Control Companies to complete emergent, emergency or time critical work, and other projects in the water and wastewater systems. The Contractor(s) shall provide professional services for Supervisory Control and Data Acquisition (SCADA) planning, designing, and integration including subsystems such as electrical, instrumentation, servers, and network communications as they relate to the utility SCADA system. The Contractor(s) must have demonstrated experience with Allen-Bradley PLCs, GE iFIX, and VTScada platforms to ensure platform-specific proficiency aligned with Toho's standardized systems. The contract would have pre-determined billing rates and a set mark-up of materials, rental equipment services, if required.

1.1 PARTIES DEFINED

- A. The term "Toho" used in the RFP documents refers to Toho Water Authority.
- B. The term "Proposer" refers to the firm that elects to submit for this RFP.
- C. The term "Successful Proposer" or "Contractor" refers to the Proposer(s) to whom Toho makes an award.
- D. The term "Vendor" used in the RFP documents include statutory references shall be interchangeable with "Proposer" "Successful Proposer" or "Contractor" as appropriate.

1.2 BACKGROUND

Established in October 2003 by a special act of the Florida Legislature, Toho Water Authority is the largest provider of water, wastewater, and reclaimed water services in Osceola County. As of September 30th, 2020, Toho billed 114,640 waters; 17,478 irrigations; 108,506 wastewaters; and 21,180 reclaimed water customers in Kissimmee, Poinciana, and unincorporated areas of Osceola County. Toho is governed by a Board of Supervisors, which is responsible for approving all operating policies.

1.3 INITIAL CONTRACT PERIOD AND OPTION OF RENEWAL

The initial contract period shall be for the period of three (3) years commencing upon the date of execution of a contract for this award. The contract may be renewed subject to written agreement by both parties for one (1) additional two (2) year renewal period.

1.4 ASSIGNMENT

The successful Proposer/s will not be permitted to assign its/their Agreement with Toho, or to subcontract any of the work requirements to be performed under the Agreement, without obtaining prior written approval from Toho.

1.5 CLARIFICATION OF REQUIREMENTS

Questions regarding clarification or interpretation of this solicitation should be addressed in writing no later than the date and time specified on the cover page to at <https://tohowater.bonfirehub.com> and initiate the questions electronically through the Vendor Discussions feature. However, unless modified by a written addendum issued by the Procurement Services Department through the Bonfire portal, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative nor binding. Any verbal interpretation conflicting with these specifications as written should immediately be directed in writing to the Procurement Services Department. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this proposal will be furnished in writing to all Proposers via <https://tohowater.bonfirehub.com>.

1.6 EXAMINATION OF PROPOSAL DOCUMENTS

It is the responsibility of each Proposer before submitting a proposal:

- To examine thoroughly the proposal documents.
- To study and carefully correlate the Proposer's knowledge and observations of the proposal documents and such other related data; and
- To promptly notify Toho of all conflicts, errors, ambiguities, or discrepancies which the Proposer has discovered in or between the proposal documents and such other related documents or conditions.

1.7 INSTRUCTIONS FOR SUBMITTING PROPOSALS

- A. The deadline for submitting proposals is shown on the cover sheet. No proposal shall be considered if it arrives after the scheduled deadline.
- B. Each Proposer shall submit one proposal which includes completing and submitting all required documents, attachments, bid tables, pricing sheets, and/or questionnaires. The submittal shall be in the prescribed format outlined for this solicitation on Bonfire at <https://tohowater.bonfirehub.com>.
- C. Proposals will be available for inspection within thirty (30) days of the closing date or after a Recommendation for Award has been posted, in accordance with section 119.071(1)(b), Florida Statutes. Upon request, documents will be provided electronically, or inspections shall be by appointment during normal business hours in the Procurement Services Department

1.8 REJECTION OR CANCELLATION OF PROPOSALS

Toho reserves the right, in its sole discretion, to reject any or all proposals or parts thereof. Proposals may be rejected if they show any omission, alteration of form, additions or deductions not called for, conditional or uninvited alternate proposals, or irregularities of any kind; however, Toho also reserves the right to waive any informality on proposals.

1.9 SHAM OR COLLUSIVE PROPOSALS

The proposal of any Proposer or Proposers who engages in collusive bidding shall be rejected. Any Proposer who submits more than one proposal in such a manner as to make it appear that the proposals submitted are on a competitive basis from different parties shall be considered a collusive Proposer.

1.10 NOTICE OF AWARD

Public notice of award will also be posted on Bonfire at <https://tohowater.bonfirehub.com>

- A. Toho reserves the right to amend this solicitation any time prior to the deadline for submitting Proposals. If it becomes necessary to revise any part of this RFP, notice of the revision will be posted on Bonfire at <https://tohowater.bonfirehub.com>. If, in the opinion of the Procurement Analyst, the deadline for the submission of proposals does not provide sufficient time for consideration of any Addendum, then such deadline may be extended at Toho's sole discretion.
- B. It shall be the responsibility of each Proposer to check Bonfire (<https://tohowater.bonfirehub.com>) prior to submission of a proposal hereunder to determine whether any Addenda have been issued in connection with this procurement. Notwithstanding any provision to the contrary, the failure of any Proposer to receive any Addenda shall neither constitute grounds for withdrawal of its proposal nor relieve such Proposer from any responsibility for incorporating the provisions of any Addenda in its proposal.

1.11 RECEIPT OF ADDENDA

Receipt of any addenda issued must be acknowledged on the addenda and returned with proposal. **Failure to acknowledge your receipt of any addenda may result in your proposal being considered non-responsive.**

1.12 PROPOSAL PRICES

In the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between unit price and extended prices, the unit price will govern; if the discrepancy is between the prices written in words and written in figures, the prices written in words shall govern. In case of error in the Proposer's extended summation, the corrected total of Toho shall govern.

1.13 CONTRACTUAL AGREEMENT

An Agreement will be required for this service and must be signed by the Proposer prior to execution by Toho, whereupon the Proposer/s becomes the Contractor/s upon approval. TOHO intends to award one or more service contract(s) for these services. The initial contract shall be for three (3) years. The Agreement shall consist of the Agreement, the RFP, and the successful Proposer's proposal, together with any negotiated terms and pricing. The Proposer shall inform himself in full of the conditions relating to the performance of the Agreement. Failure to do so shall not relieve the successful Proposer of its obligations to furnish services, materials, and other services necessary to carry out the provisions of this solicitation and resulting Agreement. In no event shall an Agreement be considered binding upon Toho until it has been properly executed by all parties.

1.15 METHOD OF PAYMENT

The Contractor shall be paid in accordance with the Prompt Payment Act – Section 218.70 et. Seq. Florida Statutes on a monthly or quarterly basis for work performed. Invoices shall contain the RFP Number and Title and the Purchase Order Number under which the purchase was awarded and provide sufficient detail to demonstrate compliance with the terms of the RFP and Agreement. Invoices shall be addressed to:

Toho Water Authority Attn: Accounts Payable
951 Martin Luther King Blvd.
Kissimmee, FL 34741 or
accountspayable@tohowater.com

Invoices shall be submitted in a format prescribed by the Procurement Services Director, subject to change at the Procurement Services Director's discretion with notice of said change to the Contractor.

1.16 DISCLOSURE OF PROPOSAL CONTENT

All material submitted shall become the property of Toho and may be returned at Toho's option. Toho has the right to use any or all ideas presented in any reply to this proposal. Toho's selection or rejection of any proposal will not affect this right.

Toho is governed by Florida's Public Record Law, as set forth in Chapter 119, Florida Statutes. Only trade secrets, as defined in section 812.081(1)(c), Florida Statutes, or financial statements required by Toho, as defined in section 119.071(1)(c), Florida Statutes (collectively "Confidential Materials"), may be exempt from disclosure. If a Proposer submits Confidential Materials, the information must be segregated, accompanied by an executed Non-Disclosure Agreement for Confidential Materials and each pertinent page must be clearly labeled "confidential" or "trade secret." Toho will not disclose such Confidential Materials, subject to the conditions detailed within the Agreement, a copy of which is attached to this solicitation. When such segregated and labeled materials are received with an executed

Agreement, Toho shall execute the Agreement and send the Proposer a "Receipt for Trade Secret Information."

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE INCLUDED IN THE PROPOSAL. PLEASE READ THE SECTION IN THE RFP DOCUMENT TO DETERMINE IF THIS APPLIES.

1.17 CODE OF SILENCE

Firms are hereby advised that a code of silence applies to this solicitation. Accordingly, communications regarding this matter are prohibited between anyone that seeks a contract related to this solicitation including firms or each firm's representatives (or any intermediary on their behalf) and any Toho Board member, Toho staff, the Executive Director, counsel, deputies, assistants and support staff, or any advisor or person who evaluates or recommends selection or that may make an award in this solicitation process. The cone of silence and the prohibition on communication shall begin immediately upon the date of advertising and terminate upon the date of award or termination of this request by Toho. For inquiries or clarifications refer to Section 1.5 of this RFP. *The response of any firms which violate the cone of silence may be rejected or disqualified.*

1.18 CONTRACTOR COMPLIANCE REQUIREMENTS

The successful Contractor shall comply with all local, State, and Federal statutes, regulations, directives and orders applicable to the services provided and offered to Toho.

1.18.1 Florida Business Registration. The Awarded Proposer must be eligible and registered to do business in the State of Florida. Information regarding registration can be found at the Florida Department of State, Division of Corporations website at <http://dos.myflorida.com/sunbiz>.

1.18.2 Public Entity Crimes, Discriminatory Vendors, Antitrust Violators, and Scrutinized Companies
Public Entity Crimes. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.18.3 Discriminatory Vendors. Pursuant to Subsection 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

1.18.4 Antitrust Violators. Pursuant to Subsection 287.137(2)(a), Florida Statutes, a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or

perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. At all times during the performance of the Services, CONSULTANT shall comply with Title VII of the Civil Rights Act of 1964, as amended, and the Florida Civil Rights Act of 1992. CONSULTANT shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, CONSULTANT shall comply with all applicable rules, regulations or executive orders promulgated to give effect to the Civil Rights Act of 1964, as amended.

- 1.18.5 Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: (a) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or (b) is engaged in business operations in Cuba or Syria.
- 1.18.6 Foreign Countries of Concern.** Pursuant to Section 287.138, Florida Statutes, Toho may not enter into a contract with an entity that gives access to an individual's personal identifying information if the entity is owned, controlled, or organized under the laws of a Foreign Country of Concern which includes: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, the Syrian Arab Republic, or any other entity or agency under the significant control of such Foreign Country of Concern.
- 1.18.7 E-Verification Requirement.** In accordance with Section 448.095, Florida Statutes, the Awarded Proposer shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. To ensure compliance with this provision.
- 1.18.8 Social/Political/Ideological Interests.** Proposers are hereby notified that Section 287.05701, Florida Statutes, requires that Toho may not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the vendor is a responsible Proposer and may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.
- 1.18.9 Anti-Human Trafficking** Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the affidavit attached hereto as **Attachment A**.
- 1.18.10 Common Carrier** If Vendor meets the definition of "Common Carrier" under Section 908.111, Florida Statutes, then Vendor shall execute an attestation in conformity with Section 92.525, Florida Statutes, that the common carrier or contracted carrier is not willfully providing and will not willfully provide any service during the contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from this state or the United States. Such attestation must be provided to Toho prior to commencement of this Contract. In accordance with Section 908.111, Florida Statutes, Toho may terminate this Contract for cause if Vendor is found to be in violation of this provision or its attestation.

1.19 SOVEREIGN IMMUNITY LIABILITY: TOHO expressly retains all rights, benefits, and immunities of sovereign immunity, in accordance with section 768.28, Florida Statutes. Notwithstanding anything set forth in any paragraph, section, or article of the Contract Documents to the contrary, nothing in the Contract Documents shall in any manner be deemed as a waiver of the sovereign immunity or limits of liability which may have been or may be adopted by the Florida Legislature. In no event shall the Vendor be entitled to recover from TOHO any indirect, incidental, or consequential damages in any proceeding arising out of or relating to this Contract or breach thereof. Without waiver of the foregoing limitation on TOHO's liability, the cap on the amount and liability of TOHO for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against TOHO which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

END OF SECTION 1

2 SECTION 2: REQUEST FOR PROPOSAL SCHEDULE

Tentative Schedule	
Task	Date
RFP Advertised on Bonfire	July 07, 2025
Deadline for Inquiries via Bonfire	July 23, 2025
Proposal Due Date	August 07, 2025
Committee Meeting and Shortlisting of Firms	August 27, 2025
Presentations, if required	September 9, 2025
Approval and Award by Board of Supervisors	October 2025

END OF SECTION 2

3 SECTION 3: SCOPE OF SERVICES

3.1 OBJECTIVE

The purpose of this Request for Proposal (RFP) is to obtain competitive bids from qualified Contractors to establish General Services Agreements with Instrumentation and Control Companies to complete emergent, emergency or time critical work, and other projects in the water and wastewater systems.

3.2 SCOPE OF SERVICES

The Contractor(s) shall provide professional services for Supervisory Control and Data Acquisition (SCADA) planning, designing, and integration including subsystems such as electrical, instrumentation, servers, and network communications as they relate to the utility SCADA system. The contract would have pre-determined billing rates and a set mark-up of materials, rental equipment services, if required.

- Furnishing and installing new instrumentation and Programmable Logic Controllers (PLCs)
- Programming Programmable Logic Controllers (PLCs)
- Programming of Human Machine Interfaces (HMI) and Operator Interface Terminal (OIT)
- In plant SCADA networking
- Demolition and disposal of existing facilities and equipment
- Staff Supplement
- Supply control panels as specified by Toho
- Troubleshoot and repair of control systems
- Instrumentation installation, modification, and repair
- Furnish, fabricate, and install electrical and instrumentation panels
- Documentation of existing and as-built electrical wiring
- Other services related to instrumentation and controls for utility systems

3.3 MINIMUM REQUIREMENTS

To be considered by Toho, the proposing Instrumentation and Control Companies must:

- a) Have a minimum of five (5) years of experience in managing instrumentation and controls for utility systems.
- b) Must reside within 100 miles from Toho Water Authority service area and provide a list of local, in-house staff including their roles, certifications, and availability to ensure sufficient personnel coverage for timely support.
- c) Must be an Allan Bradley Certified Systems Integrator – Silver Level or Higher & Water/Wastewater Certified

3.4 PREFERENCES

- a) Must have Global Industrial Cyber Security Professional Certificate (GICSP) or higher staffed full-time
- b) Must have Cisco Certified Network Associate Certification (CCNA) or higher staffed full-time
- c) Must have Fortinet Network Security Expert (NSE) Certification program staffed full-time

3.5 REFERENCES

Each Proposer must submit with its Proposal, a minimum of three (3) references (see references form). References shall be of similar scope of operations as Toho to whom the Contractor has supplied the same services within the past five (5) years. References must be able to attest without reservation to the fact that the Contractor provided the contracted services without a significant problem of any kind, or that satisfactory resolution was achieved in a timely manner and did not impact outcome during the contract period. Proposer must also provide documentation of recent projects involving Allen-Bradley PLCs and successful integration with both GE iFIX and VTScada platforms within the last five (5) years.

3.6 CORRECTIVE MAINTENANCE CALL-OUT SERVICES

The response time for callouts shall be within two (2) hours of notification. For critical SCADA system failures, the Contractor shall provide onsite support within two (2) hours to ensure rapid response and service continuity. The awarded Contractor shall have a 24/7 call-out telephone number for emergencies.

3.7 CODES AND STANDARDS

Materials furnished under this section shall conform to the applicable codes or standards.

3.8 WARRANTY

The Contractor agrees that the goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods and that the rights and remedies provided therein are in addition to and do not limit those available to Toho by any other clause of this solicitation. At a minimum, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance of the entire project by Toho in writing.

The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in this solicitation and under the contract shall be new, in first class condition, and in accordance with the RFP documents. The Contractor further warrants that all workmanship be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the Contractor to Toho's satisfaction.

3.9 SCHEDULE

The Contractor is to coordinate all work with Toho's Representative to schedule the work. Work shall be coordinated with Toho's representative, who will accompany the Contractor's employee(s) at all times while on Toho's property.

3.10 HOURLY RATES

- a) Business Hours - The Contractor shall provide a fixed hourly rate for work done during regular business hours, Monday through Friday, 5:30 a.m. to 5:30 p.m.
- b) Overtime Hours - The Contractor shall provide a fixed hourly rate for work done outside of regular business hours, Monday through Friday, 5:30 PM to 5:30 AM, and Saturday, Sunday.
- c) Holidays - The Authority reserves the following holiday schedule:

New Year's Day
Martin Luther King Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day

Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

3.11 CONTRACTORS RESPONSIBILITY:

- a) Contractors must have adequate experienced staff, equipment and resources to provide the services both properly and expeditiously.
- b) The Contractor shall prohibit any employee from remaining on the job site or working in connection with the Contract if the employee appears to be under the influence of drugs or alcohol. Drugs or alcohol are not permitted in/at any Authority facility or at any of Toho's customers facilities. The Toho Water Authority is a non-smoking agency. Smoking is strictly prohibited in all facilities and on all Authority properties.
- c) Toho requires all background checks to be performed prior to the hiring of employees. There shall be no exceptions.
- d) The Contractor and its employees shall be required to comply with all applicable regulations of Toho and any other regulations that have jurisdiction.
- e) Toho shall require the Contractor to remove from Toho work place all employees deemed careless, incompetent, insubordinate, or otherwise objectionable, or whose continued employment on the job is deemed to be contrary to the interests of Toho. Toho's Project Manager shall be notified immediately of an employee's termination.
- f) All work conducted must be in accordance with all local, state and federal guidelines (to include but not limited to, building codes and construction codes).

3.12 SAFETY

The Contractor shall be responsible for the safe conduct of his/her personnel during the execution of the work detailed herein. The Contractor shall meet or exceed the standards set for by the Occupational Safety and Health Administration (OSHA) and requirements established by the Federal, State, and Local agencies. Should an unsafe condition be identified during the execution of this work, the Contractor will immediately suspend such activity until a safe method can be employed.



Base and Extended Rates Schedule

ATTACHMENT G

PRICING SCHEDULE

TO: <https://tohowater.bonfirehub.com>

Toho Water Authority
 Procurement Services Department
 951 Martin Luther King Blvd.
 Kissimmee, FL 34741

DATE: August 7, 2025

PRICING FORM			
Item #	Position/Title	Description	Hourly Rate
1			
2			
3			
4			
6			
7			
8			
9			
10			
Additional Services			
		Mark-Up % (Material Only)	15%
	\$250 per trip does <i>not</i> apply to trips under the "Planned Project" rate.	Travel Expenses	\$250 per trip
		Others ("Planned Project" Travel Rate)	\$.94/mile
*** Include additional rate sheets as applicable***			

Please see attached pricing sheet on Page 30

The quantities specified are for evaluation purposes and may change.

☒ We do not take exception to the Scope of Work

☐ We take exception to the Scope of Work as follows:

Toho reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as it may deem to be in the best interest of Toho.

The Undersigned Agrees:

- A. To accept the stipulation of all Terms and Conditions and Specifications including delivery and other provisions.
- B. To enter into and execute an Agreement if awarded on the basis of this Bid.
- C. To accomplish the work in accordance with the Bid documents and Specifications.

Company: General Control Systems, Inc.

Address: 3520 Airport Rd

City: Lakeland State: Florida Zip: 33811

Print Name: ERIC SULLIVAN Title: Business Development Manager

Telephone: 863-250-8069 Fax: Email: florida.bids@generalconstrolsystems.com

Federal Tax ID 14-1795181

Signature: Eric Sullivan Date: 8/4/25



PRICING SCHEDULE

Item #	Position/Title	(1) Business Hours Hourly Rate	(1) Overtime Hours Hourly Rate	(1) Holiday Hourly Rate	(2) Non-Emergency Hourly Rate	(3) Planned Projects Hourly Rate
1	Electrician	\$140.00	\$210.00	\$280.00	\$120.00	\$105.00
2	Instrumentation & Controls Technician	\$175.00	\$263.00	\$350.00	\$135.00	\$125.00
3	Fiber Optic Technician	\$175.00	\$263.00	\$350.00	\$135.00	\$125.00
4	Control Systems Engineer	\$195.00	\$293.00	\$390.00	\$150.00	\$130.00
5	Control Systems Engineer - Remote/Call Support	\$150.00	\$225.00	\$300.00	\$135.00	\$125.00
6	Network Specialist	\$195.00	\$293.00	\$390.00	\$150.00	\$130.00
7	Programmer	\$195.00	\$293.00	\$390.00	\$150.00	\$130.00
8	Sr. Professional	\$200.00	\$350.00	\$400.00	\$160.00	\$150.00
9	Project Manager	N/A	N/A	N/A	N/A	\$125.00
10	CAD Technician	N/A	N/A	N/A	N/A	\$100.00

(1) Business Hours, Overtime Hours, Holiday Hours as defined by TWA in Section 3.10 of RFP. Work with less than 48 hours' notice.

(2) Non-Emergency: Work scheduled during business hours (Monday-Friday 8:00am to 5:30pm), with **at least 48 hours'** notice.

(3) Planned Projects: Non-emergent work executed on a **predetermined, mutually** agreed schedule. Travel rate is \$.94/mile. \$250 per trip travel fee does **not** apply for planned projects.



RECOMMENDATION FOR AWARD

Date: September 03, 2025

To: All Prospective Offerors

Issued By: Charvelle M. Adorkor, Procurement Coordinator II

Subject: RFP-25-005 | Instrumentation and Control Services

The Toho Water Authority has completed its review and evaluation of the bid submittals for the subject solicitation. The Procurement Services Department hereby provides notification of the intent to recommend the following firm for award:

General Control Systems, INC

Inframark, LLC

Revere Controls, LLC

BCI Technologies, INC

McKim & Creed, INC.

The Authority appreciates the interest of all respondents to the subject solicitation and encourages participation in our future solicitations.

Any party having actually submitted a bid may protest the contract award by filing such a protest in writing to the Procurement Services Manager within seventy-two (72) hours of the posting of this Recommendation for Award.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 12, 2026		
Agenda Item Name		
Piggyback Purchase <i>Public Services</i>		
Requested Action		
Approve to purchase from the State of Florida contract number 25100000-23-STC with Step One Automotive DBA Ford Crestview/ CDJR Fort Walton Beach to purchase one (1) Ford F450 in the total budgeted amount of \$86,995.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. This truck will be replacing 4267, a 2007 Ford F150 that has 91,505 miles and a bad transmission. Adding this new F450 dump body truck will add versatility and efficiency throughout our Public Services department. The Procurement Services Department sought a contract from the State of Florida to purchase one (1) Ford F450. The Procurement Services Department issued a Request for Interest (RFI) number 26-091 to notify local vendors of the City's intent to purchase from another governmental entity 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. Based on this, staff recommends that the City Council approve the purchase from the State of Florida contract. The State of Florida contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy. The use of piggyback contracts is allowed under the Procurement Policy, Section E.9, and is a procurement best practice that takes advantage of competitive pricing on a contract formerly bid by another government agency. The Procurement Services Department has determined that using piggyback contracts is advantageous and in the City's best interest 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 be utilized. Each Department budgets purchases associated with piggyback contracts. The estimated annual value does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
The vehicle purchase is included in the current year's approved budget and funded by the Capital Projects Fund.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$86,995	32542-66400 Capital Vehicles	\$89,152
Exhibits Attached (copies of original agreements)		
1. RFI 26-091	RFI 26-091.pdf	
2. CLERMONT F450 Quote	CLERMONT F450 Quote.pdf	



REQUEST FOR INFORMATION

RFI 26-091

INTENT TO UTILIZE THE STATE OF FLORIDA CONTRACT TO PURCHASE VEHICLE

City of Clermont
685 W. Montrose Street
Clermont, FL 34711

RELEASE DATE: April 28, 2026

DEADLINE FOR QUESTIONS: May 6, 2026

RESPONSE DEADLINE: May 6, 2026, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/clermontfl>

City of Clermont
REQUEST FOR INFORMATION

Intent to Utilize the State of Florida Contract to Purchase Vehicle

- I. Introduction
- II. Response Procedures.....

Attachments:

B - Vendor Information

E - OpenGov Vendor Registration

1. Introduction

Thank you for your interest in doing business with the City of Clermont. Vendors interested in responding to this Request for Information (RFI) are encouraged to carefully review the entire solicitation package prior to preparing and submitting a response.

Hardcopy responses may be delivered to:
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 conduct business in the State of Florida at the time of submittal.

1.1. Summary

Intent to Utilize the State of Florida Contract to Purchase Vehicle

1.2. Contact Information

Ramsey Jimenez
Procurement Manager
685 W Montrose St
Clermont, FL 34711
Email: rjimenez@clermontfl.org
Phone: [\(352\) 241-7353](tel:(352)241-7353)

Department:
Public Services - Public Works

1.3. Timeline

Solicitation Release Date	April 28, 2026
Question Deadline	May 6, 2026, 12:00pm
Response Deadline	May 6, 2026, 3:00pm

2. Response Procedures

2.1. Electronic Bidding System

The City of Clermont utilizes OpenGov (“Software Administrator”), an e-Procurement System (“Portal”) that provides bid notification and solicitation management services to interested vendors and contractors. Through the Portal, vendors can register online to receive notifications of new solicitations, addenda, and award announcements. Registration and participation in solicitations are free of charge, and no fees will be assessed to awarded vendors.

Vendors with internet access are encouraged to review registration options and create an account at:

 <https://procurement.opengov.com/portal/clermontfl>

The City of Clermont utilizes NIGP Commodity Codes within the Portal to notify registered vendors when new projects are posted that correspond to the commodity codes selected in their vendor profile. Vendors are encouraged to keep their profiles and NIGP codes up to date to ensure they receive relevant notifications.

2.2. Cooperative Contract Purchase Notice

This Request for Information (RFI) is issued to notify vendors of the City of Clermont’s intent to purchase goods or services through an existing contract established by another government entity. This RFI is **not** an invitation to submit a bid or quote and will remain open for **seven (7) business days**.

If no qualified vendors respond to this RFI, the Procurement Services Department will proceed with utilizing the referenced contract.

Purpose

The purpose of this RFI is to identify any vendor capable of providing the products or services listed below in a timely manner. Responses will assist the City in determining whether comparable options are available in the market.

Contract Information

- A. Company Name: Step One Ford Crestview
- B. Contract Number and Title: 25-10000-23-STC Motor Vehicles
- C. Length of Contract: Through May 16, 2026
- D. Product or Service Provided: 2025/2026 FORD F450 REGULAR CAB CHASSIS 4WD 169” WB F4H
- E. Estimated Annual Expenditure: \$86,995.00

Action Required

If your company is capable of providing any of the products or services listed above, please contact the Procurement Services Director by email at fsuarez@clermontfl.org prior to the RFI due date and time to express your interest.

Prospective vendors should submit information describing their company's capabilities and ability to provide the identified product or service. Do not include pricing information.

All responses will be reviewed and evaluated by the Procurement Services Department and the requesting department. These departments will determine whether the product or service offered qualifies as an approved equal to that provided under the referenced contract.

STEP ONE



AUTOMOTIVE

PROPOSAL

STEP ONE FORD CRESTVIEW

NAME CITY OF CLERMONT

EMAIL

ATTN DUSTY

DATE 4-6-26

2025/2026 FORD F450 REGULAR CAB CHASSIS 4WD 169" WB F4H

6.7 V-8 DIESEL ENGINE WITH 10 SPEED AUTO TRANS

POWER WINDOW AND LOCKS, CRUISE CONTROL

A/C AM FM RADIO WITH BLUE TOOTH

VINYL SEATS WITH VINYL FLOORS

225/70R 19 TIRES, BACK UP CAMERA PREP KIT

LIMITED SLIP REAR AXLE, RUNNING BOARDS,

TRAILER BRAKE CONTROLLER, DUAL BATTERIES

11 FT DUMP BODY WITH 12" HIGH SIDES

CLASS V HITCH WITH LIGHT CONNECTIONS

MANUAL TRAP SYSTEM

UNIT PRICE \$86,995.00

PER STATE CONTRACT 25-10000-23-STC

DELIVERY 30 DAYS OR LESS

PURCHASER ACKNOWLEDGES:

STEP ONE AUTOMOTIVE IS UNABLE TO GUARANTEE DELIVERY DATES DUE TO MANY FACTORS, NOT LIMITED TO BUT INCLUDING: PRODUCTION SCHEDULES, WEATHER, AVAILABILITY OF RAIL CARS, ETC.

ALL PAYMENTS ARE DUE ON A NET 30 DAY BASIS UPON RECEIPT OF EACH VEHICLE AS INVOICED REGARDLESS OF THE NUMBER OF VEHICLES ON THE PURCHASE ORDER.

We thank you for the opportunity to make this proposal and will appreciate your acceptance. Acceptance of this proposal will not be binding until this proposal is approved here in writing by an official of Step One Automotive. **Return of one copy of this proposal and your purchase order number constitutes your official acceptance.**



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, May 12, 2026	
Agenda Item Name	
Piggyback Term Contract <i>Information Technology</i>	
Requested Action	
Approve to piggyback the City of Mesa Term Contract No. 2024056 with CDW Government, LLC to provide information technology solutions and services in accordance with the City of Clermont's Procurement Policy.	
Staff Report	
The Procurement Services Department, in coordination with the Information Technology Department, recommends approval of this action. At the request of the Information Technology Department, the Procurement Services Department identified the City of Mesa Term Contract No. 2024056 as a suitable procurement vehicle for information technology solutions, products, and services. This contract was competitively solicited in compliance with the City of Clermont's Procurement Policy, ensuring a cost-effective and compliant procurement process. The contract includes an initial two (2) year agreement, with the option for six (6) additional one-year renewal periods at the City's discretion. The annual estimated contract value is \$285,000, with a start date of May 13, 2026. This contract will provide information technology products and services, including software licenses and renewals, cloud-based and subscription services such as Microsoft 365, cybersecurity solutions, and related IT equipment. The contract also includes associated professional and technical services necessary for implementation, maintenance, and ongoing operations. Funding will be determined on a project-by-project basis and allocated from the Software Renewals/Support Fund, Account No. 10516-55219. For the current fiscal year, sufficient funds are available within the adopted budget to cover remaining expenditures under this contract. There is currently \$22,826.48 available in the account, as the majority of annual software licensing and subscription costs, including Microsoft 365, have already been expended. The annual estimated contract value of \$285,000 reflects anticipated expenditures in future fiscal years, when recurring software licenses, renewals, and related services will be budgeted through the City's annual budget process. This account has consistently been budgeted at levels exceeding this annual estimate. Utilizing piggyback contracts, as authorized under Procurement Policy Section E.9, enables the City to leverage competitive pricing from existing government-awarded contracts. This approach reduces administrative costs and procurement lead time while ensuring cost-effective pricing. The Procurement Services Department has reviewed and determined that this method is in the City's best interest. Approval of this contract does not obligate the City to make purchases. Individual departments will budget and allocate funds as needed for expenditures related to piggyback contracts. The estimated contract value reflects potential expenditures but does not represent a specific department's allocated budget.	
Additional Analysis	

Fiscal Impact Summary		
The annual estimated contract value of \$285,000 reflects anticipated expenditures in future fiscal years, when recurring software licenses, renewals, and related services will be budgeted through the City's annual budget process. Available funding from the current fiscal year budget is sufficient for the remainder of the fiscal year.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$22,000.00	10516-55219, Software Renewals/Support	\$22,826.48
Exhibits Attached(copies of original agreements)		
1. 2024056 Agreement	2024056 Agreement.pdf	
2. 2024056 Evaluation	2024056 Evaluation.pdf	



AGREEMENT PURSUANT TO SOLICITATION

**CITY OF MESA AGREEMENT NUMBER 2024056
INFORMATION TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES**

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466 Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 450 Mesa, AZ 85201
Attention	Ted Stallings Procurement Officer II
E-Mail	Ted.Stallings@MesaAZ.org
Phone	(480) 644-2815

With a copy to: City of Mesa – Department of Innovation and Technology
Attn: Suzanne Alberts

AND

CDW GOVERNMENT, LLC, ("Contractor")

Mailing Address	230 North Milwaukee Avenue Vernon Hills, IL 60061
Remit to Address	75 Remittance Drive, Suite 1515 Chicago, IL 60675
Attention	Emily Nye
E-Mail	emily.nye@cdwg.com
Phone	973-714-0711
Attention	Chris Andreson
E-Mail	chrande@cdgw.com
Phone	847-371-7149

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to Solicitation ("Agreement") is entered into this 5th day of July, 2024, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and CompanyName, a(n) State corporation/company/natural person ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued Solicitation number **2024056** ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

- 1. **Term**. This Agreement is for a term beginning on **July 2, 2024** and ending on **July 1, 2028**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
 - 1.1 **Renewals**. On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of six (6) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.
 - 1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Contractor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days before the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.3 **Delivery**. Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an order. Title to Products and risk of loss or damage during shipment pass from Contractor to City upon delivery to the destination specified on the applicable purchase order (F.O.B. Destination, freight prepaid and allowed). Contractor agrees to deliver all products to be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. In many cases within the City, the Contractor may be asked to deliver all products to the front counter within a given department. For special orders, the Parties agree to negotiate in good faith an alternative delivery date when necessary. Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and the City's rights therein are contained in the license agreement between such licensor(s) and the City.
- 2. **Scope of Work**. The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related

facilities as may be required by Contractor to carry out the Scope of Work.

The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Parties shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders.** Orders must be placed with the Contractor by either a: (i) Purchase Order when for a one- time purchase; (ii) procurement card; (iii) Delivery Order or Blanket Purchase Order for a requirements contract where multiple as-needed orders will be placed with the Contractor; (iv) Executed Statement of Work (SOW); or (v) Executed Cloud Service Order (CSO) Form. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement. Unless explicitly stated in a separate writing executed by the Parties, the terms and conditions on any order form, quote, or similar document provided by Contractor to the City will not take precedence over the language set forth in this Agreement or any of the documents outlined in Section 4 below.
4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, Exhibits, Solicitation, and Response, the language of the documents will control in the following order.
 - a. Amendments to the Agreement
 - b. Agreement
 - c. Exhibits
 1. Mesa Standard Terms & Conditions (Exhibit C)
 2. Pricing (Exhibit B)
 3. Scope of Work (Exhibit A)
 4. Other Exhibits not listed above
 - d. Solicitation including any addenda
 - e. Contractor's Response
5. **Payment.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B ("Pricing")** in consideration of Contractor's performance of the Scope of Work during the Term.
6. **Pricing.** Contractor's pricing shall be in the format of a minimum percentage discount off a verifiable price index. Contractor may submit discounts for various manufacturers. At the time of purchase, Contractor may offer deeper discounts beyond the discounted price list, based on volume or other factors, as applicable. Minimum discounts will remain firm during the entirety of the Term of the Agreement, unless the Contractor requests to increase its discount percentage, and Pricing will include all charges that may be incurred in fulfilling requirement(s). In addition to decreasing prices for the balance of the Term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a product is discontinued, Contractor will provide a product of the same or greater functionality, utilizing the discount structure.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

- 6.1 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this Section. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment; therefore, Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period prior to the expiration of the then-current term date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the **Consumer Price Index for All Urban Consumers** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

6.2 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the Parties. Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the Subsection 6.2. There is no guarantee the City will accept a price adjustment.

6.3 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of service or delivery;
- g. Description of materials or services provided;
- h. If materials provided, the quantity delivered and pricing of each unit;
- i. Applicable taxes; and
- j. Total amount due.

6.4 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Procurement Cardle-Payables to make payment for orders under the Agreement; otherwise, payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

6.5 **Disallowed Costs. Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

7. **Insurance.**

7.1 Contractor must obtain and maintain at its expense throughout the Term of the Agreement, at a minimum, the types and amounts of insurance set forth in this Section 7 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

- 7.2 Nothing in this Section 7 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.
- 7.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.
- 7.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the Term of the Agreement.
- 7.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.
- 7.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.
- 7.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.
- 7.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.
- 7.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
- 7.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
- 7.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For Commercial General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
- 7.9.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.
8. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within three (3) business days of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs

incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of materials, or performance of services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.

9. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor at the address listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that are attached to the Agreement as **Exhibit C**.
10. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
 - a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
 - b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
 - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
 - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
11. **Mesa Standard Terms and Conditions.** **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
12. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
13. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

Exhibits to this Agreement are the following:

 - (A) Scope of Work/ Technical Specifications
 - (B) Pricing
 - (C) Mesa Standard Terms and Conditions
14. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
15. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.

16. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

By: Edward Quedens

Edward Quedens
Printed Name

Business Services Director
Title

7/8/24 09:01 MST
Date

CDW GOVERNMENT, LLC

By: 

Dario Bertocchi
Printed Name

Vice President, Contracting Operations
Title

July 5, 2024
Date

REVIEWED BY:

By: Ted Stallings
Ted Stallings, CPPB
Procurement Officer II

**EXHIBIT A
SCOPE OF WORK**

1. **SCOPE OF WORK:** For the purchase of Information Technology Solutions, Products, and Services.
2. **ORDERING.** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Supplier are the following:
 - a. Online
 - b. Email
 - c. Telephone
 - d. Fax
3. **DELIVERY REQUIREMENT.** The contractor agrees to deliver all products to the desktop of the ordering customer and be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. In many cases within the City, the Contractor may be asked to deliver all goods to the front counter within a given department. This is the City of Mesa requirement and other participating agencies may have other delivery requirements.
4. **SCOPE OF PRODUCTS.** The intent of this solicitation is to establish a contract with the ability to purchase a comprehensive, wide variety of Information Technology Solution Products and Services including but not limited to the following categories:
 - a. **Software:** National brand name Microsoft, Google, Oracle, Enterprise applications/solutions, cyber security applications/solutions, etc.
 - b. **Personal Computer Systems:** National brand name desktop PCs, notebooks, laptops, tablets, and other related devices from Enterprise Tier and Middle Tier Contractors that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo, Panasonic, and Toshiba. Product will include the operating system license, software media and documentation in the hardware shipment.
 - c. **Standard Business Workstation:** These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.
 - d. **High End Workstation:** These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.
 - e. **Laptop Computer or Notebook:** These will be used by traveling or remote access user for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.
 - f. **Network Equipment:** This includes equipment primarily used for communications over an IP network. This includes servers (physical and virtual), layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Contractors may include, but

not limited to, Cisco Systems, Dell, Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

- g. Monitors: These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.
 - h. Computer and Network Products, Peripherals, Accessories, and Components: Complete availability of major manufacturer's product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, monitors, AV equipment, unified communications hardware, mobility hardware, modems, routers, switches, keyboards, drives, memory cards, cables, batteries, power management, supplies, etc.
 - i. Information Technology/Educational Furniture: Includes furniture design, delivery, installation, parts, maintenance, and repair and replacement.
 - j. Services: Services such as, but not limited to cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training, maintenance, advisory, managed and support services, staff augmentation, professional services, etc. In addition, services that are related to the design, use, or operation of the products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc. Services may also include materials, equipment, and supplies provided by the Reseller under an SOW.
- Note:** All hardware should come assembled. For example, if extra memory, additional drives, or peripherals are ordered, the Contractor must install them unless the Participating Agency requests, that they not be installed.
- k. Comprehensive Product Offering: Offeror's complete catalog and services offered shall be available. Each offeror awarded a contract under this solicitation may offer their complete product and service offering. Pricing for products and services must be entered on the appropriate section of the Price Page. The City reserves the right to accept or reject any or all items offered.
 - l. Financing: Options available such as lease programs and conditional sales contracts.

5. **LICENSES**. Participating Agencies may be required to sign a separate agreement, rider, or End User Licensing Agreement ("EULA"), etc., as required by manufacturers.

6. **DEFECTIVE PRODUCT**. All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping, or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) business days of initial notification.

33. **SUPPLEMENTAL PRODUCTS AND SERVICES**: The scope described in this RFP and resulting contract(s) is preliminary in nature and intended to provide Contractors with a general overview of the major tasks envisioned as part of this solicitation. The City reserves the right to expand and/or reduce the Project Objectives as may be appropriate based on the technical content of the successful Contractor's proposal and/or during contract negotiations based on budget considerations.

**EXHIBIT B
PRICING**

Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	additional manufacturers/discounts	
					Proposed Discount	Manufacturer Name
1.00	Group 1 - Systems	1) Desktops	3.25%	All Manufacturers, excluding Apple	0.50%	Apple
		2) Notebooks	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		3) Tablets	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		4) Servers (Physical and Virtual) (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc)	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
2.00	Group 2 - Input Devices	5) Keyboards	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		6) Mice	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		7) Imaging Scanners	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		8) POS Scanners	4.25%	All Manufacturers, excluding Apple	0.50%	Apple
		9) Pointing Devices	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		10) Bar Code Readers	4.25%	All Manufacturers, excluding Apple	0.50%	Apple
		11) Audio Input	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
		12) Input Adapters	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		13) PC and Network Cameras	7.00%	All Manufacturers, excluding Apple	0.50%	Apple

		14) Input Cables	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
		15) Input Accessories	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
3.00	Group 3 - Output Devices	16) Displays	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		17) Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		18) Inkjet Printres	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		19) Inkjet Photo Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		20) Laser Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		21) Label Printers	4.25%	All Manufacturers, excluding Apple	0.50%	Apple
		22) Dot Matrix Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		23) Multi-Function Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		24) Wide Format Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		25) Multi-Function Inkjet Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		26) Wide Format Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		27) Fax Machine Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		28) Printer Accessories	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		29) Projectors	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		30) Projector Accessories	5.00%	All Manufacturers, excluding Apple	0.50%	Apple

		31) Audio Input	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
		32) Video Cards	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		33) Sound Cards	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		34) Output Accessories	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		35) Printer Consumables	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
4.00	Group 4 - Memory	36) Desktop	3.25%	All Manufacturers, excluding Apple	0.50%	Apple
		37) Flash	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		38) Networking	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		39) Notebook	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		40) Printer / Fax	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		41) Server	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
5.00	Group 5 - Storage Devices	42) Adapters Fibre Channel	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		43) Adapters FireWire / USB	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
		44) Adapters IDE/ATA/SATA	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		45) Adapters RAID	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		46) Adapters SCSI	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		47) Bridges & Routers	7.00%	All Manufacturers, excluding Apple	0.50%	Apple

	48) Disk Arrays	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
	49) Disk Arrays JBOD	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
	50) Drives Magneto-Optical	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
	51) Drives Removable Disks	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
	52) Fiber Channel Switches	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
	53) Hard Disks - External	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
	54) Hard Disks - Fibre Channel	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
	55) Hard Disks - IDE/ATA/S	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
	56) Hard Disks - Notebook	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
	57) Hard Disks - SCSI	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
	58) Networking Accessories	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
	59) Optical Drives - CD-ROM	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
	60) Optical Drives - CD-RW	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
	61) Optical Drives - DVD-CD	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
	62) Optical Drives - DVD-RW	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
	63) Storage Accessories	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
	64) Storage - NAS	6.00%	All Manufacturers, excluding Apple	0.50%	Apple

		65) Storage - SAN	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		66) Tape Autoloaders -AIT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		67) Tape Autoloaders - DAT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		68) Tape Autoloaders - DLT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		69) Tape Autoloaders - LTO	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		70) Tape Drives - 4mm	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		71) Tape Drives - 8mm/VXA	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		72) Tape Drives - AIT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		73) Tape Drives - DAT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		74) Tape Drives - DLT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		75) Tape Drives - LTO/Ultrium	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		76) Tape Drives SDLT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		77) Tape Drives - Travan	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
6.00	Group 6 - Network Equipment	78) 10/100 Hubs & Switches	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		79) Bridges & Routers	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		80) Gigabit Hubs & Swtiches	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		81) Concentrators & Multiplexers	7.00%	All Manufacturers, excluding Apple	0.50%	Apple

		82) Hardware Firewalls	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		83) Intrusion Detection	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		84) KVM	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		85) Modems	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		86) Network Test Equipment	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		87) Network Adapters	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		88) Network Cables	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
		89) Network Accessories	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		90) Repeaters & Transceivers	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		91) Wireless LAN Accessories	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		92) Token Authentication	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		93) 10G Fiber Optic Transceivers	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		94) 1G Fiber Optic Transceivers	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
7.00	Group 7 - Software	95) Licensing Packages (e.g. Microsoft)	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		96) Licensing Backup	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		97) Licensing Barcode/OC	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		98) Licensing Business Application	4.00%	All Manufacturers, excluding Apple	0.50%	Apple

	99) Licensing CAD/CAM	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	100) Licensing - Cloning	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	101) Licensing - Computer Services	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	102) Licensee - Database	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	103) Licensing - Development	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	104) Licensing - Entertainment	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	105) Licensing - Financial	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	106) Licensing - Flow Chart	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	107) Licensing - Graphic Design	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	108) Licensing - Handheld	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	109) Licensing - Network OS	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	110) Licensing - OS	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	111) Licensing - Personal Organization	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	112) Licensing - Presentation	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	113) Licensing - Reference	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	114) Licensing - Report Analysis	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	115) Licensing - Spreadsheet	4.00%	All Manufacturers, excluding Apple	0.50%	Apple

	116) Licensing - Utilities	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	117) Licensing - Warranties	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	118) Licensing - Web Development	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	119) Licensing - Word Processing	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	120) Software - Backup	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	121) Software - Barcode / OCR	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	122) Software - Business Application	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	123) Software - CAD/CAM	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	124) Software - Cloning	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	125) Software - Computer Services	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	126) Software - Database	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	127) Software - Development	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	128) Software - Entertainment	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	129) Software - Financial	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	130) Software - Flow Chart	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	131) Software - Graphic Design	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	132) Software - Handheld	4.00%	All Manufacturers, excluding Apple	0.50%	Apple

		133) Software - OS	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		134) Software - Personal Organization	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		135) Software - Presentation	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		136) Software - Reference	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		137) Software - Report Analysis	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		138) Software - Spreadsheet	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		139) Software - Utilities	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		140) Software - Warranties	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		141) Software - Web Development	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		142) Software - Word Processing	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
8.00	Group 8 - Media Supplies	143) Media - 4mm tape	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		144) Media - AIT tape	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		145) Media - DAT tape	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		146) Media - DLT tape	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		147) Media LTO / Ultrium tape drive	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		148) Media - Magneto - Optical	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		149) Media - Optical	6.00%	All Manufacturers, excluding Apple	0.50%	Apple

		150) Media - SLR tape	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		151) Media - Travan tape	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		152) Media - VXA tape	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		153) Media - zip	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
9.00	Group 9 - Collaboration & IP Telephony	154) IP phones	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		155) Video conferencing products	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		156) Monitors/TV's	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		157) Mounts	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		158) Voice gateways / servers	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		159) Headsets	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		160) Audio conferencing products	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		161) Analog phones	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		162) Accessories	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
10.00	Group 10 - Other	163) Advanced Integration	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		164) Asset Disposal	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		165) Asset Management	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		166) Cables	15.00%	All Manufacturers, excluding Apple	0.50%	Apple

	167) Cables - custom	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
	168) Cables - printer	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
	169) Cloud Storage and Services (such as Azure, Amazon, Wasabi, etc.)	0.00%	All applicable Cloud providers		
	170) Complex warranties	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	171) Desktop Accessories	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
	172) Display Accessories	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	173) Electronic Services	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	174) Handheld Accessories	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
	175) Imaging Accessories	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	176) Imaging - Camcorders	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	177) Imaging - Digital Cameras	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	178) Internal Lab Service	0.00%			
	179) Lab fees	0.00%			
	180) Managed Services	0.00%			
	181) Miscellaneous solutions	0.00%			
	182) Mounting hardware for vehicles	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
	183) Networking Warranties	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	184) Notebook Accessories	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
	185) Notebook Batteries	5.00%	All Manufacturers, excluding Apple	0.50%	Apple

	186) PC Lab order services	0.00%			
	187) POS Accessories	4.25%	All Manufacturers, excluding Apple	0.50%	Apple
	188) POS Displays	4.25%	All Manufacturers, excluding Apple	0.50%	Apple
	189) Power Accessories	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	190) Power Surge Protection	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	191) Power UPS	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	192) Server Accessories	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	193) Service Charge	0.00%			
	194) System Components	0.00%			
	195) Training Courses	0.00%			
	196) Training Reference Manuals	0.00%			
	197) Warranties - Electronic	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	198) iPad / Tablet Stylus	0.50%	All Manufacturers, excluding Apple	0.50%	Apple
	199) Mouse / Wrist Pads	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
	200) Security Locks and Hardware	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
	201) Tools	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
	203) Document Scanner Accessories	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
	204) Flatbed Scanners	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
	205) Mobile Scanners	3.00%	All Manufacturers, excluding Apple	0.50%	Apple

	206) Network Scanners	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
	207) Sheetfed Scanners	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
	208) Wide Format Scanners	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
	209) Workgroup / Department Scanner	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
	210) Build to Order Desktops	3.25%	All Manufacturers, excluding Apple	0.50%	Apple
	211) Nettop	3.25%	All Manufacturers, excluding Apple	0.50%	Apple
	212) Point of Sale	4.25%	All Manufacturers, excluding Apple	0.50%	Apple
	213) Ultra Small Form Factor	3.25%	All Manufacturers, excluding Apple	0.50%	Apple
	214) Apple / Mac Memory Upgrades	0.50%	All Manufacturers, excluding Apple	0.50%	Apple
	215) Chips / SIMMs/SIPPs / ROMs	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
	216) Computer Cases	3.25%	All Manufacturers, excluding Apple	0.50%	Apple
	217) CPUs / Fans	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	218) Memory Accessories	0.00%			
	219) Motherboards / Chassis	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	220) 1 - 2 port Serial Boards	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
	221) 3+ port Serial Boards	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
	222) Console Server	7.00%	All Manufacturers, excluding Apple	0.50%	Apple

	223) Device Server	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
	224) Terminal Server	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
	225) Content Management	0.00%			
	226) Firewall / VPN Appliances	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
	227) Multifunction Security Appliances	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
	228) Network Camera Accessories	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
	229) Network Cameras	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
	230) Physical/Environmental Security	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
	231) Security Appliance Accessories	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
	232) Security Tokens	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
	233) Unified Threat Management	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
	234) 2-way Radios / Walkie Talkies	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
	235) Apple Notebooks	0.50%	All Manufacturers, excluding Apple	0.50%	Apple
	236) Convertible PCs / Slate PCs / iPad	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	237) iPad	0.50%	All Manufacturers, excluding Apple	0.50%	Apple
	238) Slate Tablet Computers	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	239) GPS / PDA	7.50%	All Manufacturers, excluding Apple	0.50%	Apple

	240) Wireless Communication Devices	4.25%	All Manufacturers, excluding Apple	0.50%	Apple
	241) Batteries	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	242) Power Supplies / Adapters	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
	243) Rackmount Equipment	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
	244) Remote Power Management	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	245) Surge Suppressors	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	246) UPS / Battery Backup	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	247) 14" & smaller LCD Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	248) 15-19" LCD Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	249) 15-19" Wide LCD Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	250) 15-19" Wide LED Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	251) 20-30" LCD Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	252) 20-30" Wide LCD Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	253) 20-30" Wide LED Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	254) PCoIP and Zero Client Displays	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	255) Arm Mounts	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	256) Ceiling Mounts	5.00%	All Manufacturers, excluding Apple	0.50%	Apple

		257) Combo Mounts	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		258) Desktop Stands / Risers	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		259) Flat Wall Mounts	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		260) Mount Accessories	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		261) Pole Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		262) Stands / Carts / Feet	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		263) Tilt Wall Mounts	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		264) C-Cure Products	0.00%			
		265) Istar Products	0.00%			
		266) Information Technology/Educational Furniture	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
11.00	Group 11 - Services	SERVICE	STANDARD HOURLY RATE	DISCOUNT FROM STANDARD RATE		
		267) Data / Mobility Architect Consultant	See Table 3 below			
		268) Design and Analysis	See Table 3 below			
		269) Cable Technician	See Table 3 below			
		270) Configuration	See Table 3 below			
		271) Engineer	See Table 3 below			
		272) Implementation	See Table 3 below			
		273) Installation	See Table 3 below			
		274) Project Coordinator	See Table 3 below			
		275) Project Manager	See Table 3 below			
		276) Technician	See Table 3 below			
		277) Training	See Table 3 below			
		278) Maintenance & Support	See Table 3 below			

		279) Solution Architect / Consultant	See Table 3 below	
		280) Staff Augmentation Services and Support	See Table 3 below	
		281) Additional Services Offered (please list any additional services offered and applicable discount / fees on a separate page and attach)	See Table 3 below	
12.00	Group 12 - Additional Products/Services Not Identified	See Table 2 below		

CDW•G- City of MESA- Contract Pricing Structure & Management

CDW•G has conformed to the National Pricing Discount structure aligning to the table above- However, CDW•G will manage the resultant contract in accordance with CDW•G's taxonomy in tables below, which shall govern all purchases under the resultant contract - This provides complete representation of CDW•G's offerings aligned with the scope of the RFP, while maintaining continuity for the City and OMNIA PPA's under the incumbent contract.

Pricing will be applied to the resultant contract, as listed in the tables below- Table 1 is based on Discount % off CDW•G's Nationally Advertised Pricing (NAP), publicly verifiable at www.cdwg.com. Additionally, certain Groups and Products such as Cloud offerings under Group 10, Services pricing under Group 11 and Group 12 are highlighted under Table 2 and 3.

Table 1- CDW•G Pricing	
Category	Minimum Discount off CDW•G Advertised
Accessories (A)	7.50%
Power, Cooling & Racks (B)	5.00%
Desktop Computers (C)	3.25%
Data Storage/Drives (D)	6.00%
Enterprise Storage (E)	6.00%
Point of Sale/Data Capture (F)	4.25%
Servers & Server Management (H)	5.00%
Services (CDW Delivered) (J)*	0.00%
Notebook/Mobile Devices (L)	4.00%
Chromebooks (CBK)	0.00%
NetComm Products (N)	7.00%

Carts and Furniture (O)	6.00%
Printing & Document Scanning (P)	3.00%
Services (Partner Delivered) (Q)*	5.00%
Client Configure-to-Order (R)	3.25%
Software (S)	4.00%
Collaboration Hardware (T)	6.00%
Video & Audio (V)	5.00%
Cables (W)	15.00%
Apple (All Categories)	0.50%

CDW•G is pleased to offer the City of Mesa and OMNIA Partners Participating Public Agencies ("PPA") a discount off CDW•G Nationally Advertised Pricing (NAP) structure.

Cloud offerings are constantly evolving and increasingly complex, with a range of subscription and consumption-based offerings, SaaS, IaaS, PaaS, among others. CDW•G's pricing is based on Discount 0% off MSRP where available to CDW•G. In cases where MSRP pricing is not available and/or the offering is unique, pricing will be based on CDW•G invoiced price. This structure provides the necessary flexibility, to enable the City of Mesa and OMNIA Partners Participating Public Agencies to make purchases offerings, as cloud offerings evolve, through life of our contract.

The City of Mesa and OMNIA Partners Participating Public Agencies acknowledge that CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, City of Mesa, OMNIA Partners, and Participating Public Agencies rely only on the Cloud Service.

Provider's service descriptions and the terms and conditions set forth in the Cloud Provider's Services Terms and Conditions. Accordingly, City of Mesa and OMNIA Partners shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and City of Mesa, OMNIA Partners, and its members/participating entities, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offering.

CDW•G will provide Customer with a discount as a percentage off of CDW•G's Nationally Advertised Price (NAP) for the CDW•G defined Product Categories listed above, provided that Customer references this Agreement when placing an order with CDW•G.

Prices include lowest ground freight within the 48 contiguous United States when referencing this Agreement. All orders are subject to CDW•G's standard shipping policies in effect at the time of order placement. In those instances that call for express or overnight delivery, shipping costs will be pre-paid by CDW•G and added to the customer invoice.

Clarifications

*These are services tied to CDW•G internal taxonomy J and Q, which includes subset of offerings such as configurations, warranty, and specific installation services, and are not subject to a Statement of Work. These do not include the services broken out in the individual tabs, including other professional services, which require a mutually executed Statement of Work between CDW•G and Customer.

Table 2

For group 12, specialized offerings not specifically contemplated under this RFP but existing under the scope of Technology offerings, CDW•G and OMNIA PPA will mutually agree upon/execute document; such as a Statement of Work (SOW), and pricing will be based on CDW•G invoice.

Table 3

For Services under Group 11, we have included rate cards with hourly rates/services pricing for the following categories:

Digital Velocity Services
ServiceNow Services
Amplified IT Services
Staff Augmentation Services
Managed Services
Other Professional Services

For all hourly rates proposed by CDW•G in this pricing file and contained within our proposal, our offer is contingent on a 5% year over year escalation, on the contract's annual anniversary date, which will act as a not to exceed rate. Given the timespan between submission and official award and contract start dates, CDW•G reserves the right to impose up to an additional, one-time 5% increase in the first year of this agreement on or after May 1, 2024 to ensure alignment with standard rate adjustments.

CDW•G has been very successful in managing labor rates during unstable market conditions including taking advantage of our vast in-house, in-market resources and certified, approved subcontract pool while also leveraging remote services, where practical and applicable. During the contract term, CDW•G reserves the right to propose changes to labor rate categories to reflect extraordinary market conditions which might impact labor rates and present to City of Mesa and OMNIA Partners for review and approval. City of Mesa and OMNIA Partners will review and approve such rates through a mutually agreed upon amendment no later than 30 calendar days upon presentation.

Services requiring a specific Statement of Work (SoW) must be mutually executed between the customer and CDW•G before work begins. We have provided a sample SoW at the end of Tab E in our response.

For any service engagement, if there are applicable Travel and Expenses (T&E) charges, they will be agreed and mutually executed upon in a comprehensive Statement of Work. However, CDW•G will utilize its national footprint of service providers and in-market engineers. We also utilize remote technologies and services where applicable to mitigate such expenses.

Digital Velocity Services	
Role	Hourly Rate
DVS F-CTO	\$350.00
DVS Digital Strategy Consultant	\$305.00
DVS Digital Product Strategist	\$270.00
DVS Principal Engineer/Tech Lead	\$350.00
DVS Architect	\$300.00
DVS Senior Engineer	\$250.00
DVS Engineer	\$225.00
DVS Associate Engineer	\$200.00
DVS Program Manager	\$245.00
DVS Sr. Technical Project Manager	\$230.00
DVS Technical Project Manager	\$205.00
DVS Project Coordinator	\$165.00

ServiceNow Solutions Services	
Role	Hourly Rate
ServiceNow Associate Project Manager	\$165.00
ServiceNow Associate Consulting Engineer	\$170.00
ServiceNow Engagement Manager	\$235.00
ServiceNow Business Process Consultant	\$255.00
ServiceNow Principal Consultant	\$275.00
ServiceNow Organizational Change Management Consultant	\$275.00
ServiceNow Integration Expert	\$250.00
ServiceNow Quality Assurance Expert	\$200.00
ServiceNow Solution Architect	\$255.00
ServiceNow Technical Consultant/Developer	\$220.00
ServiceNow Trainer	\$235.00

Managed Services	
Managed Service	Monthly Price*
Basic/Essential/Premium Support for AWS, GCP, and AZURE	Fees are based on a percentage of the customer's actual consumption of AWS, GCP, Azure services
Basic Service - \$0 to 10K	As Invoiced
Basic Service - \$10K to \$250K	As Invoiced
Basic Service - \$250K+	As Invoiced
Essential Service - \$0 to \$35K	As Invoiced
Essential Service - \$35 to \$75K	As Invoiced
Essential Service - \$75K+	As Invoiced

Premium Service - \$0 to \$100K	As Invoiced
Premium Service - \$100K to \$250K	As Invoiced
Premium Service - \$250K+	As Invoiced
*If CDW•G is billing the customer for Basic consumption, no pricing uplift is applied.	



Basic
Included with CDW billing for cloud consumption

Stand-alone pricing (consumption direct with vendor):
\$49/month if under \$1,000
5% = \$1,001 to \$10,000
3% = \$10,001 to \$250,000
2.5% = \$250,001+



Essential

\$400/month if under \$2,250
18 % = \$2,251 to \$35,000
15% = \$35,001 to \$75,000
12% = \$75,001+



Premium
Pick Two
\$2,500/month if under \$10,000
25 % = \$10,001 to \$100,000
20% = \$100,001 to \$250,000
15% = \$250,001 +
OS & DB Bundle
\$3,000/month if under 10,000
33 % = \$10,001 to \$100,000
28% = \$100,001 to \$250,000
23% = \$250,001 +

PERCENTAGE BASED ON MONTHLY CLOUD CONSUMPTION

The offered pricing discount below applies to a la carte and bundle packages of Gopher applications.

Amplified IT SaaS Offerings*	
Option	Discount off MSRP
Gopher products	2%
Little SIS	2%

SaaS items are priced at a 2% Discount off MSRP. Amplified IT MSRP can be found at the following link: <https://www.amplifiedit.com/msrp/>

Amplified Services	
Google for Educations (GFE)	
Option	Discount off MSRP
GFE Audit - K-12	2%
GFE Audit - Higher Ed	2%
GFE KickStart Package	2%
GFE Support - Support Hours	2%
GFE Support - 20 Support Hours	2%
GFE Support - 40 Support Hours	2%
GFE Support - Adhoc Support Hours	2%
North American GFE Technical Collaborative	2%
GFE Training/Consultancy - Full Day Onsite	2%
GFE Chrome Checkup	2%
Amplified IT Training	
Option	Discount off MSRP
Amplified IT Admin Level 1 Certification Training - Self-Paced	2%
Amplified IT Admin Level 2 Certification Training - Self-Paced	2%
Amplified IT Admin Security Specialist Certification Training - Self-Paced	2%
Amplified IT Admin Security Bundle	2%

**These services are available to education entities only.*

Staff Augmentation Services			
Role	Standard	Mid-Level	Senior
Infrastructure Architects	\$170.00	\$180.00	\$195.00
Solutions Architects	\$175.00	\$195.00	\$215.00
Site Reliability Engineers	\$185.00	\$195.00	\$205.00
Network Administrators	\$100.00	\$115.00	\$125.00

Network Engineers	\$135.00	\$150.00	\$165.00
Network BAs/BSAs	\$130.00	\$135.00	\$140.00
Systems Administrators	\$115.00	\$130.00	\$145.00
Systems Engineers	\$140.00	\$155.00	\$170.00
Systems BAs/BSAs	\$135.00	\$145.00	\$155.00
Storage Engineers	\$165.00	\$160.00	\$195.00
Virtualization Engineers	\$135.00	\$155.00	\$180.00
Salesforce Administrators	\$125.00	\$155.00	\$185.00
Salesforce Engineers	\$175.00	\$195.00	\$215.00
Salesforce Developers	\$165.00	\$175.00	\$185.00
ServiceNow Administrators	\$155.00	\$165.00	\$175.00
ServiceNow Engineers	\$165.00	\$180.00	\$195.00
ServiceNow Developers	\$150.00	\$165.00	\$180.00
SolarWinds Engineers	\$165.00	\$180.00	\$205.00
AWS Engineers	\$185.00	\$205.00	\$225.00
AWS Developers	\$170.00	\$175.00	\$180.00
Azure Engineers	\$180.00	\$195.00	\$215.00
Azure Developers	\$135.00	\$145.00	\$160.00
GCP Engineers	\$200.00	\$235.00	\$265.00
GCP Developers	\$200.00	\$235.00	\$265.00
Front-end Developers	\$165.00	\$170.00	\$175.00
Back-end Developers	\$170.00	\$180.00	\$185.00
Scala Developers	\$200.00	\$215.00	\$225.00
Project Managers	\$135.00	\$150.00	\$165.00
Scrum Masters	\$165.00	\$180.00	\$195.00
DevOps Engineers	\$165.00	\$175.00	\$190.00
Software Development Engineer in Test	\$170.00	\$180.00	\$195.00
InfoSec Analysts	\$145.00	\$160.00	\$175.00
Quality Assurance Analysts	\$140.00	\$150.00	\$160.00
Quality Assurance Engineers	\$140.00	\$150.00	\$160.00

Managed Services Application	
Item	Rate
Microsoft System Center Configuration Manager (SCCM) - Gold	\$517.50
Microsoft Active Directory - Small Environment 2-10 DCs - Gold	\$545.10
DHCP Support add to MS AD above	\$155.94
Microsoft Active Directory - Medium Environment 11-20 DCs - Gold	\$828.00
Microsoft Active Directory - Large Environment 21+ DCs - Gold	\$1,587.00
Microsoft Active Directory Federation Services (ADFS) - Gold	\$745.20
Mimix/ITERA for iSeries - Gold (Priced PER "a" and "b" side)	\$207.00
Managed Services Backup	
Item	Rate
IBM Tivoli Storage Manager Gold	\$2,070.00
Commvault RMS Backup Environment SM: 1-250 VMs - Gold	\$1,138.50
Cohesity RMS SM: 1-250 VMs - Gold	\$1,138.50
Commvault RMS Backup Environment Med: 251-600 VMs - Gold	\$1,656.00
Commvault RMS Backup Environment Large: 601-1000 VMs - Gold	\$2,070.00
Commvault RMS Backup Environment XL: 1000+ VMs - Gold	\$2,622.00
Veeam RMS SM: 1-250 VMs - Gold	\$1,138.50
Veeam RMS Med: 251-600 VMs - Gold	\$1,656.00
Veeam RMS Lrg: 601-1000 VMs - Gold	\$2,070.00
Veeam RMS XL: 1000+ VMs - Gold	\$2,622.00
EMC Avamar RMS SM: 1-250 VMs - Gold	\$1,138.50
EMC Avamar RMS Med: 251-600 VMs - Gold	\$1,656.00
EMC Avamar RMS Lrg: 601-1000 VMs - Gold	\$2,070.00
EMC Avamar RMS XL: 1000 VMs - Gold	\$2,622.00

EMC Data Domain - Gold	\$2,070.00
Microsoft System Center DPM - SM <100 - Gold	\$1,656.00
Microsoft System Center DPM - Med 100 - 500 - Gold	\$2,070.00
Microsoft System Center DPM - Lrg >500 Gold	\$2,622.00
Microsoft System Center DPM - XL - Gold	\$3,312.00
Managed Services OS	
Item	Rate
Windows - Gold	77.63 O/S
Linux O/S (Red Hat/SUSE) - Gold	\$155.94
AIX O/S - Gold	\$295.32
IBM System I - Gold	\$1,242.00
Managed Services Security	
Item	Rate
Cisco ASA - Gold	\$560.28
Cisco Firepower Services (Per Sensor) - Gold	\$313.26
Cisco Firepower Threat Defense - Gold	\$614.10
Palo Alto Firewall wo Panorama - Gold	\$523.02
Palo Alto Firewall w Panorama - Gold	\$523.02
Palo Alto Panorama - Gold	\$253.92
Cisco Identity Services Engine (ISE) - Gold	\$513.87
Fortinet Firewall wo FortiManager – Gold	\$523.02
Fortinet Firewall w FortiManager – Gold	\$523.02
Fortinet FortiManager – Gold	\$253.92
Fortinet FortiAnalyzer – Gold	\$77.28
Cisco Umbrella - Gold (Per User)	\$0.84

Managed Services Virtualization	
Item	Rate
VMware ESXi - Gold	\$200.10
Nutanix AHV - Gold	\$200.10
Microsoft Hyper-V - Gold	\$200.10

Managed Services Storage	
Item	Rate
Controller: IBM Storage Virtualization (priced per controller) - Gold	\$1,035.00
Storage: Disk per 1 TB Raw [For first 100 TB] - Gold	\$16.56
Storage: Disk per 1 TB Raw [For TBs over 100 TB] - Gold	\$2.21
SAN Switch - Gold	\$227.70
Controller: NetApp (Priced per controller) - Gold	\$1,035.00
Controller: EMC (Priced per controller) - Gold	\$1,035.00
Controller: IBM (Priced per controller) - Gold	\$1,035.00

Managed Services UC	
Item	Rate
Call Control: Cisco Analog Voice Gateway-Gold	\$18.63
Call Control: Cisco CUCM/IM&P Server - Gold	\$517.50
Call Control: Cisco Unity Connection (UCONN) - Gold	\$379.50
Call Control: Cisco Voice Gateway - Gold	\$69.00
Call Control: Cisco Business Edition 6000 Lifeline - Gold	\$772.39
Call Control: Cisco Attendant Console (CUxAC) - Gold	\$517.50
Call Control: VistaPoint Attendant Console - Gold	\$517.50

Call Control: Cisco Call Manager Express - Gold	\$172.50
Call Control: Cisco Unified Border Element (CUBE) - Gold	\$172.50
Call Control: Cisco Prime License Manager (ELM/PLM) - Gold	\$138.00
Call Control: Cisco Prime Collaboration Deployment - Gold	\$138.00
911: Cisco Emergency Responder (CER) - Gold	\$379.50
Voice Mail: Cisco Unity Express - Gold	\$172.50
Notification: InformaCast from Singlewire - Gold	\$379.50
Call Experience Testing - 2CPH - Gold	\$472.10
Managed Services Contact Center	
Item	Rate
Contact Center: Exony Virtual Integration Manager (VIM) - Gold	\$450.00
Contact Center: Unified Contact Center Enterprise Server (UCCE) - Gold (Includes: CVP Call Server, CVP Reporting Server, CVP VXML Server, Call Server, Data Server, Administration Server (AW-HDS-DDS), Historical Data Server (HDS), Client Administrative WorkStation (Client AW), Central Controller, Dialer, Logger, CUIIC, Rogger, and Peripheral Gateway (PG).)	\$434.70
Contact Center: Cisco / Calabrio Quality Management (QM) - Gold	\$434.70
Contact Center: Cisco / Calabrio Workforce Management (WFM) - Gold	\$386.40
Contact Center: Virtualized Voice Browser (VVB) - Gold	\$103.50
Contact Center: UCC Express (UCCX) / Finesse - Gold (Contact Center Express, Cisco Finesse, or IPIVR/VRU)	\$434.70
Contact Center: Cisco Unified Intelligence Center - Gold	\$432.54
Contact Center: SocialMiner - Gold	\$434.70

Contact Center: 2Ring Dashboards and Wallboards - Gold	\$434.70
Contact Center: Email Interaction Manager (EIM/WIM/CIM) - Gold	\$434.70
Contact Center: Enterprise Chat and Email (ECE) - Gold	\$434.70
Contact Center: eGain Analytics - Gold	\$386.40
Contact Center: ESNA Cloudlink - Gold	\$138.00
CVP: CVP Operations Console - Gold	\$386.40
CVP: SIP Proxy (CUSP) - Gold	\$193.10
CVP: Ingress Gateway - Gold	\$103.50
CVP: VXML Gateway - Gold	\$103.50
Bucher and Suter (Connector for Salesforce.com) - Gold	\$138.00
Managed Services UC Video	
Item	Rate
Cisco WebEx Meetings Server (CWMS) - Gold	\$379.50
Cisco WebEx Cloud Connected Audio - Gold	\$424.81
Cisco Meeting Place Express - Gold	\$379.50
UC Video: Cisco Meeting Server (CMS) - Gold	\$207.00
UC Video: Cisco Meeting Manager (CMM) - Gold	\$207.00
UC Video: Cisco Telepresence Content Server - Gold	\$379.50
UC Video: Expressway-C / Expressway-E - Gold	\$207.00
UC Video: Telepresence Management Suite (TMS) - Gold	\$517.50
Cisco Webex Hybrid Directory Connector - Gold	\$207.00
UC Video: PEXIP Infinity / Infinity Connect Management Node - Gold	\$207.00
UC Video: PEXIP Infinity / Infinity Connect Conferencing Node - Gold	\$207.00
UC Video: MSE Chassis - Gold	\$138.00
UC Video: MCU MSE Blade - Gold	\$103.50
UC Video: Gateway (GW) MSE Blade - Gold	\$103.50

UC Video: Endpoint Management - Gold	\$69.00
UC Video: Telepresence Server Blade - Gold	\$103.50
UC Video: Telepresence MCU - Gold	\$103.50
Bucher and Suter (Connector for Salesforce.com) - Gold	\$138.00
Managed Additional Services	
Item	Rate
Managed Services Engineering and Consulting	\$240.00

These rates are subject to re-evaluation after the initial contract base term.

Time and materials support - out of scope services

Hourly price is \$240

Recurring services are subject to monthly minimum fees and time and materials support is subject to additional terms

Unscheduled after hours support is 2x hourly rate with a 2 hour minimum requirement

Managed Services Application requires a specific Statement of Work executed between the customer and CDW•G.

Other Professional Services	
Role	Hourly Rate
Associate Consulting Engineer	\$175.00
Consulting Engineer	\$215.00
Senior Consulting Engineer	\$225.00
Technical Lead / Principal Consulting Engineer	\$255.00
Enterprise Consulting Architect	\$255.00
Business Consulting Analyst	\$245.00
Project Administrator	\$165.00
Project Manager	\$210.00
Senior Project Manager	\$215.00
Enterprise Project Manager, PMO Lead	\$230.00
Program Manager	\$230.00
Technical Architect	\$350.00
Incident Responder/Forensic Analyst	\$350.00

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
 - a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace.

Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
 - i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
 - ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
 - iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
 - v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6U) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.
- 10. **SALES/USE TAX, OTHER TAXES.**
 - a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.
 - b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.
- 11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
- a. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.
 - b. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.
13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City. Notwithstanding the foregoing, any Agreement audits must be pursuant to a signed Confidentiality Agreement agreed to by both parties which will be subject to applicable law, including the Arizona Public Records law. Contractor is not required to keep original documents and copies of relevant documents will suffice for the purposes of this provision. The audit must be conducted during regular business hours at a mutually agreeable time and location, and upon reasonable advanced notice of records to be audited.
14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.
16. **DEFAULT.**
- a. A party will be in default if that party:
 - i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;

- ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
 - iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
 - iv. Fails to carry out any term, promise, or condition of the Agreement.
 - b. Contractor **will** be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
 - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non- defaulting party to provide notice of the default does not waive any rights under the Agreement.
 - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
 - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d. Neither party will be liable for incidental, special, or consequential damages.
18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the

Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION/LIABILITY.**
 - a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) misconduct by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with this Agreement. However, notwithstanding the prior sentence, any claim shall not be an indemnified claim if such claim or damage was caused in whole by the actions of the City, its employees, agents, contractors or representatives.
 - b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
 - c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or Services.
 - d. IN THE EVENT OF ANY LIABILITY INCURRED BY CONTRACTOR OR ANY OF ITS AFFILIATES HEREUNDER, INCLUDING INDEMNIFICATION OF CITY BY CONTRACTOR, THE ENTIRE LIABILITY OF CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED \$5,000,000.00 OVER THE ENTIRE TERM OF THE AGREEMENT.
25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of Exhibit A. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner, as stated below.
 - a. **Manufacturer's Warranty.** The City understands that the Contractor is not the manufacturer of the products purchased by the City hereunder and the only materials (product) warranties offered are those of the manufacturer, not the Contractor or its affiliates unless the manufacturer is the Contractor or its affiliates. THE CONTRACTOR AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.
 - b. **Services Warranty.** City's sole and exclusive remedy with respect to a warranty on the Services provided by Contractor will be, at the sole option of Contractor, to either: (a) use its reasonable commercial efforts to reperform any services not in substantial compliance with this warranty, or (b) refund amounts paid by City related to the portion of the services not in substantial

compliance; provided, in each case, City notifies Contractor in writing within five (5) business days after performance of the applicable Services. City shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption during the performance of services and for any necessary reconstruction thereof.

c. **Third Party Services Warranty.** In connection with the products (materials), certain services, such as extended warranty service by manufacturers, are sold by the Contractor as a distributor or sales agent ("Third Party Services"). In the case of Third Party Services, the third party will be the party responsible for providing the services to the City and the City will look to the third party for any loss, claims or damages arising from or related to the provision of such Third- Party Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by the Contractor will be collected solely in the capacity as an independent sales agent.

26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.
28. **OWNERSHIP.**
- a. Except as it pertains to the Work Product in Subsection (b) below, all deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
 - b. City's rights to Work Product (meaning deliverables to be provided or created individually or jointly in connection with the services, not materials, provided by Contractor, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information, whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Agreement that are embodied in such work or materials) will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for City's internal use. City obtains no ownership or other property rights thereto. City agrees that Contractor may incorporate intellectual property created by third parties into the Work Product and that City's right to use such Work Product may be subject to the rights of, and limited by agreements with, such third parties
29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion.

Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.

31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
32. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of Contractor's goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties. Notwithstanding the foregoing, title to third party software, the licenses to which are resold by Contractor, will remain with the third party. City's rights in such software are specified in the license agreement between such third party and City
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right (collectively "Claim") and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any Claim, or pay any settlement of such Claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its sole option and its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years based on a five (5) year straight line amortized basis. The foregoing provisions in this Section state the entire liability of Contractor and the sole and exclusive remedy of the City with respect to any Claim. Contractor shall have no liability or obligation to the City to the extent any Claim is based upon: (i) any combination of anything provided by Contractor with other software, hardware or other materials not authorized by Contractor or manufacturer; or (ii) any addition to, or modification of, anything provided by Contractor made after delivery to the City by any person other than Contractor.
36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed

upon by the parties.

38. **COOPERATIVE USE OF CONTRACT.** This contract is available through National OMNIA Partnersto agencies nationwide. The City has also entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies through National IPA or SAVE in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others. The City is not a party to any agreements between the Contractor and National IPA, National IPA and other agencies, the Contractor and other agencies, or any third-party contracts in any way related to this Agreement or the cooperative use of this Agreement.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via email or facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, email or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.
42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary

to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.
47. **PCI DSS COMPLIANCE.** In the event any Contractor engages in payment card transactions as a part of the services provided to City, Contractor shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS during the Term of this Agreement. Contractor accepts responsibility for the security of City's and/or any customer's credit card data in its possession, even if all or a portion of the services to City are subcontracted to third parties.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS

1. DEFAULT.

1.1. A party will be in default of the Agreement if that party:

- i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
- ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
- iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
- iv. Fails to carry out any term, promise, or condition of the Agreement.

1.2. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and Solicitations in accordance with Article 6 of the City's Procurement Rules.

1.3. Notice and Opportunity to Cure. In the event a party is in default then the other party will provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default, unless the default is of a nature that it is reasonably anticipated to affect the health, safety, or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.

Anticipatory Repudiation. Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event, demand is made and no written assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement entitling the City to terminate the Agreement in accordance with section 17(a) below.

Agreed ☒ NA ☐ Exception:

2. REMEDIES. The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

- 2.1. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
- 2.2. The City may purchase the services or materials required under the Agreement from the open market, complete the required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price in the Agreement, the City may recover the excess cost by: (i) requiring immediate reimbursement by the Contractor to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in this Subsection (b) include any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement including, but not limited to, administrative expenses, attorneys' fees, and costs.
- 2.3. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
- 2.4. Neither party will be liable for incidental, special, or consequential damages.

Agreed ☒ NA ☐ Exception:

3. CONTINUATION DURING DISPUTES. Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

Agreed ☒ NA ☐ Exception:

4. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.

Agreed ☒ NA ☐ Exception:

5. **NONDISCRIMINATION.** Contractor understands and acknowledges that it is the policy of the City of Mesa to promote non-discrimination. As such, Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, national origin, age, disability, religion, sex, sexual orientation, gender identity and expression, veterans' status, marital status, or genetic information, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In performance under this Agreement, Contractor and Contractor's personnel will comply with applicable provisions of the following laws (as amended): Title VII of the U.S. Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and any other applicable non-discrimination laws and rules.

Agreed ☒ NA ☐ Exception:

6. **DAVIS-BACON ACT.** For all prime construction contracts in excess of \$2,000, 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. 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. Additionally, contractors are required to pay wages not less than once a week.

Agreed ☒ NA ☐ Exception:

7. **COPELAND "ANTI-KICKBACK" ACT.**

- 7.1. 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.
- 7.2. 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.
- 7.3. 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.

Agreed ☒ NA ☐ Exception:

8. **CONTRACT WORK AND SAFETY STANDARDS ACT.** Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts in excess of \$100,000 that involve the employment of mechanics or laborers each contractor shall 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.

- 8.1. 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.
- 8.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation 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 this section, in the sum of \$26 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 this section.

8.3. Withholding for unpaid wages and liquidated damages. The City 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 this section.

8.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 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 this section.

Agreed ☒ NA ☐ Exception:

9. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If this Contract is for the performance of experimental, developmental, or research work, including any assignment, substitution of parties, or subcontracts, the City and the Contractor shall comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements) and any implementing regulations issued.

Agreed ☒ NA ☐ Exception:

10. **CLEAN AIR ACT.** The contractor agrees to:

10.1. 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.

10.2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the required Federal Agencies.

10.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000.

Agreed ☒ NA ☐ Exception:

11. **FEDERAL WATER POLLUTION CONTROL ACT.**

11.1. 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.

11.2. The contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the required Federal Agencies.

11.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Agreed ☒ NA ☐ Exception:

12. **DEBARMENT.** If the Respondent has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government or agency, or if any such preclusion from participation from any public procurement activity is currently pending, the Respondent shall include a letter with its Response identifying the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances must be provided by the Respondent, including the details enumerated above. A Response from a Respondent who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected. Failure of a Respondent to disclose a debarment or suspension in accordance with this Section may result in the Response being disqualified for an award of the Solicitation. Debarment status will be verified using the federal System for Award Management (SAM).

Agreed ☒ NA ☐ Exception:

13. **ACCESS TO RECORDS.** Offeror agrees that the City or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Agreed ☒ NA ☐ Exception:

14. **RECORDS RETENTION.** When federal funds are expended by the City for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain these records as required for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Agreed ☒ NA ☐ Exception:

15. **ENERGY POLICY AND CONSERVATION ACT.** Contractor must 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 (42 U.S.C. §6201).

Agreed ☒ NA ☐ Exception:

16. **BUY AMERICA.** The Buy America requirements apply to construction contracts and acquisitions for goods or rolling stock valued at more than \$100,000. The Contractor agrees to comply with 49 U.S.C. §5323(j) and its implementing regulations at 49 CFR Part 661. any amendments thereto and any implementing guidance issued by the FTA.

Agreed ☒ NA ☐ Exception:

17. **APPLICABILITY TO SUBCONTRACTORS.** Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Agreed ☒ NA ☐ Exception:

18. **SOLID WASTE DISPOSAL ACT.** The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Agreed ☒ NA ☐ Exception:

19. **BYRD ANTI-LOBBYING AMENDMENT.** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered.

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

- 19.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative

agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- 19.3. This certification shall be included in 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.

Please check the appropriate box:

- ☒ No funds have been used or are planned to be used for lobbying in connection with this contract, or
☐ Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of funds for lobbying in connection with this contract.

Agreed ☒ NA ☐ Exception:

Offeror agrees to comply with the requirements in these Terms and Conditions as well as all federal, state, and local laws, rules, regulations, and ordinances, as applicable.

Company Name: CDW Government LLC

Phone Number: 813-462-4023 email address: dariber@cdw.com

Printed Name and Title of Authorized Representative: Dario Bertocchi - Vice President, Contracting Operations

Signature of Authorized Representative: Dario J. Bertocchi Digitally signed by Dario J. Bertocchi
Date: 2023.12.18 09:31:29 -05'00' Date: December 15, 2023



City Council Report

Date: July 1, 2024
To: City Council
Through: Mike Kennington, Deputy City Manager/Chief Financial Officer
From: Edward Quedens, Business Services Director
Kristy Garcia, Procurement Administrator
Subject: Four-Year Term Contract with Six Years of Renewal Options for Information Technology Solutions and Services for Various City Departments as requested by the Department of Innovation and Technology (**Citywide**)

Purpose and Recommendation

Council is requested to approve the contract amendment as recommended.

A committee representing the Department of Innovation and Technology, , and Procurement Services evaluated responses. The evaluation committee recommends awarding the contract to the highest scored proposals from CDW Government LLC; and SHI International Corp., at \$15,000,000 annually, based on estimated requirements, with an annual increase allowance of up to 5% or the adjusted Consumer Price Index.

Background / Discussion

These contracts will provide critical software applications and hardware devices in use throughout the City, including but not limited to Microsoft software, Panasonic rugged devices, and much more. The scope of products and services available under these contracts include personal computer systems, standard business and high-end workstations, laptop and notebook computers, network equipment, computer and network products and peripherals, monitors, various cloud, consulting, and technical support services, financing (leasing and conditional sales for related products), various software products, and the contractor's comprehensive product offering. While no minimum volume is guaranteed to the suppliers, the estimated annual volume of IT Solutions purchased under this master agreement is approximately \$1.5 billion over the term of the contract. This projection is based on the current annual volumes of all the participating public agencies that are anticipated to utilize the resulting master agreement and volume growth into other public agencies through a coordinated marketing approach between the suppliers and OMNIA Partners. Throughout the term of this agreement, the City may look to make available through this contract additional products and services as requested by OMNIA Partners, its member agencies, and the City. The City will receive rebates annually for administering and awarding this contract.

Mesa, as the lead agency, partnered with Omnia Partners and led the solicitation that created this term contract for IT Solutions and Services. This contract will provide the City and participating agencies with a full range of information technology solution products and services to meet the varying requirements of governmental agencies. The contract will be

available to over 45,000 public agencies nationally, including state and local governmental entities, public and private primary, secondary, and higher education entities, non-profit entities, and other agencies for the public benefit through OMNIA Partners cooperative purchasing program.

Staff issued a Request for Proposal (RFP) to registered and known providers. Eleven (11) proposals were received, and all these responses met the minimum requirements to move forward in the evaluation process. The evaluation committee evaluated the proposal responses based on the evaluation criteria as stated in the solicitation. The two (2) highest-scored responses are being recommended for award.

Purchase Information

Action: Award

Procurement Type: Request for Proposals

Contract Number: 2024056

Local Consideration: Policy did not apply to this procurement method

Initial Contract Term: Four years

Possible Renewals: Up to a maximum of six (6) years subject to Administrative review and approval

Funding Source: Individual City Department operating budget that is purchasing the IT products and services

Bid or Proposal Responses

Aspire HR, LLC – Dallas, TX

Axelliant, LLC - Torrance, CA

Carahsoft Technology Corporation – Reston, VA

CDW Government LLC – Vernon Hills, VA (Recommended)

Conquest Technology Services, LLC - Nashville, TN

DiscountCell LLC – Provo, UT

FreeAlliance.com, LLC – Reston, VA

Quality and Assurance Technology Corp, DBA QnA Tech - Ridge, NY

SHI International Corp. – Somerset, NJ (Recommended)

World Wide Technology, LLC – St. Louis, MO

Zones, LLC – Auburn, WA

Proposal Scoring Results

Evaluation Criteria – Possible Points	Aspire HR	Axelliant	Carahsoft Technology Corporation	CDW Government (Recommended)	Conquest Technology Services	Discount-Cell
Proposer Experience and Qualifications - 200	49.52	120.00	134.29	198.10	147.62	114.29
Proposed Method and Approach - 400	156.43	196.19	255.00	379.52	153.57	228.10
Conformance to RFP/Acceptance City's Terms and Conditions - 25	20.83	0.00	0.00	20.83	25.00	25.00
Proposed Cost – 125	0.00	0.00	0.00	111.91	0.00	0.00
Evaluation Score - 750	226.79	316.19	389.29	710.36	326.19	367.38

Evaluation Criteria – Possible Points	Free-Alliance.com	QnA Tech	SHI International Corp. (Recommended)	World Wide Technology	Zones
Proposer Experience and Qualifications - 200	122.86	95.24	184.76	198.10	198.10
Proposed Method and Approach - 400	130.24	236.90	346.90	318.33	340.48
Conformance to RFP/Acceptance City's Terms and Conditions - 25	25.00	25.00	20.83	20.83	20.83
Proposed Cost – 125	0.00	0.00	125.00	0.00	105.23
Evaluation Score	278.10	357.14	677.50	537.26	664.63



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, May 12, 2026	
Agenda Item Name	
Event and Boat Ramp Closure Request <i>Pig on the Pond 2027</i>	
Requested Action	
approve Pig On the Pond to be held April 2, 3, and 4, 2027 to be held at Waterfront Park with open container in the approved area, fee waiver, signage on City property, fireworks, staff assistance and trail and boat ramp closure.	
Staff Report	
Pig on the Pond requests the following: *Approval of the event on Friday, April 2, 2027 (5pm–10pm), Saturday, April 3 (10am–10pm), Sunday, April 4 (11am–5pm) at Waterfront Park. *Open containers are permitted in the approved beverage area. Pig on the Pond has agreed to hire the appropriate number of off-duty officers as required by the Clermont Police Department. *A section of the trail is to be closed during the course of the event (April 2, 3, 4). Detour signs will be put up for patrons wishing to use the trail during the closure time. Non-paying individuals will be permitted to walk through and/or dismount from their bicycles and continue along the trail without paying. *Fireworks on the evening of Saturday, April 3, are to be launched from Lake Minneola and will adhere to state, local and DEP requirements. * Boat ramp closure on April 2,3, 4 in order to provide parking for event attendees. * Fee waivers for permits and the use of Waterfront Park from April 2 through April 4 at an estimated total amount of \$23,040, broken down as follows: Waterfront Park Facility Rental Fees — \$9,900 Tent Permits - \$130 Fireworks Permit - \$575 Fire Department Fees — \$3,195 Public Works Fees - \$9,240 Total: \$23,040 * The organization is also requesting to have signage placed by City staff on City property at the following locations: 8' x 3' Signage. 1 NE Corner of Steve's Road and Citrus Tower 1 SE Corner of Steve's Road and Citrus Tower 2 Hwy 50 & Cut Road at the Clermont Water Tower 1 Hwy 50 past 12th Street East 1 Palm Street entrance to Waterfront Park 1 Waterfront Park next to the Splash Park	
Additional Analysis	
Fiscal Impact Summary	
Estimated fees waived based on previous Pig on the Pond events: Waterfront Park Rental Fees - \$9,900	

Tent Permits - \$130
Fireworks Permit - \$575
Fire Department Fees - \$3,195
Public Works Fees - \$9,240

Total: \$23,040

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached(copies of original agreements)			
1.	Special Event Application - Pig on the Pond	Special Event Application - Pig on the Pond.pdf	

Print**Application for Special Events Permit - Submission #3261****Date Submitted: 3/25/2026****Application for Special Events Permit****Name of Event***

Pig on the Pond

Date of Event*

4/2/2027

Dates of Event (If Multi-Day)

4/2/2027 —

4/4/2027

(Applications must be submitted at least 60 days prior to the requested and no more than 24 months in advance of the rental date)

Estimated Attendance*

20,000

Briefly Describe the Event *

Pig on the Pond is a family-friendly, three-day festival at Waterfront Park. The event includes a carnival, live music, fireworks, food and beverages and activities for kids. The purpose of the event is to raise funds for scholarships and to partner with the City of Clermont to provide a signature community event.

mm/dd/yyyy

hh:mm am/pm

Event Start Time*

10:00 AM

Event End Time*

10:00 PM

Pre-Event Setup Time*

08:00 AM

Post-Event Cleanup Time:*

05:00 PM

Please list all alternative dates you would like in the event the chosen date is unavailable (if applicable)

Please note we need the space from Monday, March 29, 2027 until April 5, 2027

Briefly Describe Event / Activity*

Pig on the Pond is a family-friendly, three-day festival at Waterfront Park. The event includes a carnival, live music, fireworks, food and beverages and activities for kids. The purpose of the event is to raise funds for scholarships and to partner with the City of Clermont to provide a signature community event.

Name of Organization / Applicant*

Project Scholars

Check Type of Organization*

- ☐ Resident
- ☐ Non Resident (Must Provide Proof of Residency)
- ☒ Non-Profit (Must Provide Tax Exemption Certificate)
- ☐ Business

Proof of Residency

No file chosen

Please provide proof of Residency (i.e. valid driver's license or City of Clermont water bill) *Please note that address must be within City limits to qualify for Resident rate*

Tax Exemption Certificate

tax exempt 2021 (2).pdf

Event Contact*

Amanda Nethero

Address*

PO Box 121543

City*

Clermont

State*

FL

Zip Code*

34712

Phone*

4074336048

Email*

info@pigonthepond.org

Location of Event on City Property*

Waterfront Park - Highlander Building / Staged Pavilic ▼

If location selected is other, please describe here:

Alcohol Served:*

- ☒ Yes
☐ No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use:*

- ☒ Yes
☐ No

**Tents larger than 900 sq. ft. will require an additional permit*

Electrical Use:*

- ☒ Yes
☐ No

Additional permits may be required based on use

Electrical Power Provided:

- ☒ Generator
☒ Temporary Power Drop
☒ Property Power

Gas Fueled Equipment*

- ☒ Yes
☐ No

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source:

- ☒ Propane
☐ Natural Gas
☒ Diesel Fuel
☐ Gasoline
☐ N/A

Cooking Equipment Use:*

- ☒ Yes
☐ No

Cooking Types

- ☐ Fryers
☐ Propane Grill
☐ Charcoal Grill
☒ Concession Trailer
☒ Food Trucks

Rides / Amusements*

- ☒ Yes
☐ No

Types:

- ☒ Mechanical
☐ Bounce Houses
☒ Animals

Pyrotechnic / Firework Displays*

- ☒ Yes
☐ No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division. The release of Sky Lanterns is not permitted under state law.

Streets to be Closed for Traffic Control*

- ☒ Yes
☐ No

Written submission for road closure is required and will require city council approval.

Law Enforcement Stand-By Requested*

- ☒ Yes
☐ No

Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Clermont Police Department may determine officers to be necessary upon review of application/

Fire Department Support Requested*

- ☒ Fire Boat
☒ Fire / EMS Cart
☒ Public Education
☐ None

Fire Department Resources may be required by the City for certain events/activities at the expense of the applicant.

Sound / Music Devices*

- ☒ DJ
☒ Band
☒ Music Played on Speakers
☐ None

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices*

- ☒ Yes
☐ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event:*

- ☒ Public
☐ Private

In another promoter/producer assisting with your event?*

- ☒ Yes
☐ No

Will this event use other venues and/or municipalities such as Lake County?*

- ☐ Yes
☒ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event?*

- ☒ Yes
☐ No

If Yes, please describe your water safety plan for review by the Clermont Fire Department.

Water Safety Plan (If Applicable)

NA

Site Plan

Draft as of 3-24-26.pdf

Please attach your site plan here - applications without a site plan will not be reviewed.

Map Template:

[Waterfront Park](#)

Map Template:

[Victory Pointe](#)

Special Event Fees

	Non-Profit / Resident Rate	Business / Non-Resident Rate	Special Instruction
Application Fee	\$10	\$10	Non-Refundable
Facility			
Highlander Amphitheater (Stage Only):			
Security Deposit	\$200		Refundable
Rental Fee	\$60 per hour	\$120 per hour	2 Hour Minimum
Highlander Amphitheater and Building:			
Security Deposit:	\$250		Refundable
Rental Fee	\$120 per hour	\$240 per hour	2 Hour Minimum
Waterfront Park Field (Field Only):			
Security Deposit:	\$150		Refundable
Rental Fee:	\$60 per hour	\$120 per hour	2 Hour Minimum
Highlander Amphitheater, Building, & Waterfront Park Field			
Security Deposit:	\$350		Refundable
Rental Fee:	\$180 per hour	\$360 per hour	2 Hour Minimum
Victory Pointe			
Security Deposit:	\$150		Refundable
Rental Fee:	\$25 per hour	\$50 per hour	2 Hour Minimum
City Hall Park			
Security Deposit	\$150		Refundable
Rental Fee	\$25	\$50	2 Hour Minimum
Additional Fees – To be Determined by City Staff			
Public Works Staff	\$35 per hour		4 hour min, per staff member
Police Officer	\$67.50 per hour		4 hour min, per officer
Fire / EMD Med Cart	\$150 per hour		4 hour min, 2 staff min
Fire Boat in the Water	\$300 per hour		Per Hour
Fire Inspector	\$75 per hour		3 hour min

Resident / Non-Profit Rate is defined as:

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- An organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

*Non-Profits must provide valid tax-exemption certificate.

Non-Resident / Business rate is defined as:

- Applicant resides outside the Clermont city limits
- Business is located outside the Clermont city limits
 - Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits

All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

Check below if you agree abide by the following:*

☒ Yes, I understand and consent to the below.

The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Check here to agree to the Indemnification, Insurance and Additional Costs*

☒ Yes, I have read and agree to abide by the rules and regulations outlined below.

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.

Check below if you agree abide by the following:*

☒ Yes, I understand and have reviewed the information below:

GENERAL EVENTS - COMMERCIAL AND/OR NON-PROFIT

All Special Events held on regulated property within the City of Clermont require a Special Events Permit in accordance to Ordinance No. 2015-74. The application process begins when you submit a completed Application for Special Events Permit, all required forms and maps and non-refundable application fee with deposit to the Parks and Recreation Department if the Special Event takes place on City property. If Special Event takes place on private property, the application process begins in the Development Services- Fire Prevention Division located at Fire Station 1. Upon receipt of your application, copies are reviewed by affected city departments to assess site availability, quality and goal of the event, compliance with city ordinances, permits required, and an estimated cost of all city fees that will be incurred.

- *The City cannot accept incomplete Special Event Permit Applications. Only current applications forms will be accepted.*
- *Special Event Permit Applications may be submitted a maximum of 12-months in advance and a minimum of 60-calendar days in advance.*
- *Submitting a Special Event Permit Application does not guarantee the space requested is available.*
- *Applicant is not permitted to advertise for the event until a special event permit has been approved.*
- *The Applicant shall pay all estimated fees (including fees for PD and FD) 30-days prior to the event.*
- *The City of Clermont reserves the right to cancel any events/rentals in any City-owned facility or park.*
- *The approval of your event is subject to public health, safety and welfare conditions that may develop or occur after the approval and prior to the event. In addition, your permit may be withdrawn prior to the day of the event if public health, safety and welfare conditions warrant withdrawal.*

NON-PROFIT REQUIREMENTS

Those events requesting non-profit status must:

- *Show proof of a valid 501(c) 3, 501(c)6 or government agency certification.*
- *Provide a copy of sales tax exemption certificate to be exempt from payment of sales tax. Payment must come from tax exempt entity.*

CITY STAFFING REQUIREMENTS

Your event may require minimum city staffing from a variety of departments at certain hourly rates. Your City Representative will assist you in estimating these needs based on the specifics of your event. Required staffing may include:

- *Police*
- *Fire/EMT*
- *Public Works*
- *Parks and Recreation*

SPECIAL EVENT REQUIREMENTS IF HELD ON CITY PROPERTY

Deposits

Damage Deposits shall be required based on the fee schedule of each individual facility. Following each event, City staff will determine if the deposit is returned and/or if additional charges are incurred.

Payments

All payments must be made, in person, by check, money order, cash or credit card (subject to processing fee).

Insurance

A certificate of liability insurance naming the City of Clermont as additional insured is required of all events taking place on City property.

- *Comprehensive General Liability Coverage with limits of liability of one million dollars (\$1,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you are selling or consuming alcoholic beverages at the event, you must have a liquor license and your liability insurance must include liquor liability of two million dollars (\$2,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you will be having a fireworks display or mechanical rides, you will need more than one million dollars (\$1,000,000) liability coverage. It may be in the range of two million to four million dollars (\$2,000,000 - \$4,000,000) depending on the risk as determined by the City of Clermont Legal Department.*

Vendors

- A separate certificate of liability insurance for one million dollars (\$1,000,000) is required of all carnival, amusement, and bounce house companies.
- Applicant must provide proof of insurance from all parties including vendors to the City no later than 14 days prior to your event. All liability requirements are set by the City of Clermont Legal Department and subject to change.
- Vendor tents must be anchored with weights (20lbs. per tent leg). If high winds occur, vendors must take necessary precautions with their tents.
- Only staff recommended removable chalk paint will be allowed to mark vendor locations on the ground. If used on anything other than grass, all markings must be cleaned at the conclusion of the event.
- Vendors may drive on to the grass area to load in/out. However, vehicles must be removed from grass area for the duration of the event. Vehicles may not use the grass area for parking during event.
- Applicant may be required to submit a list of participating vendors.

South Lake Trail

- It is prohibited to drive on the trail or block the trail at any time. Please make sure all vendors and participants are made aware of this especially when loading in and out.

FOOD SERVICE REQUIREMENTS

- A separate certificate of liability insurance for one million dollars (\$1,000,000) is required of all food vendors.
- No glass containers are allowed.
- Health and Safety: Vendors selling **any** food items are required to be in compliance with the established Florida Department of Business and Professional Regulation guidelines for Temporary Food Service Events. Inspectors from the State of Florida may be in attendance at any city event. Food vendors are required to meet the minimum standards of the State and be prepared to purchase a temporary food service license from the inspector. For more information, please visit <http://www.myfloridalicense.com/dbpr/hr/faqs/hr-faq-temporaryevents.html>.
- Cooking Outdoors: Proper preventative measures shall be taken to prevent grease from dropping on to the ground, streets, sidewalks, landscaping, etc. Food and liquid shall be disposed of properly and not left on streets, sidewalks, landscaping, etc. Proper arrangements, approved by the City, shall be made for the disposal of grease.
- Fire Safety: All food vendors shall have a portable fire extinguisher readily accessible (minimum 5 lb. 2A10BC).

ALCOHOLIC BEVERAGE SERVICE REQUIREMENTS IF HELD ON CITY PROPERTY

In order to serve alcoholic beverages, the following is required:

- Valid liquor license
- Valid liquor liability insurance
- Customer identification method for alcohol distribution
- City of Clermont alcohol application
- For Special Events on City property all requests must be approved by the City Manager and/or City Council and shall require additional processing time.
- Alcohol must be stopped from serving half hour before the event end time.

SECURITY REQUIREMENTS

- For the safety of participants and volunteers, Police may be necessary for your event. A police officer shall be required at each location where alcoholic beverages are being served and at any location deemed necessary by the City to maintain order and protect persons and property.
- Any and all security requirements will be assessed by the City of Clermont Police Department based on the scope of the event. Private Security firms may be used if approved by the City of Clermont Police Department. The cost for providing off-duty police services is charged at a four (4) hour minimum shift per officer.
- The City will review Maintenance of Traffic plan, barricade installation and removal. There is a limited number of barricades and the size of your event may determine the need to rent additional barricades from a private, certified barricade company with a valid license to do business in Lake County. All barricaded areas and proposed traffic plans must be clearly marked on your site plan and be approved by the City.

NOISE LEVEL**[Sec. 54-120. - Noise and other conduct. (a)]**

It is unlawful to play any musical instrument or audio amplification system or engage in any disorderly conduct or behavior tending to breach the public peace or in violation of the city's noise ordinance, in any city park. Any amplified music can only be played between 7am and 10pm.

PERFORMERS

Applicant shall provide a detailed listing of all performers no later than 30 days before the event.

ROAD CLOSURE NOTIFICATION

Any road closures requested must be approved by the City Council and shall require additional processing time. Road closure notification shall be required by Applicants to the residents and businesses being affected by the event prior to City Council approval. A copy of the notification must also be submitted to the City. All road closures must be clearly marked on your site plan.

TRASH AND DUMPSTERS

Arrangements for dumpsters and the number required will be determined by the review process by the City. Prearranged dumpsters may be required with specific location, drop off and pick up dates and size. This will be at the Applicants expense.

GREASE RECEPTACLES

Grease receptacles may be obtained from a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. This will be at the Applicants expense. Verification is required.

TOILET FACILITIES

Portable toilets may be required for an event at applicant's expense, depending on the estimated attendance and availability of public facilities. Portable toilets are provided by a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. If necessary, the number required will be determined by the City. Verification is required.

EVENT CLEANUP – IF HELD ON CITY PROPERTY

The City of Clermont Public Works Department will determine staffing requirements for event clean up. Applicant shall pay all charges.

FIRE SAFETY/EMS COVERAGE

If any event occurs within the City limits, the Fire Department must approve the site plan to assure adequate fire and emergency access as prescribed by the fire code. Applicant is responsible for all charges and must make arrangements directly through the fire department.

POLICE DEPARTMENT COVERAGE

Police department will determine coverage of officers for the event. Applicant is responsible for all charges and must make arrangements through the police department on-line software.

SITE PLANS

As with any event in the City of Clermont, all site plans must be reviewed and approved by affected City departments (i.e.: Public Works, Police Department, Fire Department, etc.) and may require communication with Lake County departments. Site plans **must** be submitted no later than 21 days prior to the event.

PERMITS AND LICENSES

All permits and licenses relating to events in the City of Clermont will be applicable.

ELECTRICAL POWER

Existing electrical power shall be used where available. Access to electrical power for events may require permits and a licensed and insured electrical contractor which will be determined by the City and paid for by the Applicant.

LAKE COUNTY PERMIT

A Lake County special event permit is required for approval if any portion of the requested event takes place in Lake County.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION "FLDEP"

Any event utilizing these bodies of water requires the Applicant to reactive additional permits from the Florida Department of Environmental Protection ("FLDEP"). The City of Clermont will not approve any special event until FLDEP approval is provided in writing. The City can provide a reference document on how to apply for additional permits through FLDEP.

TENTS

In order to avoid damage to irrigation or other buried systems, the number and placement of tents must be indicated on the site plan. The City of Clermont Public Works Department will mark out lines in the areas that must be avoided by placement of tents. Any damages caused by tent placement will be charged to the Applicant. All tents must be anchored with weights (20lbs per tent leg).

TENT PERMIT

A Tent Permit is required when any Tent exceeds 900 square feet. Applicant is required to secure tent permit at an additional cost.

SIGNS

The installation, location and other criteria is prohibited under sign ordinance 1028 of the City code. Any signage requests must be submitted, for approval, at time of application with site map, install dates, removal dates, size of signage, and visual proof of sign. Sign requests must be approved by City Council.

PARKING

Parking is prohibited in event space, including any grass area. Applicant may be required to provide staff for special parking needs.

WIFI

WiFi is not guaranteed during event times.

MARKETING

Copies of all promotional/marketing materials produced for the event must be submitted to the City including materials produced after approval of the event. Marketing must be consistent with the description of the event.

MEETING

A Special Event meeting shall be required with City Departments. A representative from the City will contact the organizer and instruct any required items for the meeting. All special event applications are subject to City Council review and may require City Council approval. Special event applicant or representative may be required to attend City Council Meeting(s).

CHANGES

Any changes made to the Special Event Application after the final approval process will result in additional fees for processing costs. Some change requests may not be honored due to time restraints.

COMMUNICATION

All communication regarding event, including on-site and day of event, shall remain between City event staff and primary applicant and/or secondary applicant.

REFUNDS AND CANCELLATIONS

Security deposit refunds are issued 2-3 weeks after the rental date.

Cancellation made 90 days or less prior to event day will result in relinquishing of deposit. Cancellations must be submitted by using the cancellation policy form.

Rental Cancellation and Refund Policy (application fees are non-refundable)	
If you cancel within:	You will receive:
60 calendar days or more from the rental date	100% of the rental cost
59-31 calendar days from the rental date	50% of the rental cost
30 calendar days or less from the rental date	No refund of the rental cost



For more details, please contact Events and Performing Arts Manager, [Cory Cody](#).



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 12, 2026		
Agenda Item Name		
Utility Agreement Amendment <i>Hartle</i>		
Requested Action		
Approve the first amendment to the Utility Service Agreement for water and wastewater service regarding the Hartle development.		
Staff Report		
This item is an amendment to an existing utility agreement that was originally approved in August 2024. The owner (Mr. Hartle) is undergoing approval in Lake County for an apartment complex, which is designed to City of Clermont standards, on County Road 455 just north of Hwy. 50. When the owner originally sought approval of a utility agreement, the utility rate numbers that were provided to the city were lower than what is actually needed by the owner. The owner is seeking to adjust the total water and sewer gallons per day on a revised utility agreement. The water adjustment would go from 34,000 gallons per day to 112,000 gallons per day and the sewer would go from 34,000 gallons per day to 40,000 gallons per day. The City's Public Services Department has confirmed this capacity request is available within the city's utility system. Staff recommends approval of the Utility Agreement request.		
Additional Analysis		
Fiscal Impact Summary		
No impact - billing for the current utility service is based on actual consumption.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Hartle_Clermont- First Amendment to Utility Service Agreement(17765184.1)	Hartle_Clermont- First Amendment to Utility Service Agreement(17765184.1).docx
2.	SUT-Comnty26050414380	SUT-Comnty26050414380.pdf

FIRST AMENDMENT TO UTILITY SERVICE AGREEMENT FOR WATER & WASTEWATER

THIS FIRST AMENDMENT TO UTILITY SERVICE AGREEMENT FOR WATER & WASTEWATER (this "First Amendment") is entered into this ____ day of _____, 2026, by and between the **City of Clermont**, a Florida Municipal Corporation (hereinafter referred to as "CITY"), and **ESTATE OF BURTON B. HARTLE, Benson K. Hartle, Allan H. Hartle, and Miriam F. Condrón**, their successors, transferees and assigns (hereinafter collectively referred to as "OWNER").

RECITALS

WHEREAS, CITY and OWNER entered into that certain Utility Service Agreement for Water & Wastewater dated August 27, 2024 (the "Original Agreement"); and

WHEREAS, CITY and OWNER now desire to amend Section 1.1 of the Original Agreement to modify the water and sewer utility flow/demand allocations for the PROPERTY to reflect updated calculations as approved by the CITY Public Services Department.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Amendment to Section 1.1

Section 1.1 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

1.1 CITY shall provide water and sewer service for the PROPERTY for multi-family residential utility flow/demand of up to 112,000 gpd for water and 40,000 gpd for sewer as already approved by the CITY Public Services Department.

Section 3. Full Force and Effect

Except as specifically amended by this First Amendment, all other terms, conditions, covenants, and provisions of the Original Agreement shall remain in full force and effect and are hereby ratified, confirmed, and restated.

Section 4. Conflict

In the event of any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall prevail and control.

Section 5. Counterparts

This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Section 6. Effective Date

The effective date of this First Amendment shall be the date of execution by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, is authorized to execute same by City Council action.

DATED this _____ day of _____ 2026.

CITY OF CLERMONT

ATTEST:

Tim Murry, Mayor

Tracy Ackroyd Howe, MMC, City Clerk

Approved as to form and legality:

Christian Waugh, City Attorney

Signed, sealed and delivered in the presence of the following witnesses:

Signature of Witness

Print Name: _____

Address: _____

Signature of Witness

Print Name: _____

Address: _____

OWNER

ESTATE OF BURTON B. HARTLE, deceased,
by and through its duly appointed Personal Representative

By: _____

as Personal Representative of the Estate of
Burton B. Hartle, deceased

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____, ☐ who is personally known to me or ☐ who has produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

Signed, sealed and delivered in the presence of the following witnesses:

OWNER
Benson K. Hartle

Signature of Witness

Print Name: _____

Address: _____

Printed Name: _____

Signature of Witness

Print Name: _____

Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, ☐ who is personally known to me or ☐ who has produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

Signed, sealed and delivered in the presence of the following witnesses:

OWNER
Allan H. Hartle

Signature of Witness

Print Name: _____

Address: _____

Printed Name: _____

Signature of Witness

Print Name: _____

Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, ☐ who is personally known to me or ☐ who has produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

Signed, sealed and delivered in the presence of the following witnesses:

OWNER
Miriam F. Condron

Signature of Witness

Print Name: _____

Address: _____

Printed Name: _____

Signature of Witness

Print Name: _____

Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, ☐ who is personally known to me or ☐ who has produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)



Mark Griffin
Public Services Assistant Director
3335 Hancock Road
Clermont, FL 34711

352-241-0178 X 6623
mgriffin@clermontfl.org

5/4/2026

Tara Tedrow
215 N. Eola Dr
Orlando, FL, 32801

RE: Alt Key: 1724899

This letter is in response to your request regarding utility availability for the project Hartle Hills located at:

Alt Key: 1724899.

The property referenced is not located within the City Limits of Clermont; however, the property is located within the City's utility service area and therefore the City can provide potable water up to 112,000 gallons per day and sewer service up to 40,000 gallons per day subject to compliance with applicable City Codes and fees.

Final approval for the provision of utility services to the property must be granted by the City Council and may be subject to additional conditions.

If you have any questions regarding the information provided, please contact me at (352) 241-0178.

Sincerely,

A handwritten signature in black ink that reads "Mark Griffin".

Mark Griffin
Public Services Assistant Director



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 12, 2026		
Agenda Item Name		
Resolution No. 2026-015R <i>City Manager Evaluation Criteria</i>		
Requested Action		
Approve Resolution No. 2026-015R - City Manager Evaluation Criteria		
Staff Report		
On April 28, 2026, Council approved the draft City Manager evaluation criteria and gave direction to Staff to bring it back to Council in a Resolution outlining the criteria and process. The proposed resolution outlines the direction provided by Council.		
Additional Analysis		
Fiscal Impact Summary		
n/a		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2026-015R City Manager Evaluation Criteria (05.06.2026)	2026-015R City Manager Evaluation Criteria (05.06.2026).pdf	



CITY OF CLERMONT
RESOLUTION NO. 2026-015R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING CRITERIA BY WHICH THE CITY MANAGER SHALL BE EVALUATED; ESTABLISHING A PROCEDURE BY WHICH THE CRITERIA SHALL BE USED BY THE CITY COUNCIL; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS, PUBLICATION AND EFFECTIVE DATE.

WHEREAS, Section 31(a) of the Charter of the City of Clermont (hereinafter, the "Charter") provides that the City Council shall appoint a City Manager who "shall have the powers and perform the duties provided in" the Charter; and

WHEREAS, on August 26, 2025, the City Council approved the City Manager Employment Agreement, by which the City Council fulfilled its responsibility under the Charter to appoint a City Manager; and

WHEREAS, pursuant to Section 5 of the City Manager Employment Agreement, as well as its power and authority under the Charter, the City Council reserved for itself the ability to "evaluate/review the performance of [the City Manager] in a public meeting, subject to a process, form, criteria, and format of its choosing"; and

WHEREAS, after public deliberation regarding the criteria and manner for such an evaluation, as well as its process, form, criteria, and format, the City Council desires memorializing and approving the criteria and process described herein; and

WHEREAS, the City of Clermont finds that this Resolution is in the best interest and welfare of the residents of the city.

NOW, THEREFORE, be it resolved by the City Council of the City of Clermont, Lake County, Florida, that:

SECTION 1: CRITERIA

The City Council hereby adopts the criteria and questions in Exhibit A, attached to this Resolution, as the criteria and questions by which the City Council shall evaluate the City Manager on at least an annual basis pursuant to its reserved power and authority under both the City Manager Employment Agreement and the City Charter.

SECTION 2: PROCESS

The City Clerk shall provide the form attached as Exhibit A to the City Council members no later than August 1 of each year. The Council members may return the form with their evaluation and responses no later than September 1 of the applicable year. The City Clerk shall review the returned forms, averaging the scores for each category, compiling the comments from the three (3) questions, and maintaining possession of the compiled responses. The City Clerk shall place the



CITY OF CLERMONT
RESOLUTION NO. 2026-015R

City Manager Evaluation on the agenda for the first regularly scheduled City Council meeting in September for discussion. In the staff report for the City Manager Evaluation item, the City Clerk shall include, at a minimum, “The City Council shall discuss their evaluation of the City Manager based on the required criteria and questions. The City Council shall determine and vote on any merit salary increase based on the results of the evaluation and establish any priorities, expectations, goals, or objectives to be included in the next year’s reporting period.”

SECTION 3: CONFLICT

All 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: 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 6: EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2026-015R

NOW, THEREFORE, BE IT RESOLVED, that the above said resolution of the City Council of the City of Clermont, Lake County, Florida be adopted on this 12th day of May, 2026.

CITY OF CLERMONT, FLORIDA

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality

Christian W. Waugh, City Attorney

EXHIBIT A

Performance Evaluation Tally Form - City Manager

All categories should be rated on a 1 to 5 point scale, where 1 is "Unacceptable", 2 is "Below Expectations", 3 is "Meets Expectations", 4 is "Exceeds Expectations" and 5 is "Exceptional".

Section 1. Charter Criteria

Staffing & Supervision

--

1) *Appoints and, when necessary for the good of the City, removes all officers and employees of the City, and appoint and remove subordinates in such department or office.* To that end, develops and maintains a friendly and informal relationship with staff and workforce in general, yet maintains the professional dignity of the manager's office; sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives with them, periodically assessing their progress, and providing appropriate feedback.

Fiscal Management

--

2) *Prepares the budget annually and submits it to the council and is responsible for its administration after adoption.* The budget is balanced to provide services at a level directed by Council; makes the best possible use of available funds, is conscious of the need to operate the local government efficiently and effectively; prepares a budget and budgetary recommendations in an intelligent and accessible format.

--

3) *Prepares and submits to the council, as of the end of the fiscal year, a complete report on the finances and administrative activities of the city for the preceding year.*

--

4) *Keeps the council advised of the financial condition and future needs of the city and make such recommendations as may seem to him desirable.*

Meeting Attendance & Reporting

--

5) *Attends all meetings of the City Council and of its committees and keeps the council advised of the activities of his office, with the right to take part in the discussions but without having a vote.* Provides regular information and reports to the elected body concerning matters of importance to the local government; responds in a timely manner to requests from the elected body for special reports; takes the initiative to provide information, advice, and recommendations to the elected body on matters that are nonroutine and not administrative in nature; produces reports that are accurate, comprehensive, concise, and written to their intended audience; and produces and handles reports so as to convey the message that affairs of the organization are open to public scrutiny.

Policy Execution

--

(6) *Performs such other duties as may be prescribed under this Charter or as may be required by him by ordinance or resolution of the City Council.* Implements Council's actions in accordance with the intent of council as publicly communicated by the majority of Council; supports the actions of the elected body, both inside and outside the organization after a decision has been reached; understands, supports, and enforces local government's laws, policies, and ordinances; reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness; and offers workable alternatives to the elected body for changes in law or policy when an existing policy or ordinance is no longer practical.

Performance Evaluation Tally Form - City Manager

(7) *The City Manager may appoint a qualified person as purchasing agent, subject to approval of the Council, by whom all purchases of supplies shall be made subject to the rules and regulations to be prescribed by the Council and he shall approve all vouchers for the payment of same. In the capacity of purchasing agent, he shall also conduct all sales of personal property which the Council may authorize to be sold as having become unnecessary or unfit for the city's use. All purchases, sales and contracts shall conform to such regulations as the City Council may from time to time prescribe.* RFP, RFQ, and RFB's are on time; contracts rarely need corrections; and internal purchasing procedures and Florida Statutes are followed.

(8) *Fix the salary of officers and employees according to the wage schedule approved by the City Council.* Employees are paid fair wages and within the approved pay ranges.

(9) *City Manager shall be charged with the management and operation of all public works, charitable and correctional institutions and agencies of the City; subject to regulations prescribed by ordinance, and regulations relative to the preservation and promotion of public health; and manage or inspect water, lighting, power and transportation enterprises of the City; shall manage and control the use, construction, improvement, repair and maintenance facilities of the City, including parks, playgrounds and public gymnasiums, and social centers. He shall manage and supervise all public improvements, works and undertakings of the City except as otherwise provided in this Charter.* Streets and city-owned facilities are clean, well maintained, and repaired efficiently. Capital Projects are appropriately budgeted and included in the Capital Improvement Plan. Effectively collaborates with Duke regarding lighting.

Section 2. Interactive Skills

Individual Characteristics

10) Diligent and thorough in the discharge of duties; self-starter; exercises good judgement; displays enthusiasm, cooperation and willingness to adapt; exhibits the skills and talent for the position; and exhibits composure, appearance, and attitude appropriate for executive position.

Professional Skill and Status

11) Maintains knowledge of current developments affecting the practice of local government management; demonstrates a capacity for innovation and creativity; anticipates and analyzes problems to develop effective approaches for solving them; willing to try new ideas proposed by elected body members and/or staff; and sets a professional example by handling affairs of the public office in a fair and impartial manner.

Relationship with the City Council

12) Carries out directives of the Council as a whole as opposed to those of any one member; sets meeting agendas that reflect the guidance of the Council and avoids unnecessary involvement in administrative actions; disseminates complete and accurate information equally to all members in a timely manner; assists by facilitating decision making without usurping authority; and responds well to requests, advice, and constructive criticism.

Performance Evaluation Tally Form - City Manager

Intergovernmental Relationships

13) Cooperates with neighboring communities and the county; maintains a good working relationship with adjacent cities and County to accomplish regional issues or projects; cooperates with other regional, state, and federal government agencies to ensure legislative and funding priorities of the City are heard.

Citizen Relations

14) Is responsive to requests from citizens; demonstrates a dedication to service to the community and its citizens; maintains a nonpartisan approach in dealing with the news media; meets with and listens to members of the community to discuss their concerns, and strives to understand their interests; and makes an appropriate effort to maintain citizen satisfaction with services.

Community

15) Shares responsibility for addressing the difficult issues facing the community; avoids unnecessary controversy; helps the council address future needs and develop adequate plans to address long-term trends.

What would you identify as the manager's strength(s), expressed in terms of the principal results achieved during the rating period?

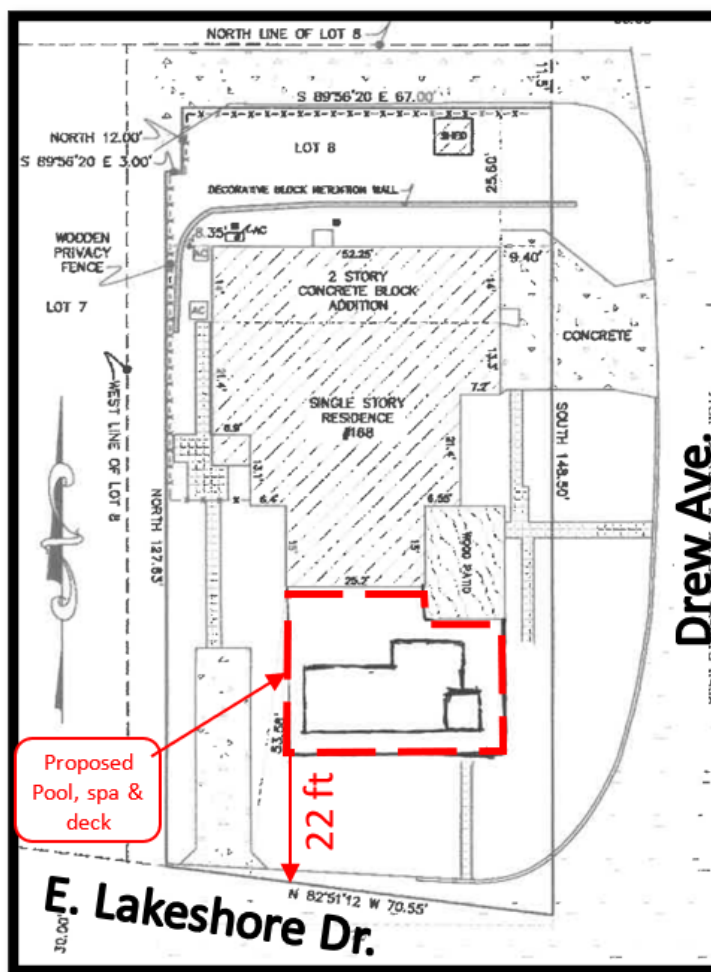
What performance area(s) would you identify as most critical for improvement?

What other comments do you have for the manager (e.g. priorities, expectations, goals, or objectives for the new rating period)?

AGENDA ITEM

Meeting Date	
Tuesday, May 12, 2026	
Agenda Item Name	
Variance Request 168 E. Lakeshore Dr.	
Requested Action	
Recommend denial of the variance request.	
Staff Report	

The applicant and owner, James Phillips, is requesting two variances to the Land Development Code to install a swimming pool on his property. The property is located at 168 E. Lakeshore Dr. and overlooks Lake Minnehaha to the south. The property is designated as R-1-A Single-Family Low Density Residential Zoning District and is approximately 11,305 sq ft +/- . Currently, the property consists of an existing single-family residence, shed, and boat dock.



In order to take advantage of the lakefront view, the applicant is requesting to install a pool with a deck and spa in

the front yard. The home is considered a legal nonconforming structure that was constructed in 1956, based on the information provided on Lake County's Property Appraiser's website. Due to the placement of the existing home and the property's irregular shape, a variance would be required to permit the pool in either the front or rear yard of the property.

The first variance request is to allow the maximum impervious surface ratio (ISR) to be over fifty-five (55) percent. The increase to the ISR is estimated to be fifty-seven (57) percent if the variance was to be approved. This is due to the property having a portion of land adjacent to Lake Minnehaha which may change the gross land area abutting the shoreline depending on the yearly rainfall.

The second variance request would be to allow the pool to be located within the front yard at a setback of twenty-two (22) feet from the front property line. Section 125-520 of the land development code requires in-ground swimming pools to be located behind the front building line. This would mean the pool would not be allowed to be placed more forward than the primary structure's wall. The minimum front yard setback required for the property would be thirty-five (35) feet from the front property line. The existing home was constructed on the lot at fifty-four (54) feet from the front property line, providing for more area within the front yard versus the rear.



In order to mitigate some of the potential adverse effects, the property owner is planning to raise the pool deck up and install landscaping around the deck. This would help slow excess stormwater runoff prior to reaching the overall drainage and stormwater system for the area. The landscaping would also help provide screening from public view and prevent glare from oncoming traffic.

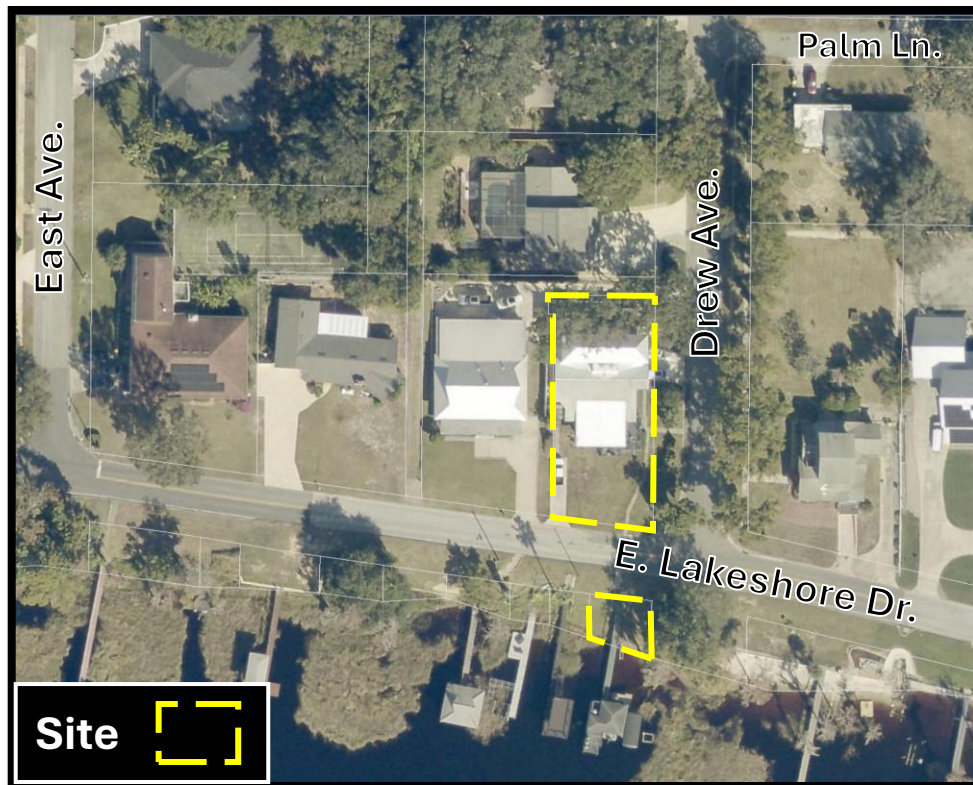
Upon review of the applicant's request, staff is unable to support the pool being located in the front yard due to the potential for an increase in storm water run off that may occur if the pool was to overflow during a storm. The stormwater on the property currently flows from the rear to the front towards E. Lakeshore Dr. due to the property's elevation. Staff is unsure if excess run off from the property will be conveyed through the overall drainage and storm water system for the area or if flooding may occur.

Section 101-246 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 one of the five criteria. Therefore, staff recommends denial of the variance request.

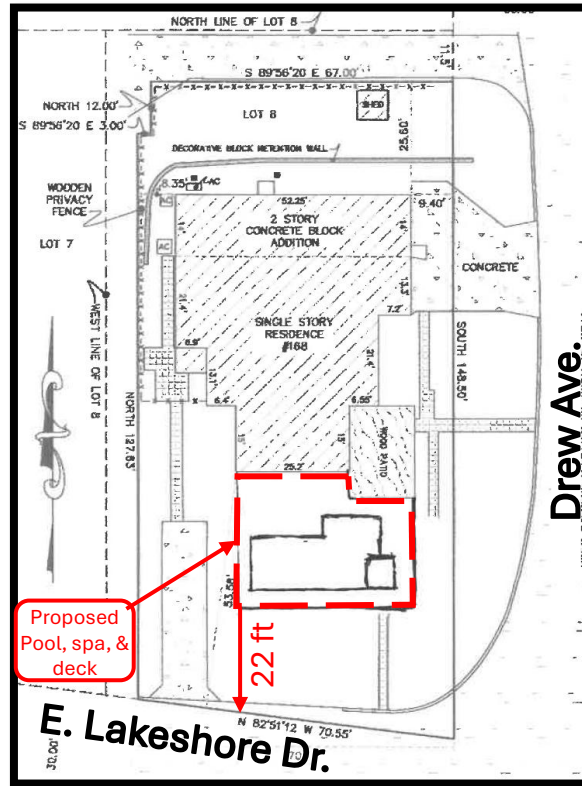
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached(copies of original agreements)	
1. Location Maps	Location Maps.pdf
2. Site Plan With Pool	Site Plan With Pool.pdf
3. 101-246 Review Criteria-168 E. Lakeshore Dr. VAR	101-246 Review Criteria-168 E. Lakeshore Dr. VAR.pdf
4. Staff Analysis 168 E. Lakeshore Dr. VAR	Staff Analysis 168 E. Lakeshore Dr. VAR.pdf
5. Application	Application.pdf
6. Legal ad - 168 E Lakeshore	Legal ad - 168 E Lakeshore.pdf

168 E. Lakeshore – Variance



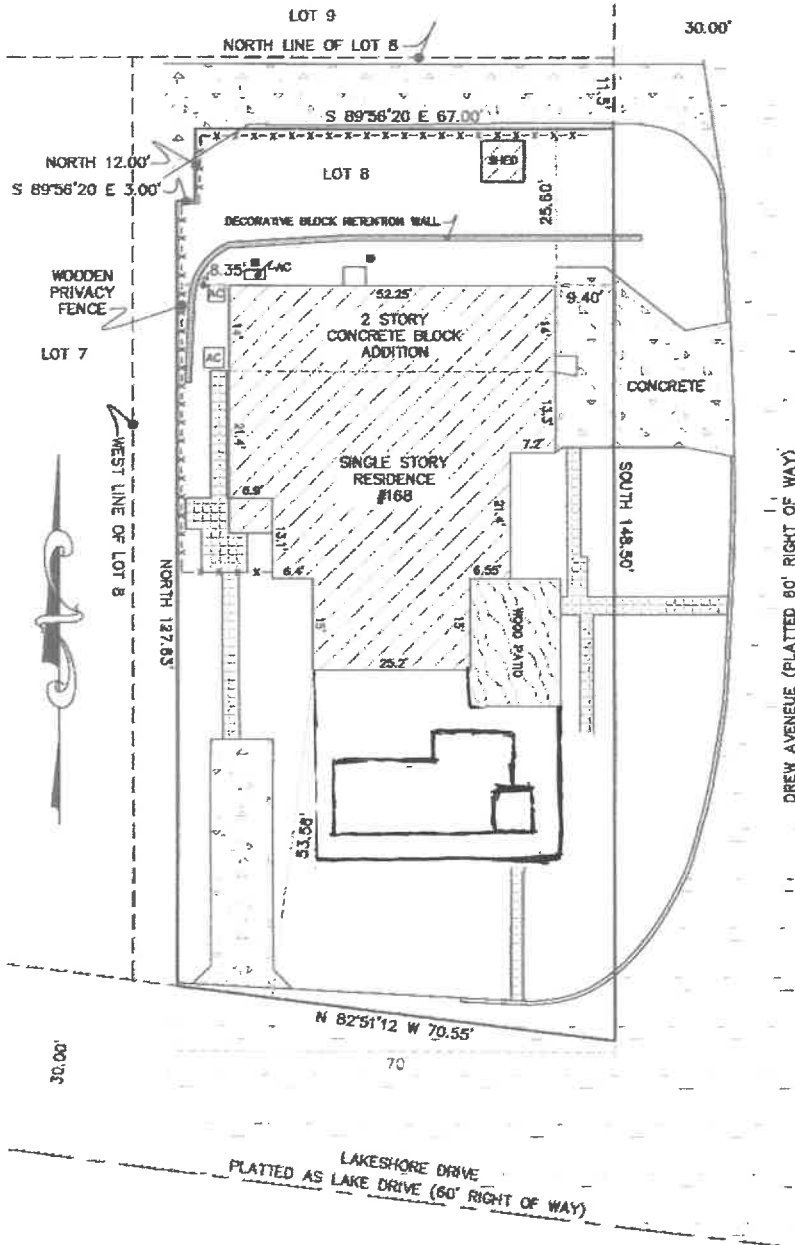
168 E. Lakeshore – Variance



DESCRIPTION:
THAT PART OF LOT 8, LAKE HIGHLAND ESTATES, AS RECORDED IN PLAT BOOK 12, PAGE 100, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA,
DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT, 11.5 FEET TO THE POINT OF
BEGINNING; THENCE CONTINUE SOUTH ALONG SAID EAST LINE, 148.50 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF LAKE
SHORE DRIVE; THENCE NORTH 82 DEGREES 51 MINUTES 12 SECONDS WEST, 70.55 FEET, THENCE NORTH 70.0 FEET FROM AND PARALLEL WITH THE
EAST LINE OF SAID LOT 8, A DISTANCE OF 127.63 FEET THENCE SOUTH 89 DEGREES 58 MINUTES 20 SECONDS EAST, 23.5 FEET SOUTH OF AND
PARALLEL WITH THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 3.00 FEET, THENCE NORTH 67.0 FEET WEST OF AND PARALLEL WITH THE EAST
LINE OF SAID LOT 8, A DISTANCE OF 12.00 FEET, THENCE SOUTH 89 DEGREES 58 MINUTES 20 SECONDS EAST, 11.5 FEET SOUTH OF AND PARALLEL
WITH THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 67.0 FEET TO THE POINT OF BEGINNING.

NOTES:

1. BEARINGS BASED ON DESCRIBED BEARINGS.
2. ABOVE DESCRIBED PROPERTY CONTAINS 0.23 ACRES 10,043 SQUARE FEET.
3. THIS IS NOT A BOUNDARY SURVEY. LOCATION INFORMATION DEPICTED HEREON SCALED FROM A SURVEY COMPLETED BY DSW SURVEYING AND MAPPING, PLLC ON 02/12/2015.
4. UNDERGROUND ENCROACHMENTS OR IMPROVEMENTS, IF ANY, NOT LOCATED.
5. ALL STRUCTURES DEPICTED ARE EXISTING AT THE TIME OF THE SURVEY UNLESS OTHERWISE NOTATED.
6. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS, RIGHT OF WAY, SETBACKS OR RESTRICTIONS.
7. THIS SURVEY IS SUBJECT TO ANY FACTS THAT MIGHT BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
8. ADDITIONS OR DELETIONS TO THE MAP SHOWN HEREON BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. FENCE LINES, DEPICTED HEREON, MEANDER ALONG SHOWN PATH.
10. THERE HAS BEEN NO ATTEMPT TO LOCATE ANIMAL OR PLANT SPECIES THAT MAY BE ENDANGERED, THREATENED, OR PROTECTED.
11. PROPERTY SHOWN HEREON LIES IN FLOOD ZONE "X" PER FEMA NFIP COMMUNITY CITY OF CLERMONT NUMBER 120133 MAP/PANEL NUMBER 1206900570 SUFFIX E EFFECTIVE 12/18/2012.



SCALE 1" = 20'
SHEET SIZE = 11X17

REVISED ON:
12/10/2024 FORM BOARD LOCATION (JCP)
06/23/2025 FINAL (JCP)



ELECTRONICALLY SIGNED AND SEALED BY PATRICK M. KELLEY ON 07/07/2025

PATRICK M. KELLEY, P.L.S. FLORIDA SURVEYOR'S CERTIFICATE NO. 4423
THIS SURVEY IS NOT VALID WITHOUT ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR.
EXCEPT WHEN THE ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR IS AFFIXED HERETO,
THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.

168 LAKESHORE DRIVE
CLERMONT FLORIDA 34711
OR BOOK 5672 PG 63
ALT KEY: 1714856
PARCEL ID:
30-22-26-0700-000-00800

BLACKBURN SURVEYING, INC.
L.D. # 6528
642 WEST HIGHWAY 50
P.O. BOX 121022
CLERMONT, FLORIDA 34712
(352) 364-4417

AS-BUILT SURVEY FOR:
JAMES PHILLIPS

SCALE: 1" = 20' 11X17	APPROVED BY: PMK	DRAWN BY: JCP
DATE: 10/04/2024	FB/PAGE:	POINTS FILE:

LAKE HIGHLANDS ESTATES
LAKE COUNTY, FLORIDA

PAGE NO. 1-1 DRAWING NO. LakeHighlandEst08



168 E. Lakeshore Dr. – Front Yard Setback, and Impervious Surface Ratio Variances

The requirements for a variance are as follows:

“Sec. 101-246, 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: The property is on a corner lot and only has 1 direct neighbor which is a rental property. The pool will not negatively impact the neighbor’s views or enjoyment of their property. Two nearby neighbors also have pools.

Staff comments: After careful review of the property’s elevations, storm water runoff pattern, and the applicant’s willingness to take the necessary measures to provide for screening and to slow stormwater runoff; it is staff’s determination that granting the variance may not interfere with the reasonable enjoyment of adjacent properties.

Positive 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: The variance is not out of character with other properties in the same zoning category. Another property in the same zoning category also has a pool along Lakeshore Drive, alt. key 2531100. We will be including landscaping and an elevated height to make it blend in. We will also be ensuring that it does not interfere with site lines for traffic turning onto Lakeshore from Drew Ave.

Staff comments: The property is a legal nonconforming lot that was created in 1974 that cannot meet the minimum lot requirements for the R-1-A zoning district. The applicant is requesting to place a pool within the front yard of a lake view property, which may be considered a desirable feature. With limited properties along Lakeshore Drive that can take advantage of the view shed of Lake Minnehaha from their front yard, the request is not out of character with other properties in the same zoning category with this attribute. The variance request would allow 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: The benefits of granting this variance- specifically allowing the reasonable use of the property while protecting the trees in the rear- far outweigh any theoretical benefit of denying it, which would only serve to leave a portion of the lot unusable.

Staff comments: The requested variances to the land development code will not further any legitimate city objective. Due to the property’s irregular shape and size, strict compliance with the land development code regulations may prevent reasonable use of the property.

Positive finding

- (4) The granting of the variance is consistent with the city's comprehensive plan; and

Applicant response: The requested variance promotes the goal of enhancing residential quality of life through private recreation. By utilizing the functional side yard, the project preserves natural topography in the rear of the lot, consistent with the city's comprehensive plan's environmental protection policies. The proposed landscaping ensures the improvement remains compatible with the surrounding area, maintaining the orderly development pattern of the neighborhood.

Staff comments: The variance requests are consistent with the comprehensive plan and its goals, objectives, and policies for residential land use. The residential future land use categories were established to provide for the preservation of existing, predominantly residential neighborhoods and allow for supportive accessory uses, per Comp Plan Objective 1.6.

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: The variance requested represents the minimum deviation necessary to allow for the reasonable use and enjoyment of the property. Because the backyard is rendered unusable due to the slop and mature oak trees, there is no other location on the lot where a pool could be placed in compliance with standard setbacks.

Staff comments: The location of the pool and the increase in the impervious surface ratio may negatively affect the overall drainage and stormwater system for the area. Staff is concerned that during rainfall events, overflow from the pool may increase stormwater runoff from the property that may contribute to flooding in the right-of-way.

Negative finding

STAFF RECOMMENDATION: Section 101-246 of the Land Development Code requires a positive finding on the Review Criteria and Findings in order to grant a variance, staff has reviewed the application as presented and finds the application cannot meet a positive finding on one of the five criteria. Therefore, staff recommends **denial** of the variance request to the Land Development Code.



CITY OF CLERMONT Staff Analysis Report

OWNER: Phillips James C

APPLICANT: Mr. James C Phillips

PROJECT NAME: 168 E. Lakeshore Dr. Pool Variance.

REQUESTED ACTION: Consider two variance requests: (1) To allow for the maximum Impervious Surface Area to be over 55%; (2) and to allow for a pool to be placed within the front yard at a setback less than the 35ft required for the R-1-A Single Family Low Density Residential zoning district.

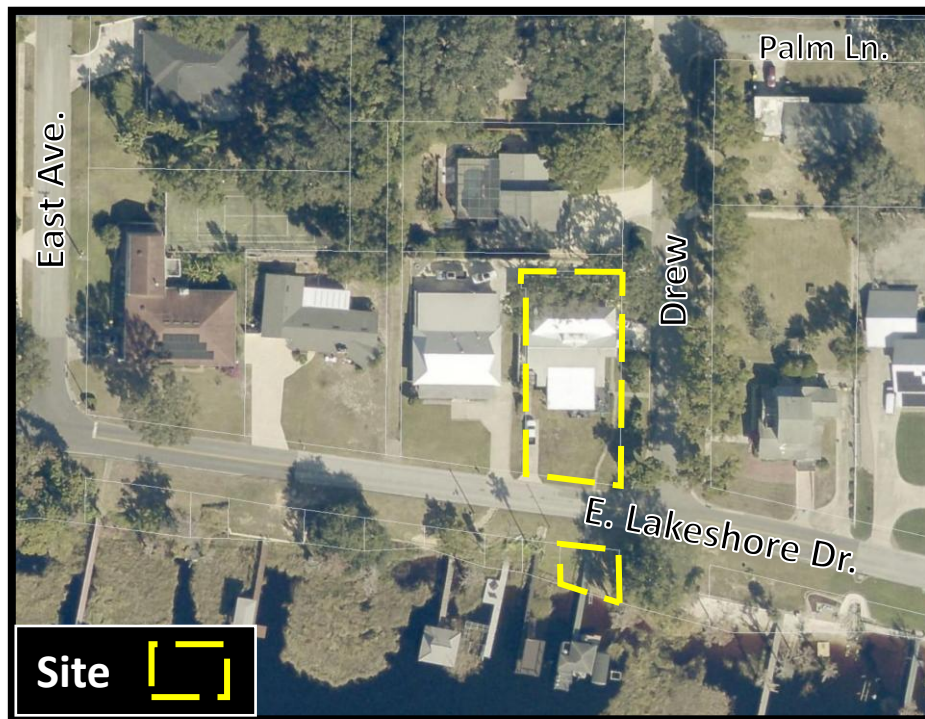
SIZE OF PARCEL: 11,305 sqft +/-

LOCATION: 168 E. Lakeshore Dr.

EXISTING ZONING: Single Family Low Density Residential District (R-1-A)

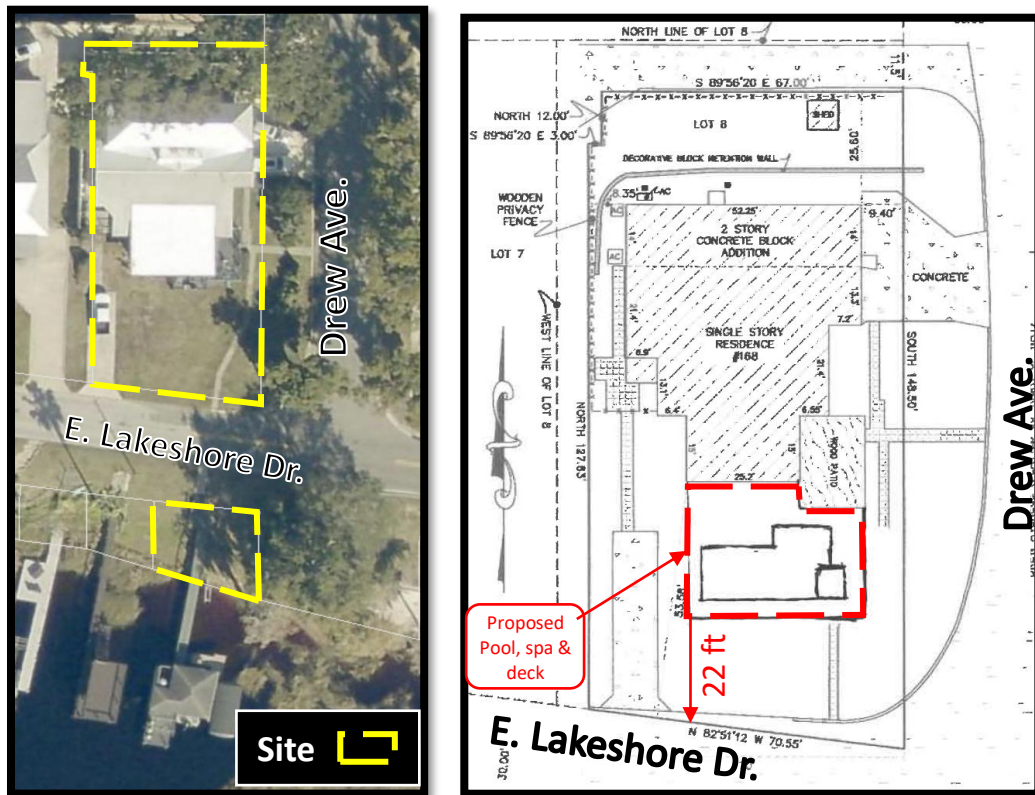
EXISTING LAND USE: Single-Family Residence

FUTURE LAND USE CATEGORY: Low Density Residential



ANALYSIS:

The applicant and owner, James Phillips, is requesting two variances to the Land Development Code to install a swimming pool on his property. The property is located at 168 E. Lakeshore Dr. and overlooks Lake Minnehaha to the south. The property is designated with the R-1-A Single-Family Low Density Residential Zoning District and is approximately 11,305 sqft +/- . Currently, the property consists of an existing single-family residence, shed, and boat dock.



In order to take advantage of the lake front view the applicant is requesting to install a pool, with a deck and spa in the front yard. The home is considered a legal nonconforming structure that was constructed in 1956, based on the information provided on Lake County's Property Appraiser's website. Due to the placement of the existing home and the property's irregular shape, a variance would be required to permit the pool in either the front or rear yard of the property.

The first variance request is to allow the maximum impervious surface ratio (ISR) to be over fifty-five (55) percent. The increase to the ISR is estimated to be fifty-seven (57) percent if the variance was to be approved. This is due to the property having a portion of land adjacent to Lake Minnehaha which may change the gross land area abutting the shoreline depending on the yearly rainfall.

The second variance request would be to allow the pool to be located within the front yard at a setback of twenty-two (22) feet from the front property line. Section 125-520 of the land development code requires in-ground swimming pools to be located behind the front

building line. This would mean the pool would not be allowed to be placed more forward than the primary structure's wall. The minimum front yard setback required for the property would be thirty-five (35) feet from the front property line. The existing home was constructed on the lot at fifty-four (54) feet from the front property line, providing for more area within the front yard versus the rear.



In order to mitigate some of the potential adverse effects, the property owner is planning to raise the pool deck up and install landscaping around the deck. This would help slow excess stormwater run-off prior to reaching the overall drainage and stormwater system for the area. The landscaping would also help provide screening from public view and prevent glare for oncoming traffic.

Upon review of the applicant's request, staff is unable to support the pool being located in the front yard due to the potential of increase in storm water run off that may occur if the pool was to overflow during a storm. The stormwater on the property currently flows from the rear to the front towards E. Lakeshore Dr. due to the property's elevations. Staff is unsure if excess run off from the property would be conveyed through the overall drainage and storm water system for the area or if flooding may occur.

STAFF RECOMMENDATION:

Section 101-246 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 one of the five criteria. Therefore, staff recommends denial of the variance request.



CITY OF CLERMONT VARIANCE APPLICATION

DATE March 20, 2026		FEE:	
Project Name (if applicable)			
Applicant James C Phillips			
Contact Person James C Phillips			
Address 168 E. Lakeshore Drive	City Clermont	State FL	Zip 34711
Telephone 845-591-1944	Fax		
Email jphil819@aol.com			
OWNER INFORMATION ☒ (Check box if information is same as Applicant)			
Owner's Name			
Owner Address	City	State	Zip
Telephone	Email		
PROPERTY INFORMATION			
Address of Subject Property 168 E. Lakeshore Drive	City Clermont	State FL	Zip 34711
General Location Corner of East Lakeshore Drive and Drew Avenue in the city of Clermont			
Legal Description & Alternate Key (include copy of survey) CLERMONT, LAKE HIGHLAND ESTATES BEG 11.5 FT S OF NE COR OF LOT 8, RUN W 67 FT, S 12 FT, W 3 FT, S TO S LINE OF LOT 8, E'LY ALONG LOT LINE TO SE COR OF LOT 8, N TO POB, LOT 8A PB 12 PG 100 ORB 4593 PG 771 ORG 5672 PG 63 ALT KEY: 1714656			
Land Use (City verification required) Single Family Lake Frontage (0103)			
Zoning (City verification required) R-1-A SINGLE FAMILY LOW DENSITY RESIDENTIAL DISTRICT			



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:

Code 1998, § 122-342; Code 2008, § 122-342; Ord. No. 281-C, § 1(ch. 16, art. I, § 2), 11-8-1994; Ord. No. 2010-05-C, § 2, 3-23-2010; Ord. No. 2023-007, § 2, 3-28-2023

What are you proposing to do that would require a variance and why?

We are proposing to put in a pool & spa in while technically classified as a front yard due to its street frontage, this area functions exclusively as a side yard as the front door and garages face Drew Ave.

How does the Code create a hardship?

Due to the size of the lot, steep slope, and the mature oak trees the only place to put a pool is in the yard on Lakeshore Dr which can be considered the front yard but is used as a side yard.

The following justifications must be completed for any variance requested:

Variance requested – subject and code section:

Sec. 86-174. Review criteria and findings.

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;

The property is on a corner lot and only has 1 direct neighbor which is a rental property. The pool will not negatively impact the neighbor's views or enjoyment of their property. Two nearby neighbors also have pools.

- (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;

The variance is not out of character with other properties in the same zoning category. Another property in the same zoning category also has a pool along Lakeshore Drive, alt. key 2531100. We will be including landscaping and an elevated height to make it blend in. We will also be ensuring that it does not interfere with sight lines for traffic turning onto Lakeshore from Drew Ave.

- (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;

The benefits of granting this variance—specifically allowing the reasonable use of the property while protecting the trees in the rear—far outweigh any theoretical benefit of denying it, which would only serve to leave a portion of the lot unusable.



CITY OF CLERMONT VARIANCE APPLICATION

(4) The granting of the variance is consistent with the city's comprehensive plan; and

The requested variance promotes the goal of enhancing residential quality of life through private recreation. By utilizing the functional side yard, the project preserves natural topography in the rear of the lot, consistent with the city's comprehensive plan's environmental protection policies. The proposed landscaping ensures the improvement remains compatible with the surrounding area, maintaining the orderly development pattern of the neighborhood.

(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.

The variance requested represents the minimum deviation necessary to allow for the reasonable use and enjoyment of the property. Because the backyard is rendered unusable due to the slope and mature oak trees, there is no other location on the lot where a pool could be placed in compliance with standard setbacks.

James C Phillips

Applicant Name (print)

x 
Applicant Name (signature)

James C Phillips

Owner Name (print)

x 
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 Po Box 120219 Clermont FL 34712-0219
Contact Name:	Ada Schmidt
Contact Phone:	
Contact Email:	aschmidt@clermontfl.org
PO Number:	

Date:	04/20/2026
Order Number:	12267884
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	47.0000
Height in Inches:	3.9000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	05/05/2026 - 05/05/2026	Public Notices
LEE dailycommercial.com	1	05/05/2026 - 05/05/2026	Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$76.26
Tax Amount	\$0.00
Service Fee 3.99%	\$3.04
Cash/Check/ACH Discount	-\$3.04
Payment Amount by Cash/Check/ACH	\$76.26
Payment Amount by Credit Card	\$79.30

Order Confirmation Amount	\$76.26
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Ad Preview

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider a request at a public hearing to be held on Tuesday, May 12, 2026 at 3:00pm for the following 2 variances: (1) To allow for the maximum Impervious Surface Area to be over 55%; (2) and to allow for a pool to be placed within the front yard at a setback less than the 35ft minimum required for the R-1-A Single Family Low Density Residential zoning district, pertaining to City Code Sections 125-139.(3), 125-140.(1), and 125-520(b) at the following location:

LOCATION:

Northwest corner of E. Lakeshore Dr. and Drew Ave. intersection.

168 E. Lakeshore Dr.

(Alternate Key # 1714656)

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 34711.

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.

Tracy Ackroyd Howe
City Clerk, MMC

Daily Commercial

May 5, 2026

5/5/2026



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, May 12, 2026	
Agenda Item Name	
Utility Agreement Request <i>Islamic Center of Clermont, Inc.</i>	
Requested Action	
Recommend approval of the requested utility agreement.	
Staff Report	

The applicant, Islamic Center of Clermont, Inc. is proceeding with a site expansion at their current location in Lake County at 15020 Johns Lake Road. The applicant is proposing an expansion at the site, which includes a new 4,800 square foot worship hall, associated parking, and the conversion of an existing single-family residence into non-residential occupancy use. The site is currently served by a well and septic system. The applicant needs City water in order to meet the demands for fire protection and potable water use.

The project is located within the City's ISBA, JPA, and utility service area. The City has been requested by the County to provide a utility agreement in order to proceed with the site approval process. The project appears to meet the distance requirements for connection to both water (within 300 feet) and sewer (within 1,000 feet). The connection to City water is adjacent to the property line. The distance to the nearest gravity manhole is approximately 706 linear feet (red s on the map below). This is within the 1,000-foot requirement for connection.



The requested demand is 1,000 gpd for potable water and 1,000 gpd for sewer. The owner will be responsible for all costs of onsite and off-site improvements, including, but not limited to, design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the City to serve the property. Staff has reviewed the applicant's request and recommends approval of the utility agreement.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached(copies of original agreements)

- | | | |
|----|---|--|
| 1. | Location Map | Location Map.pdf |
| 2. | Islamic Center AK 1029705 Utility Agreement Final | Islamic Center AK 1029705 Utility Agreement Final.docx |
| 3. | 15020 Johns Lake Rd Utility App | 15020 Johns Lake Rd Utility App.pdf |
| 4. | Islamic Center Fixture Calculation | Islamic Center Fixture Calculation.pdf |

Islamic Center of Clermont – AK 1029708



UTILITY SERVICE AGREEMENT FOR WATER & WASTEWATER

This document constitutes an agreement between the CITY of Clermont, hereby referred to as **CITY**, a municipality of the State of Florida, and Islamic Center of Clermont, Inc. and any successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is requesting utility service for a House of Worship use consisting of an existing building of approximately 1,804 square feet with the addition of a new worship hall, up to 4,800 sq. ft. within parcel AK 1029708 (the "Property") as described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

Whereas, the Property is located in the unincorporated area of Lake County and the OWNER is requesting water and sewer service from the CITY; and

Whereas, as a condition of CITY providing said water and sewer service to the property, OWNER is to extend water and sewer lines to serve the Property and lines and appurtenances must be sized and constructed in accordance with the minimum requirements of CITY Land Development Regulations and to meet the flow demands for the use; and

Whereas, the CITY may, at the sole option of the CITY, elect to enlarge or oversize the water and/or sewer lines and appurtenances in order to provide additional capacity to other properties; and

Whereas, as a condition of the provision of water and sewer service to the Property by the CITY, OWNER agrees that this Agreement shall constitute an unconditional application to annex the Property into the City of Clermont, if CITY chooses to do so; and

Whereas, OWNER and CITY are entering into this Agreement to set forth the terms and conditions under which water and sewer service shall be extended and sized.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

Section 1. OFF-SITE WATER/SEWER – Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

- 1.1 CITY shall provide water and sewer service for the Property.
- 1.2 OWNER shall connect to the existing City system at connection point or points approved by CITY.
- 1.3 The route of any off site lines shall be according to engineering plans produced by OWNER and approved by the CITY.
- 1.4 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development.

- 1.5 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.
- 1.6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project. No building permits shall be issued until water and sewer are provided to the site or until a bond is received and accepted by the CITY, is in place to guarantee completion of off-site improvements. The bond shall be 110 % of the estimated cost of the job in place before work and a 20% warranty bond for one year after completion and acceptance. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the CITY.
- 1.7 The OWNER shall be responsible for all costs of on site and off site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
- 1.8 The existing utilities must stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the OWNER shall prepare plans, permit the project and construct the modifications at the OWNER's expense.
- 1.9 The utilities within the property shall be privately owned and maintained, but shall be constructed to City standards.
- 1.10 Irrigation shall be provided by private well.
- 1.11 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY.
- 1.12 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractors bid as certified by OWNER'S project engineer. The CITY shall review and either approve or reject the costs.
- 1.13 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.14 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water and sewer lines and appurtenances, both on site and off site, required to serve the Property, with reimbursement for the difference in costs as determined in Section 1.12 and 1.13 from the CITY.
- 1.15 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees.
- 1.16 The City may require a looped system to provide reliability and redundancy to the property.
- 1.17 The point of water and sewer connection shall be coordinated with the CITY.
- 1.18 The development shall be in substantial compliance with the Site Plan shown in Exhibit "C". Major changes as determined by the Clermont Site Review Committee may require

an amendment to this Agreement.

- 1.19 This Agreement shall be voided after five (5) years if building permits have not been issued and building construction has not started.
- 1.20 The Agreement shall be for utility flow/demand for a House of Worship - water at 1,000 gpd and sewer is 1,000 gpd, based on an annual average based upon the site plan in Exhibit C.

Section 2. DEVELOPMENT STANDARDS

- (a) The project shall be developed according to City standards, unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.
- (b) The project shall be developed in substantial accordance with the Site Plan as submitted with the Utility Service Agreement request, dated 9.13.2025, prepared by James Stawniczy, Registered Architect.

Section 3. ANNEXATION

OWNER agrees that CITY may annex the Property into the City of Clermont if CITY, in its sole discretion, chooses to do so. In conjunction herewith, OWNER shall provide to CITY a *Notice of Encumbrance to Annex* Property in a form substantially in compliance with the form set forth in Exhibit "B", attached hereto and incorporated herein. The CITY shall record this Notice in the public records of Lake County whereupon it is agreed it shall serve as an enforceable encumbrance on the real property described in Exhibit "A". The Notice of Encumbrance shall be executed by all owners of the real property described in Exhibit "A" and shall be accompanied, at OWNER'S expense, by a current certificate of title or opinion letter acceptable to CITY and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by OWNER shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land.

Section 4. SEVERABILITY

In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 5. NOTICES

All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY

City of Clermont
City Manager
P.O. Box 120219
Clermont, FL 34712-0219

OWNER

Islamic Center of Clermont, Inc
15020 Johns Lake Road
Clermont, FL 34711

Section 6. AMENDMENTS

Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

Section 7. EFFECTIVE DATE

The effective date of this agreement shall be the day of execution of the agreement required hereunder. This Agreement shall be valid for no longer than five (5) years.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through _____.

DATED this _____ day of _____, 2026.

CITY OF CLERMONT

ATTEST:

Tim Murry, Mayor

Tracy Ackroyd Howe, MMC, City Clerk

Approved as to form and legality:

Christian W. Waugh, City Attorney

OWNER: Islamic Center of Clermont, Inc.

Signature Title: _____

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2026, by _____, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public _____ SEAL:

Type/print name _____

EXHIBIT "A"

PROPERTY DESCRIPTION

Owner: Islamic Center of Clermont, Inc. – House of Worship

The West 1/2 of Tract 56 in Section 34, Township 22 South, Range 26 East, POSTAL COLONY COMPANY, according to the map or plat thereof, as recorded in Plat Book 9, Page 65, of the Public Records of Lake County, Florida.

LESS a portion of Tract 56, POSTAL COLONY COMPANY, according to the plat thereof, as recorded in Plat Book 9, Page 65, of the Public Records of Lake County, Florida, being more particularly described as follows: As also described in Statutory Warranty Deed recorded in Official Records Book 3327, Page 453.

Begin at the East right of way line of Hancock Road and the South right of way line of Johns Lake Road; thence South 00 degrees 05 minutes 17 seconds West 616.60 feet along said East right of way line of Hancock Road; thence South 89 degrees 54 minutes 36 seconds East 40.00 feet to a line lying 40.00 feet East of, and parallel with, said East right of way line of Hancock Road; thence North 00 degrees 05 minutes 17 seconds East 591.32 feet along said line lying 40.00 feet East of, and parallel with, said East right of way line of Hancock Road; thence North 45 degrees 17 minutes 36 seconds East 35.23 to said South right of way line of Johns Lake Road; thence North 89 degrees 30 minutes 10 seconds West 65.00 feet along said South right of way line of Johns Lake Road to the Point of Beginning.

EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

City of Clermont
685 W. Montrose Street
Clermont, FL 34712

THIS INSTRUMENT, Made this _____ day of _____, 2026, between **Islamic Center of Clermont, Inc**, property owners in the County of Lake, State of Florida Grantor*, and the **CITY OF CLERMONT, FLORIDA**, A Municipal Corporation, Grantee*:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of Clermont, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below – described real property situate, lying and being in Lake County, Florida with the absolute requirement that the subject real property may be, at the sole discretion, and upon request of Grantee, annexed into the city limits of the City of Clermont at such time that the annexation of said real property is in accordance with applicable law,

GRANTOR, further agrees, on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns to perform all ministerial functions necessary of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of Clermont and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

Exhibit "A"

Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

WITNESSES (Two required):

Islamic Center of Clermont, Inc.

Witnesses

By: _____
Signature

Type or print name

By: _____
Signature

Type or print name

1. _____
Signature

Type or print name

2. _____
Signature

Type or print name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2026, by _____, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public _____ SEAL:

Type/print name _____

Pursuant to Section 695.29(3)(f): this instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Attorney, City of Clermont, Florida 34712

EXHIBIT "C"

SITE PLAN

Islamic Center of Clermont – New Worship Hall Addition Site Plan

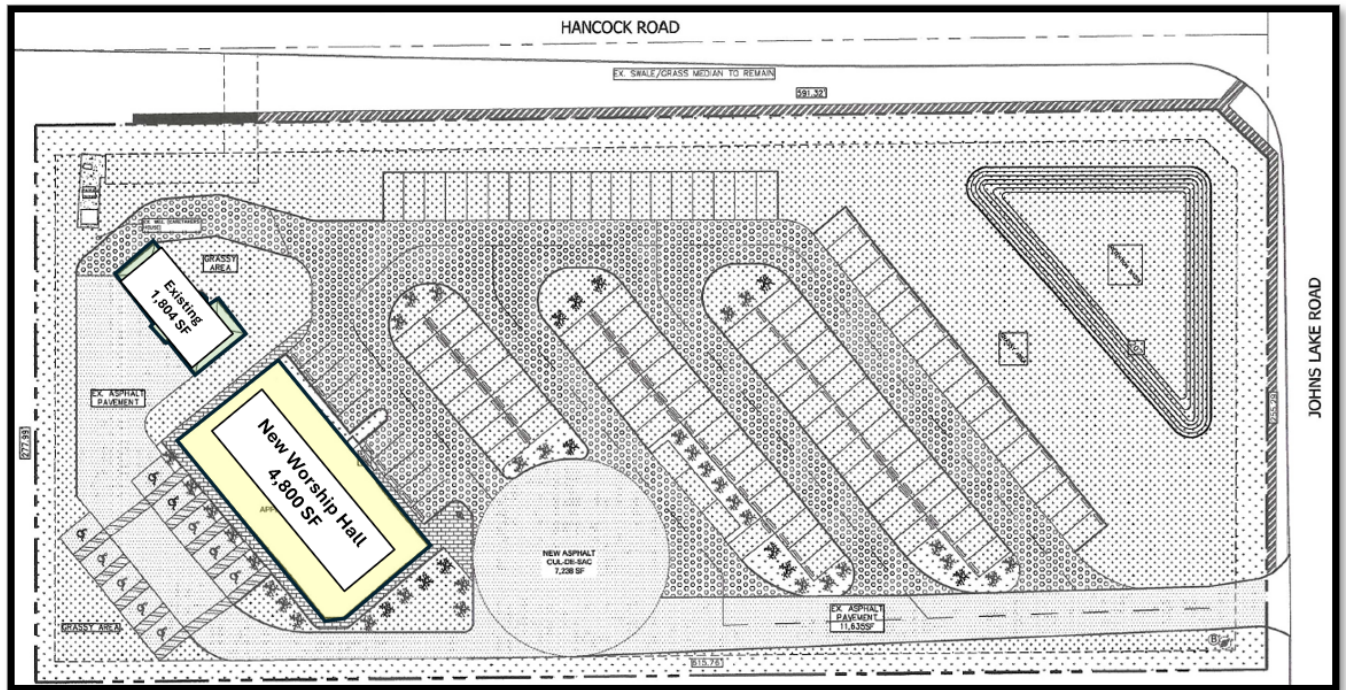
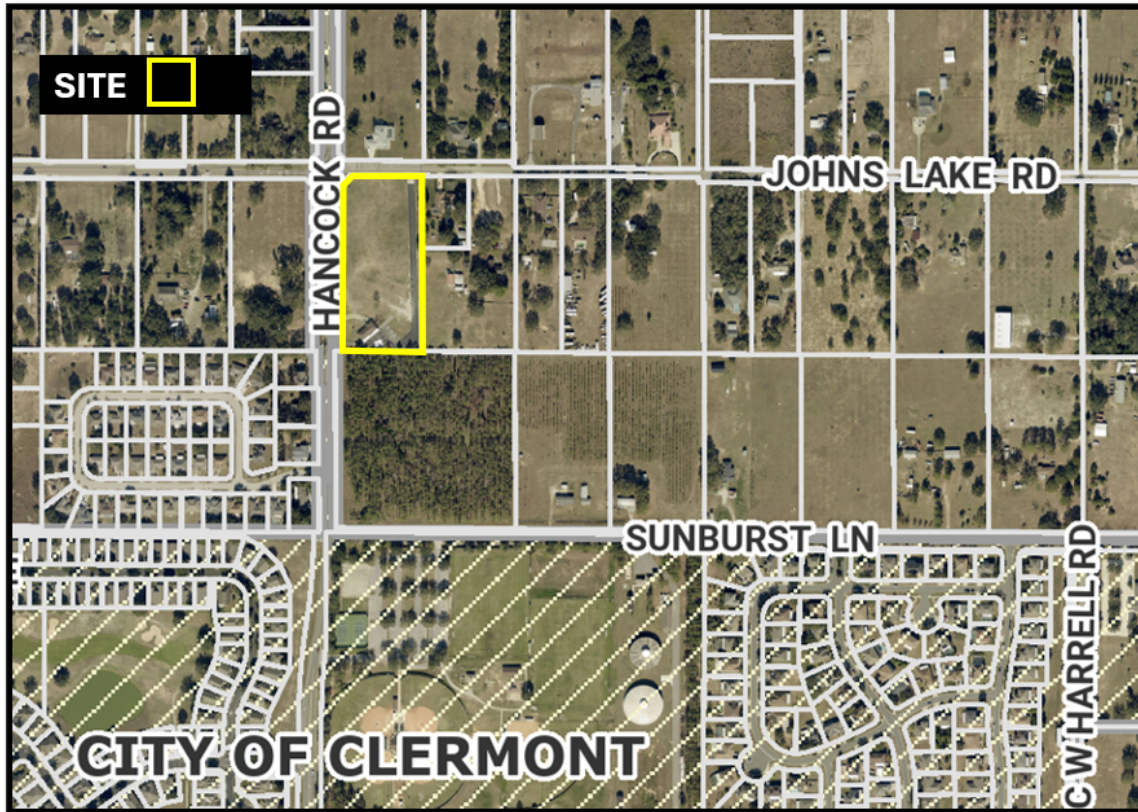


EXHIBIT "D"
LOCATION MAP



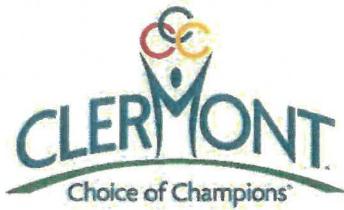
Commercial?



CITY OF CLERMONT UTILITY SERVICE AGREEMENT APPLICATION

For Utilities Outside of Municipal Boundaries & Determination of Capacity

Date <u>12/29/2022</u>			
Applicant <u>ISLAMIC CENTER OF CLERMONT</u>			
Contact Person: <u>ANWAR LATIB</u>			
Address <u>15020 JOHN LAKE RD</u>	City <u>CLERMONT</u>	State <u>FL.</u>	Zip <u>34711</u>
Telephone <u>(407) 761.7863</u>	Fax		
Email <u>ANWAR LATIB@GMAIL.COM</u>			
OWNER INFORMATION			
Owner's Name <u>AS ABOVE</u>			
Owner Address	City	State	Zip
Telephone	Fax		
Email			
AGREEMENT INFORMATION			
Party Responsible for Agreement <u>ANWAR LATIB</u>			
Address of the Subject Property <u>15020 JOHN LAKE ROAD</u>			
General Location of the Property (include Location Map)			
Area of the property: <u>3.91</u> acres			
Zoning: <u>CFD : COMMUNITY FACILITY</u>		County Future Land Use: <u>Rural</u>	
Attach development orders, ordinances and staff reports by Lake County and the Florida Dept. of Economic Opportunity (DEO).			
Estimated Water Consumption (excluding irrigation): <u>40</u> gallons per day			
Estimated Sewer Consumption: <u>N/A</u> gallons per day (Septic tank)			
Estimated Re-Use (Gray Water) Water Consumption: <u>N/A</u> gallons per day			
Attach a detailed description of project.			
Notes:			



CITY OF CLERMONT UTILITY SERVICE AGREEMENT APPLICATION

Items required for submittal include one (1) copy of the following items:

- ☐ Signed original application and materials requiring for processing
- ☐ Letter of capacity and utility line location from the City of Clermont Environmental Services Dept.
Phone: (352) 241-0178
- ☐ Proposed Site Plan (if applicable)
- ☐ Lake County Property Appraiser – Record Card
- ☐ Location Map
- ☐ Any applications currently on file with Lake County
- ☐ Any Lake County staff reports
- ☐ DEO or ECFRPC correspondence
- ☐ Any information needed for determination of utility services requested

ANWAR LATIB
Applicant Name (print)

x [Signature]
Applicant Name (signature)

ISLAMIC CENTER OF CLERMONT
Owner Name (print)

x [Signature]
Owner Name (signature)

Prior to submitting an application, a meeting with the City of Clermont is required

To schedule a meeting please contact:

Development Services Department

Phone: 352-394-4083

A review by the *Site Review Committee* may be required, which would require 6 sets of site plans for review by staff. Upon the receipt of all necessary information and review by staff the request will be scheduled for the next available City Council regular meeting.

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

03/09/2020

CFN 2007076614
Bk 03447 Pgs 0001 - 5; (5pgs)
DATE: 06/07/2007 10:21:04 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 44.00

ORDINANCE #2007- 20
Tracking No.# 18-07-CFD
E.W. Griffith
Heart House Ministries, Inc.
PH# 12-07-2

FILED
2007 MAY 30 AM 10:28
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

AN ORDINANCE OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE LAKE COUNTY ZONING MAPS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, E.W. Griffith (the "Applicant") on behalf of Heart House Ministries (the "Owner") requested a rezoning from Agricultural (A) to Community Facility District (CFD); and

WHEREAS, the Subject property consists of 4.48+/- acres and is located southeast of the intersection of Hancock Road and Johns Lake Road (Sec. 34 Twp. 22S Rge. 26E) having Alternate Key #1029708, further described as:

LEGAL DESCRIPTION: [EXHIBIT "A" - ATTACHED]

WHEREAS, the property is located within the Rural Future Land Use Category; and

WHEREAS, the Lake County Zoning Board did, on the 7th day of March, 2007, reviewed Petition PH #12-07-2; and

AND, after giving Notice of Hearing on petition for a change in the use of land, including notice that said Ordinance would be presented to the Board of County Commissioners of Lake County, Florida, on the 27th day of March, 2007 and on the 24th day of April, 2007; and

WHEREAS, the Board of County Commissioners reviewed said petition, the recommendations of the Lake County Zoning Board, and any comments, favorable or unfavorable, from the public and surrounding property owners at a Public Hearing duly advertised, and

WHEREAS, upon review, certain terms pertaining to the development of the above described property have been duly approved, and

R Planning & Development

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Lake County, Florida, that the Land Development Regulations of Lake County, Florida, be altered and amended as they pertain to the above tract of land subject to the following terms:

Section 1. Terms: Terms: The County Manager or designee shall amend the Zoning Maps from Agriculture District (A) to Community Facility District (CFD) as specified in Section 3.00.00 of the Land Development Regulations, as amended, in accordance with this Ordinance.

- A. Land Use: Utilization of the site shall be limited to a church and church related uses. Any other use of the site shall require approval of an amendment by the Board of County Commissioners.
- B. Impervious Surface: The Impervious Surface Ratio shall not exceed twenty (20) percent of the property's area.
- C. Setbacks: Setbacks shall be in accordance with Sections 3.02.05 and 9.01.04 of the Lake County Land Development Regulations.
- D. Landscaping / Buffering: All landscaping shall comply with the landscaping and buffering requirements contained in Section 9.01.00 of the Lake County Land Development Regulations.
- E. Lighting:
 - 1. Light sources to illuminate signs, facades, buildings, parking, and loading areas shall be shaded to prevent direct glare, light spillage, and hazardous interference with adjacent properties.
 - 2. Outdoor lighting poles shall be designed to prevent light from projecting in an upward or horizontal direction.
- F. Signage: All signage shall comply with the applicable sign requirements contained in Chapter XI of the Lake County Land Development Regulations.
- G. Environmental: An environmental assessment addressing habitat and species shall be submitted to the County during site plan review of the project.
- H. Access Management: Ingress and egress shall be limited to Johns Lake Road. The project shall comply with all applicable access management requirements, as established in Section 9.05.00 of the Lake County Land Development Regulations.
- I. Development Review and Approval: Prior to the issuance of any permits, the Applicant shall submit site plans for review and approval by the County Manager or designee. The site plans shall meet all submittal requirements and comply with all County codes and ordinances, as amended. A Certificate of Occupancy shall not be issued until the completion of Lake County's improvements to Johns Lake Road and Hancock Road.
- J. Future Development Orders: Any requested development order must comply with the Lake County Land Development Regulations, as amended, and the Lake County Comprehensive Plan, as amended.

- K. Future Amendments to Statutes, Code, Plans, and/or Regulations: The specific references in this Ordinance to the Florida Statutes, Florida Administrative Code, Lake County Comprehensive Plan, and Lake County Land Development Regulations shall include any future amendments to the Statutes, Code, Plans, and/or Regulations.
- L. The transfer of ownership or lease of any or all of the property described in this Ordinance shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to this Ordinance and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following procedures contained in Chapter XIV of the Lake County Land Development Regulations, as amended.

Section 2. Conditions as altered and amended which pertain to the above tract of land shall mean:

- A. After establishment of the facilities as provided herein, the aforementioned property shall only be used for the purposes named in this Ordinance. The Zoning Board and Board of County Commissioners must specifically authorize any other proposed use.
- B. No person, firm, or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner within the boundaries of the above described land, without first submitting the necessary plans in accordance with Chapter XIV of the Lake County Land Development Regulations and receiving approval from the County Manager or designee upon receiving the permits required from other appropriate governmental agencies.
- C. This Ordinance shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.
- D. Construction and operation of the proposed use shall at all times comply with the regulations of this and other governmental agencies.
- E. The transfer of ownership or lease of any or all of the property described in this Ordinance shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions established by this Ordinance and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following procedures contained in Chapter XIV of the Lake County Land Development Regulations, as amended.

Section 3. Severability: If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

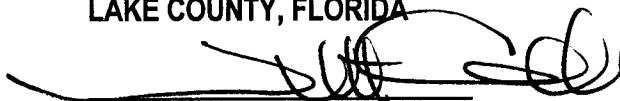
SECTION 4. Effective Date. This Ordinance shall become effective as provided by law.

ENACTED this 24 day of April, 2007.

FILED with the Secretary of State May 30, 2007

EFFECTIVE May 30, 2007.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA


WELTON CADWELL, Chairman

ATTEST:


JAMES C. WATKINS, Clerk of the
Board of County Commissioners
Lake County, Florida

APPROVED AS TO FORM AND LEGALITY


SANFORD A. MINKOFF, County Attorney

EXHIBIT "A" – LEGAL DESCRIPTION

ORDINANCE NO. #2007-20

PH#12-07-2

Tracking No. #18-07-CFD

Heart house Ministries / E.W. Griffith

AN ORDINANCE BY THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE LAKE COUNTY ZONING MAPS; AND PROVIDING FOR AN EFFECTIVE DATE.

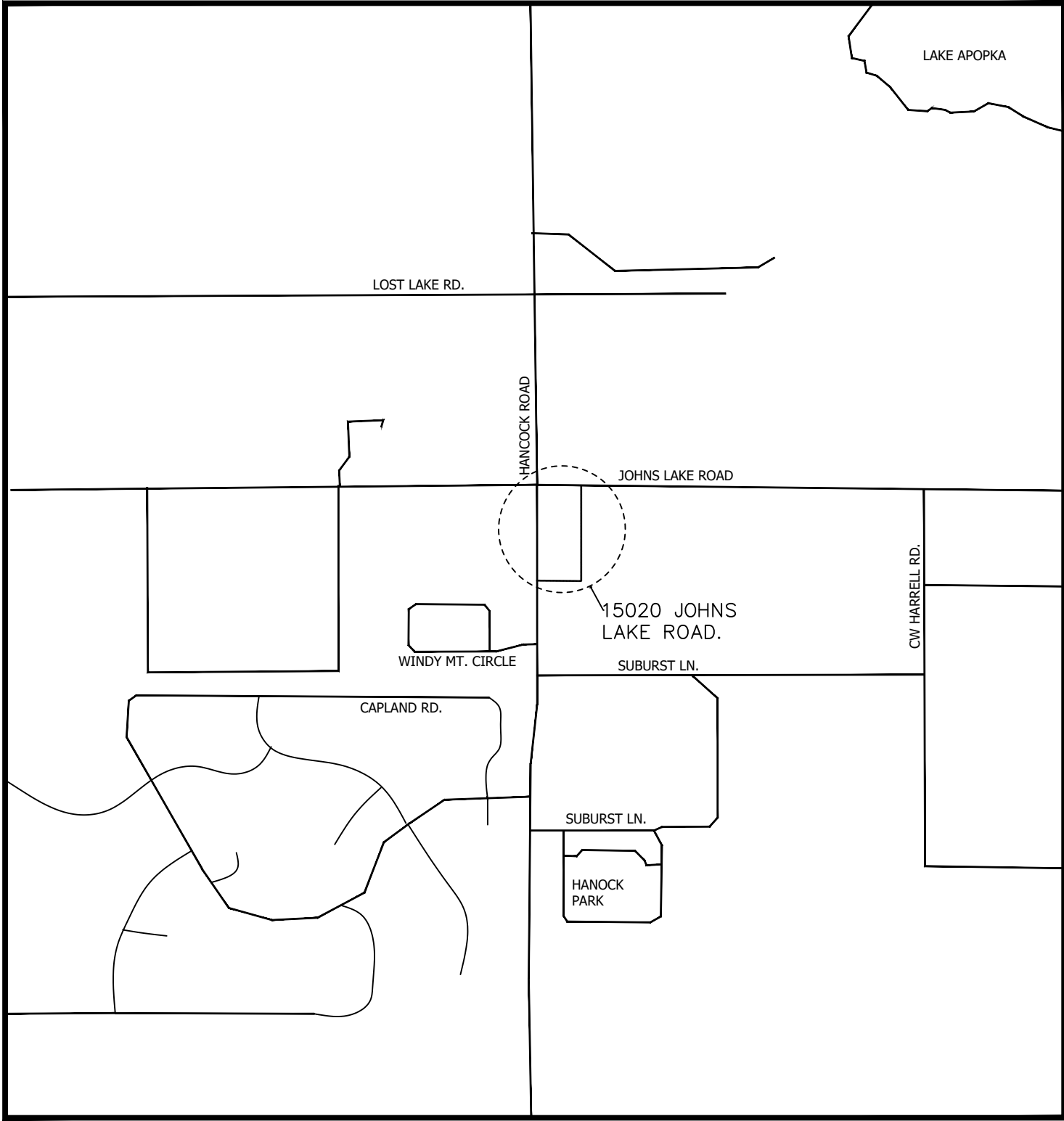
LEGAL DESCRIPTION: The W 1/2 of Tract 56 in Sec 34 Twp 22S Rge 26E, according to the Plat of Postal Colony Company as recorded in Plat Bk 9, Pg 65 of the Public Records of Lake County, Florida.

15020 JOHN'S LAKE ROAD . CLERMONT . FLORIDA . 34711

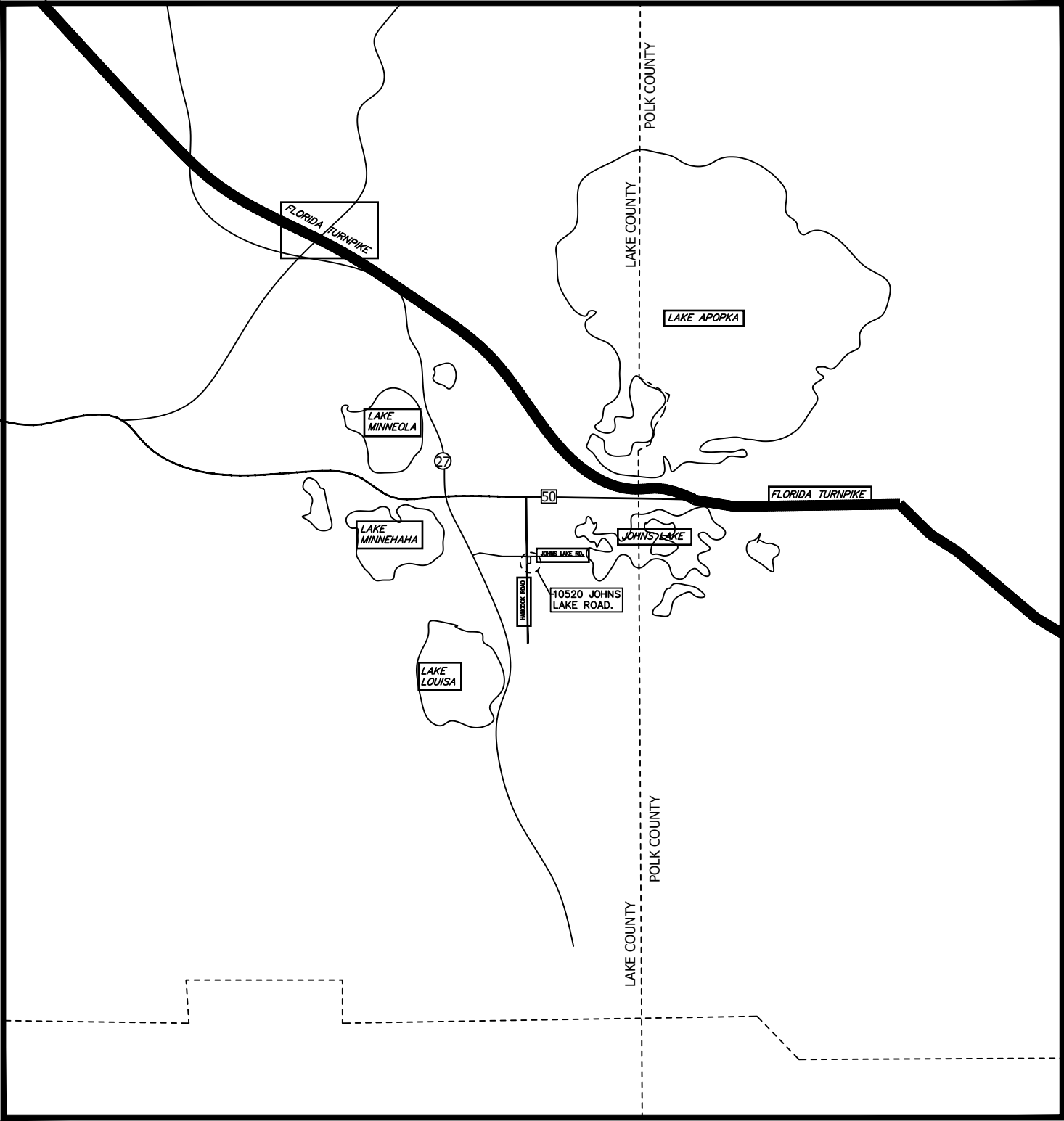


PROPOSED BUILDING RENDERING

PARCEL ID: (LAKE COUNTY): 242325090005600002



VICINITY MAP



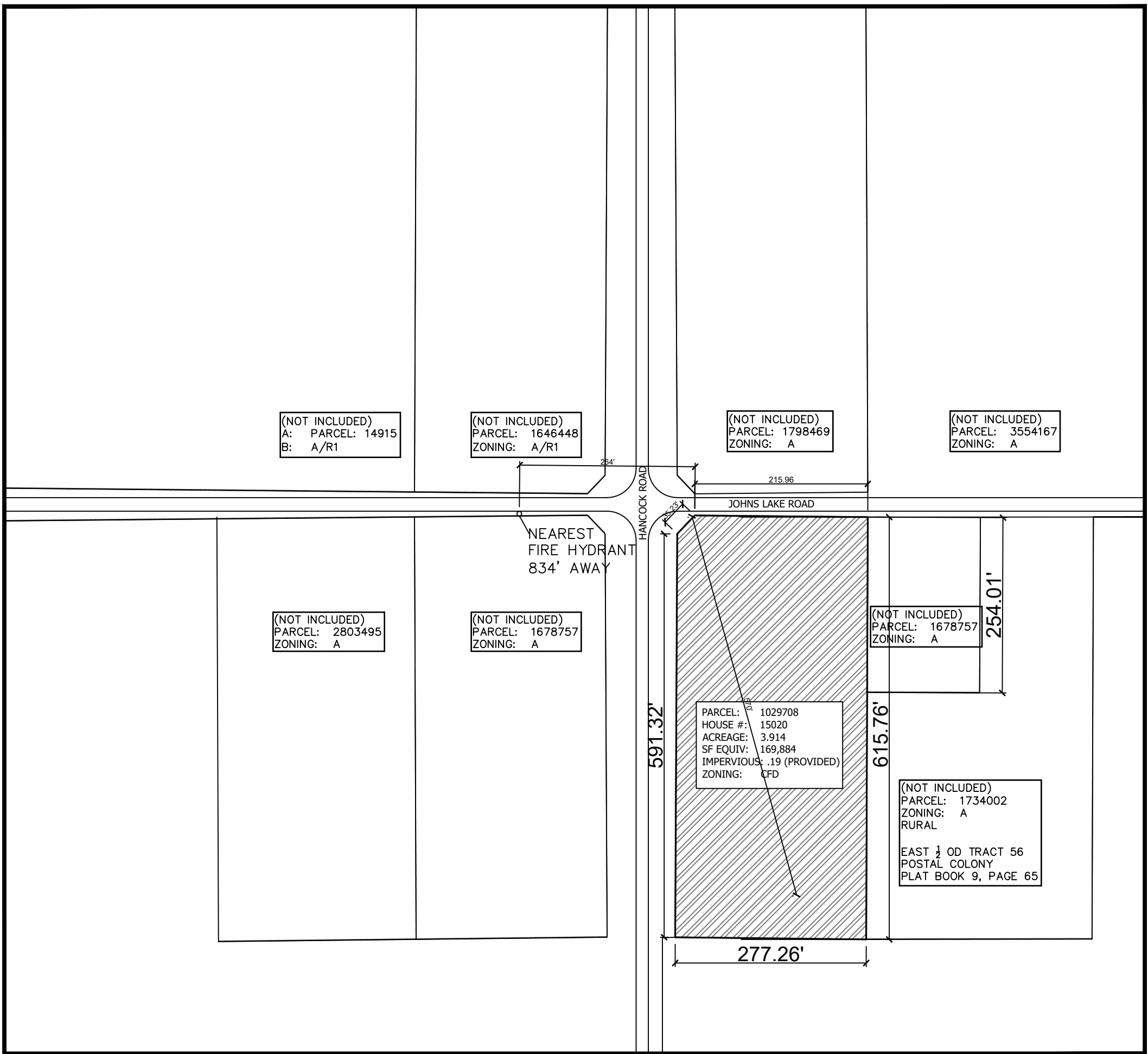
LOCATION OF PROPERTY IN LAKE COUNTY

SCOPE OF WORK SUMMARY

CONSTRUCTION OF A NEW ONE STORY PREFABRICATED STEEL WORSHIP HALL. MODIFY EXISTING PARKING CONFIGURATION TO ACCOMMODATE ADDITIONAL OCCUPANT LOAD, INSTALL NEW DRAINAGE BASIN, SIGNAGE, HYDRANTS AND PROVIDE FIRE TRUCK ACCESS BY EXTENDING AND RECONFIGURING THE EXISTING DRIVEWAY.

OWNERSHIP & CONSULTANTS

OWNER:	ISLAMIC CENTER OF CLERMONT 15020 JOHNS LAKE ROAD CLERMONT, FL 34711 ANWAR LATIB (407) 761 – 7863
ARCHITECT:	JAMES STAWNICY 8233 OCEANUS DRIVE BOCA RATON, FL 33496 (917) 282 – 3806 JAMESSTAWNICY@GMAIL.COM
PROJECT MANAGER:	WJ PROFESSIONAL EXPEDITING 11 BROADWAY – SUITE 615 NEW YORK, NY 10004 (718) 898 – 8306
GEOTECHNICAL & STORMWATER RETENTION DESIGN:	ANDREYEV ENGINEERING, INC 4055 ST JOHNS PARKWAY SANFORD, FL 32771 (407) 330–7783
TRAFFIC :	TBD
SITE/CIVIL:	TBD
PRE–ENGINEERED METAL BUILDING:	TBD



PARCEL MAP

LEGAL DESCRIPTION OF SITE:

OWNER: ISLAMIC CENTER OF CLERMONT
15020 JOHNS LAKE ROAD
CLERMONT, FL 34711

SITE ZONING: COMMUNITY FACILITY DISTRICT (CFD)
RURAL FUTURE LAND USE

PROPERTY LOCATION: SOUTHEAST OF THE INTERSECTION OF
HANCOCK ROAD AND JOHN'S LAKE RD.

PARCEL SECTION: 34

TWP: 22S

RGE: 26E

ALTERNATE KEY: 1029708

LEGAL DESCRIPTION:
ORDINANCE NO. 2007–20, PH@12–070CFD
THE W 1/2 OF TRACT 56 IN SEC 34 TWP 22S RGE 26E, ACCORDING TO THE
PLAT OF POSTAL COLONY COMPANY AS RECORDED IN PLAT BK 9, PG 65 OF
THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS A PORTION OF THE TRACT 56, POSTAL COLONY COMPANY, ACCORDING TO THE PLAT
THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 65, OF THE PUBLIC RECORDS OF LAKE COUNTY
FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS ALSO DESCRIBED IN
STATUTORY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3327, PAGE 453.

BEGIN AT THE EAST RIGHT OF WAY LINE OF HANCOCK ROAD AND SOUTH RIGHT OF WAY LINE OF
HANCOCK ROAD; THENCE SOUTH 89° – 54' 36" EAST 40 FEET TO A LINE LYING 40 FEET EAST
OF AND PARALLEL WITH SAID EAST RIGHT OF WAY LINE OF HANCOCK ROAD THENCE NORTH 00°
05' 17" EAST 591.32 FEET ALONG SAID LINE LYING 40.00 FEET EAST OF, AND PARALLEL WITH,
SAID EAST RIGHT OF WAY LINE OF HANCOCK ROAD, THENCE NORTH 45° 17' 36" EAST 35.23' TO
THE SAID SOUTH RIGHT OF WAY LINE OF JOHN'S LAKE ROAD; THENCE NORTH 89° 30' 10" WEST
65.00 FEET ALONG SAID SOUTH RIGHT OF WAY LINE OF JOHN'S LAKE ROAD TO THE POINT OF
BEGINNING.



SIGNATURE & SEAL

DOB SEAL & SIGNATURE

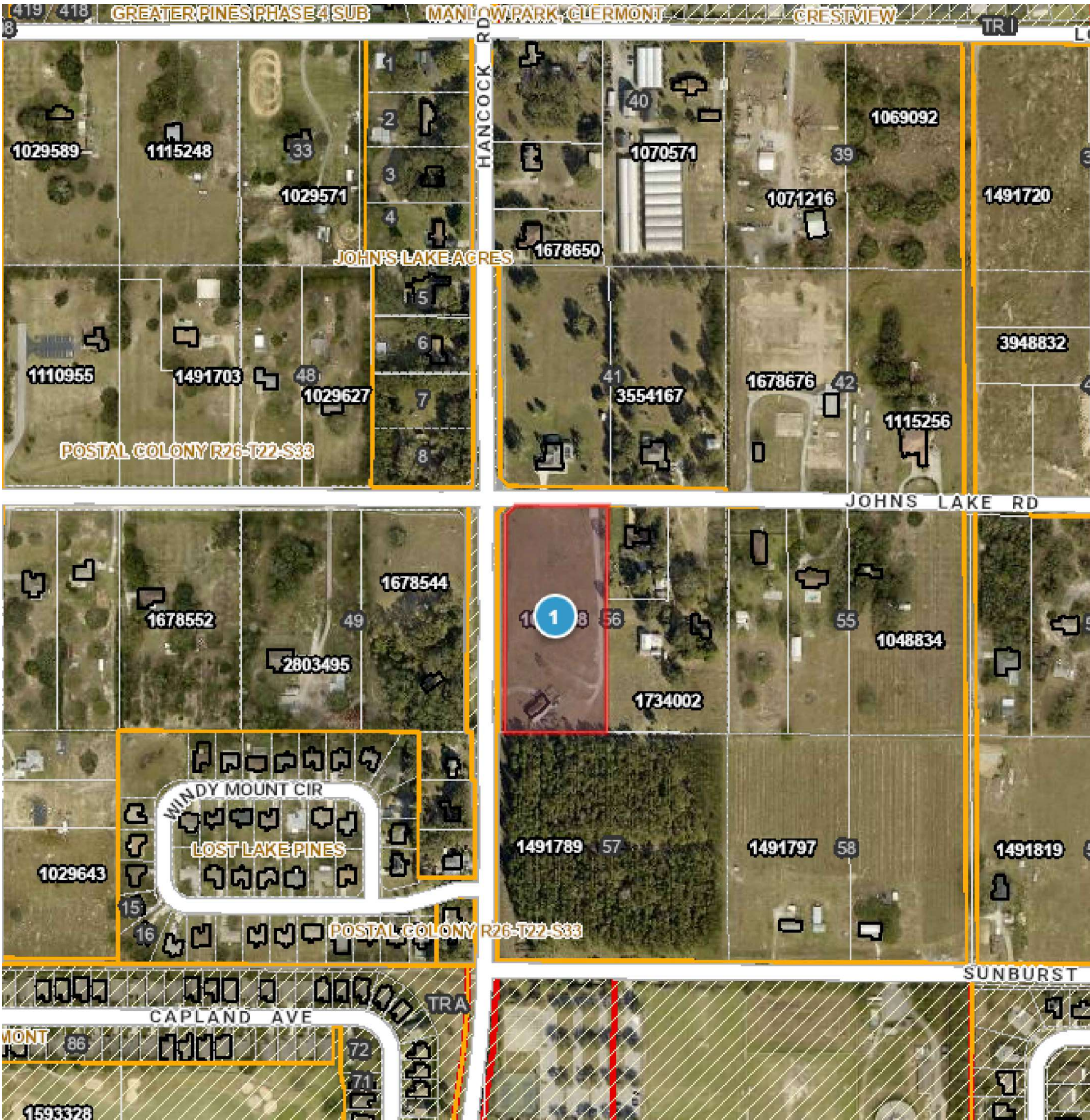
11/21 LC REVIEW
DATE
ISSUE OR REVISION

ARCHITECT:
JAMES STAWNICY, NCARB
8233 OCEANUS DR.
BOCA RATON, FL 33496
(917)282–3806

PROJECT MANAGER:
WJ PROFESSIONAL
EXPEDITING
11 BROADWAY – SUITE 615
NEW YORK, NY 10004
(718) 898 – 8306

DRAWING TITLE	COVER PAGE & LOCATIONS
DATE	8.13.2025
FLOOR	FIRST
SCALE	AS NOTED
DRAWN BY	US
DRAWING NO.	G100.00

LAKE COUNTY ZONING REQUIREMENTS			
GIS PARCEL ID: 242325090005600002		ZONING PARCEL: 1029708	
ZONING CLEARANCE:		PERMITTED (PLACE OF WORSHIP)	
ZONING DISTRICT:		CFD: COMMUNITY FACILITY DISTRICT PER ORD. #2007-20	
LAND USE CODE:		Rural	
OVERLAY DISTRICT:		Lake Apopka Basin overlay District	
DEVELOPMENT STDS:		CFD / Construction classification Type II-A	
REQUIREMENTS:	ALLOWABLE	EXISTING	PROVIDED
SITE ACRE'S	-	3.94	3.94
SITE SF	-	171670	171670
# OF BLDGS	-	1	2
EXISTING BLDG SF	-	1804	1804
NEW WORSHIP HALL SF	-	0	4800
NEW WORSHIP HALL FAR	1.0 (FAR)	-	.028 (ok) < 1.0
TOTAL DEVELOPMENT SF		1804	6,604
SITE-WIDE FAR		.009	.037 (ok) < 1.0
SITE SPECIFIC REQTS	ALLOWABLE		PROPOSED
IMPERVIOUS CALCS:	ORD. 2007-20		
EX. BLDG LOT COVER			1,804SF
PROP. BLDG. LOT COV			4,800SF
ASPHALT PAVEMENT			11,635SF
CUL-DE-SAC			7,238SF
NEW DRIVEWAY			7505SF
TOTAL IMPEVIOUS	34,334SF		32,982F
NOTE: PROPOSED IMPERVIOUS AREA= 32,982 SF (COMPLIES) 20% X 171,670SF = 34,334SF > 32982SF			



LAKE COUNTY GIS MAP W/ ZONING & PARCEL OVERLAY



SIGNATURE & SEAL

SIGNATURE & SEAL

ARCHITECT
JAMES STAWINSKI, NCARB
2025 OCEANUS DR
BOCA RATON, FL 33496
(917) 282-3806

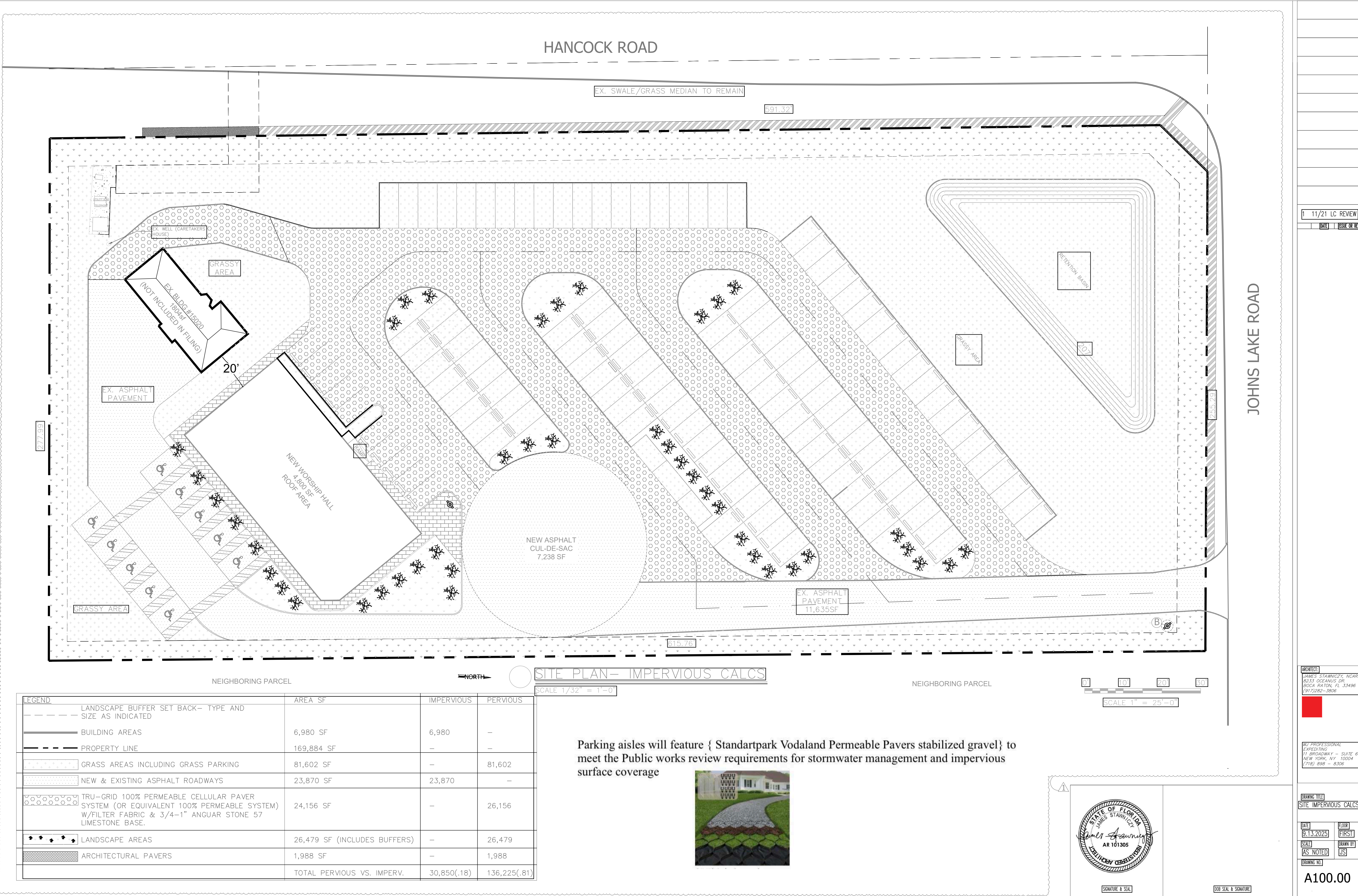
PROJECT MANAGER
JAI PROFESSIONAL
EXPEDIENT
11 BROADWAY - SUITE 615
NEW YORK, NY 10004
(718) 898 - 8306

DRAWING TITLE
EXISTING CONDITIONS

DATE	FLOOR
9.13.2025	FIRST
SCALE	DRAWN BY
AS NOTED	JS

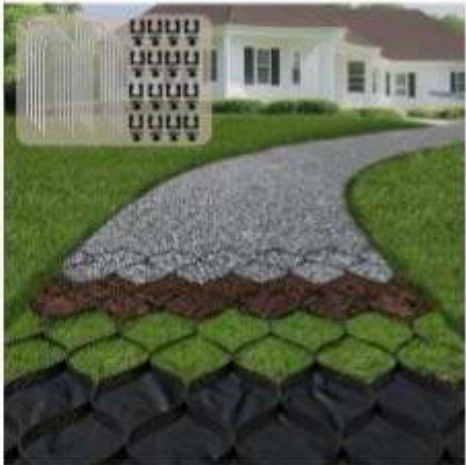
DRAWING NO.

Z100.00



LEGEND	AREA SF	IMPERVIOUS	PERVIOUS
LANDSCAPE BUFFER SET BACK- TYPE AND SIZE AS INDICATED			
BUILDING AREAS	6,980 SF	6,980	-
PROPERTY LINE	169,884 SF	-	-
GRASS AREAS INCLUDING GRASS PARKING	81,602 SF	-	81,602
NEW & EXISTING ASPHALT ROADWAYS	23,870 SF	23,870	-
TRU-GRID 100% PERMEABLE CELLULAR PAVER SYSTEM (OR EQUIVALENT 100% PERMEABLE SYSTEM) W/FILTER FABRIC & 3/4-1" ANGUAR STONE 57 LIMESTONE BASE.	24,156 SF	-	26,156
LANDSCAPE AREAS	26,479 SF (INCLUDES BUFFERS)	-	26,479
ARCHITECTURAL PAVERS	1,988 SF	-	1,988
	TOTAL PERVIOUS VS. IMPERV.	30,850(.18)	136,225(.81)

Parking aisles will feature { Standartpark Vodaland Permeable Pavers stabilized gravel} to meet the Public works review requirements for stormwater management and impervious surface coverage



11/21 LC REVIEW
DATE
ISSUE OR REVISION

ARCHITECT
JAMES STAWNOWICZ, NCARB
2233 OCEANUS DR.
BOCA RATON, FL 33496
(917) 282-3806

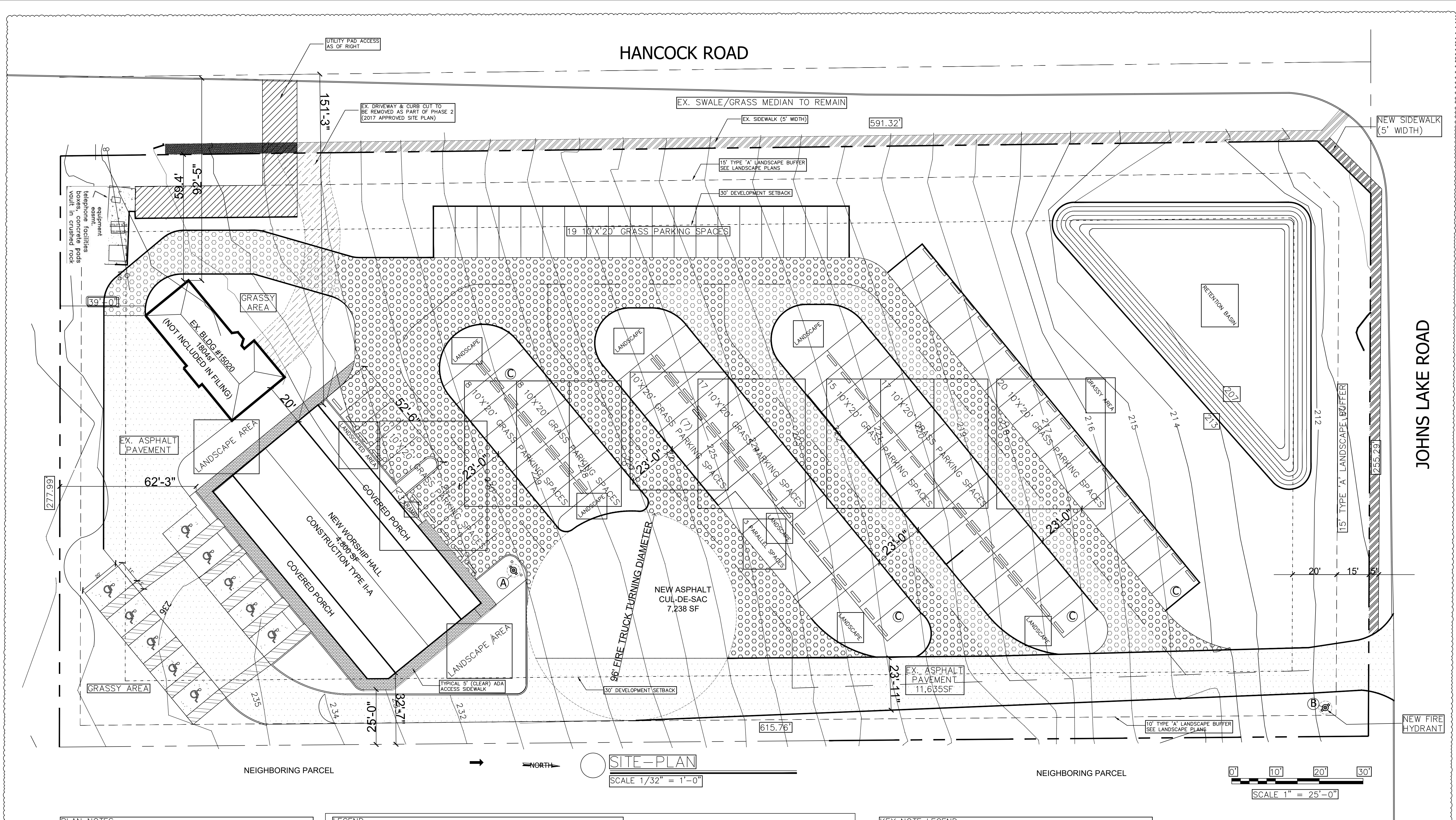
PROFESSIONAL
EXPIRED
11 BROADWAY - SUITE 615
NEW YORK, NY 10004
(718) 698 - 8306

DRAWING TITLE
SITE IMPERVIOUS CALC'S

DATE	FLOOR
9.13.2025	FIRST
SCALE	DRAWN BY
AS NOTED	JS

DRAWING NO.

A100.00



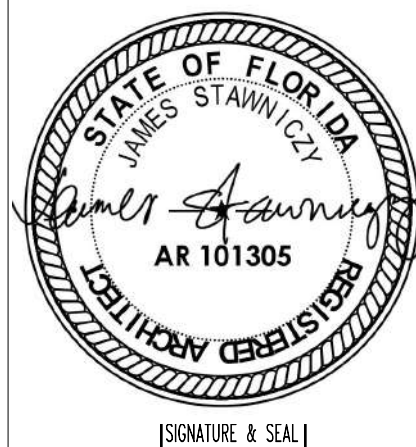
PLAN NOTES:

1. ASPHALT: ALL ASPHALT TO BE PITCHED 1% MIN AWAY FROM THE BUILDINGS FOUNDATION SYSTEM.
2. ALL NEW TO EXISTING ASPHALT PAVING SHOULD BE PROPERLY MILLED AT EXISTING TO ENSURE SMOOTH SURFACES
3. REFER TO LANDSCAPE PLAN FOR LANDSCAPE DETAILS
4. ALL PARKING IS ON RELATIVELY FLAT SLOPED SURFACES, PROVIDE WHEEL GUARDS TO DENOTE EACH SPACE.
6. ALL STRIPING TO PER FLORIDA DOT STANDARDS.
7. REFER TO SITE FIRE SAFETY PLAN FOR SIGNAGE LOCATIONS.
8. ELEVATIONS REFER TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)

LEGEND	
	LANDSCAPE BUFFER SET BACK- TYPE AND SIZE AS INDICATED
	30' DEVELOPMENT SET BACK
	PROPERTY LINE
	EXISTING ASPHALT PAVING
	NEW ASPHALT PAVING
	TRU-GRID 100% PERMEABLE PAVER SYSTEM (OR EQUIVALENT 100% PERMEABLE SYSTEM) W/FILTER FABRIC & 3/4-1" ANGULAR STONE 57 LIMESTONE BASE.
	CONCRETE DRIVEWAY TO BE REMOVED

	NEW FIRE HYDRANT - PROVIDE 6" STEEL BOLLARDS WHERE INDICATED. MAINTAIN 36" CLEAR DIAMETER AROUND HYDRANT
	ARCHITECTURAL PAVERS- STYLE BY OWNER
	NEW PUBLIC SIDEWALK
	EX. PUBLIC SIDEWALK- TIE TO NEW

KEY NOTE LEGEND:	
(A)	HYDRANT - W/ 36" CLEAR SPACE ON ALL SIDES. PROVIDE 6" STEEL BOLLARDS MOUNTED TO CONCRETE SIDEWALK
(B)	HYDRANT - W/ 36" CLEAR SPACE ON ALL SIDES
(C)	TYPICAL 10X20 GRASS STALL W/ REINFORCED CONCRETE BUMPER (125 SPACES PROVIDED, 10 ADA PARKING) FINAL COUNT TO BE DETERMINED BY A TRAFFIC STUDY



ARCHITECT:
JAMES STAWNICZY, NCARB
9233 OCEANUS DR
BOCA RATON, FL 33496
(917) 282-3806

PROFESSIONAL
EXPEDITING
71 BROADWAY - SUITE 615
NEW YORK, NY 10004
(718) 898 - 8306

DRAWING TITLE
SITE PLAN

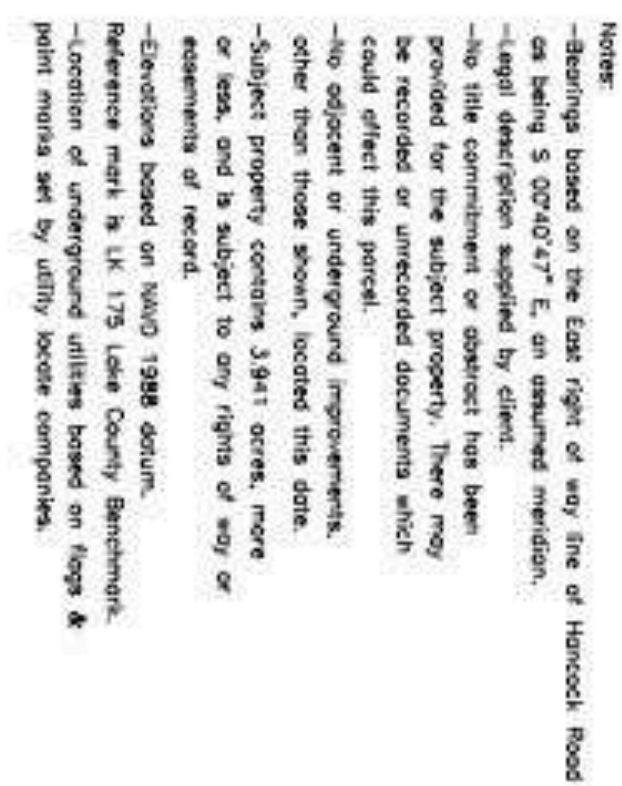
DATE	9.13.2025	FLOOR	FIRST
SCALE	AS NOTED	DRAWN BY	JS
DRAWING NO.			

A101.00

DATE	FLOOR
9.13.2025	FIRST
SCALE	DRAWN BY
AS NOTED	JS

Map of Boundary & Topographic Survey

DESCRIPTION: WEST 1/2 OF TRACT 56, POSTAL COLONY COMPANY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 65, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. LESS RIGHT OF WAY IN DEED RECORDED IN OFFICIAL RECORDS BOOK 3327, PAGE 453, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. ALSO LESS RIGHT OF WAY OF HANCOCK ROAD AND JOHN'S LAKE ROAD.



I hereby declare that based on my
 examination of the Flood Insurance Rate
 Map Number 12089C 0250 E dated December 18,
 2012, and that to the best of my knowledge,
 belief, and my professional opinion that the
 subject property lies within Flood zone X.

Certified to Islamic Center of Cerritos, Inc.,
 Digitally signed
 by JEFFREY F
 RHODEN
 Date: 2023.01.15
 14:01:33 -0500

Digitally signed
by JEFFREY F
RHODEN
Date:
2023.02.15
14:01:33 -0500

#	Date	Revisions	Field Note 7/14/23	Prepared for: Miami Center of Current, Inc.
4	2/14/23	update survey & lining contents		
3	4/17/14	revise line lines	Done by JPH	
2	9/04/13	add survey of F/W/s		
1	5/20/13	add comm. system elevations		

AJAX, WHITNEY NICOLE, P.E.

3113 SW 101ST TERRACE, GAINESVILLE, FLORIDA, 32608.

andrews.john6890@gmail.com

This letter serves as a formal justification for the installation of an Onsite Sewage Treatment and Disposal System (OSTDS) for the above-referenced religious facility. Based on the distance of the nearest public sewer and the calculated estimated sewage flow, the project meets the statutory requirements for exemption from mandatory public sewer connection.

1. Statutory Exemption Basis

Per **Florida Statute §381.0065(2)(a)2**, a public sewer system is considered "available" only if the subject property meets specific proximity criteria relative to its estimated flow.

- **Statute Standard:** For an establishment with an estimated sewage flow of **1,000 Gallons Per Day (GPD) or less**, the sewer is considered "available" only if the line abuts the property or is within **50 feet** of the property line.
- **Site Condition:** The nearest connection point (manhole) is located **706 linear feet** from the property line.
- **Conclusion:** If the facility's Estimated Sewage Flow is demonstrated to be less 1,000 GPD, connection is **not** mandatory by law.

2. Estimated Sewage Flow Calculation

In accordance with **Florida Administrative Code (FAC) Chapter 64E-6, Table 1**, the flow rates for a religious institution are calculated based on seating capacity and meal service, not on square footage or individual fixture flow rates.

We have established a **Maximum Posted Occupancy of 125 persons** for the purpose of this calculation.

- **Category:** Institutional - Churches/Places of Worship.
- Per FAC 64E-6 Table 1, churches are evaluated at:
 - 3 GPD (regular occupancy): 125 people x 3 GPD = 375 GPD
 - 3 GPD + 5 GPD (meals served): 125 people x (3 GPD + 5 GPD) = 125 x 8 GPD = 1000 GPD

Result: The facility is at the 1,000 GPD threshold. Therefore, under FL Statute §381.0065, the public sewer located 706 feet away is **not considered available**, and an OSTDS is permitted.

:

1. **Ritual Efficiency vs. Capacity:** As a Mosque, the facility operates on strict prayer times. The increased fixture count is designed solely to facilitate **Ritual Ablution (Wudu)** efficiency within a short time window before prayer services. It is a functional requirement to prevent queuing, not an indicator of increased continuous population capacity.
2. **Statutory Precedence:** FAC Chapter 64E-6 explicitly states that for this calculation, "**The flow rates of individual fixtures are not used for this calculation.**" The GPD is strictly derived from the per-seat/per-person metric defined above.
3. **Low Flow Fixtures:** While not part of the GPD calculation, the facility is utilizing high-efficiency fixtures (1.6 GPF toilets, 1.8 GPM sinks) to ensure actual water usage remains well below the theoretical daily limit.

Summary

The proposed design strictly adheres to the <1,000 GPD limit based on a posted occupancy of 125 persons. Given the 706-foot distance to the nearest sewer, we respectfully request approval to proceed with the Onsite Sewage Treatment and Disposal System.

CONCLUSION (FOR SEWER AVAILABILITY ARGUMENT)

Using FAC 64E-6 Table 1 unit flow rates, the project's estimated wastewater flow for **125 seats** is:

- **625 GPD** (conservative case with routine meals)

This is **below 1,000 GPD**, therefore (per the Owner/Architect's interpretation of **Florida Statute §381.0065(2)(a)2**) public sewer is not considered "available" unless a sewer line exists in a public easement/right-of-way that **abuts the property** or is **within 50 feet** of the property line.

Maximum Seating to Stay ≤ 1,000 GPD

If using the conservative 5 GPD/seat rate:

So, **up to 200 seats** would still be ≤ 1,000 GPD under the 5 GPD/seat method.

Fixture-Based Wastewater

Fixtures Provided

- Toilets: 10 units, 1.6 gallons per flush (gpf)
- Lavatory / sinks: 5 units, 1.8 gallons per minute (gpm)
- Kitchen sink included within sink count (assumed same flow rate unless otherwise specified)

Assumptions (Conservative Peak Event)

- Occupant load used for this estimate: $N = 125$ persons
- Toilet usage factor: 50% of occupants use toilet once per event
- Lavatory usage factor: 50% of occupants use lavatory once per event
- Lavatory run time per use: $t = 10$ seconds $= 10/60$ minutes $= 0.167$ minutes
- Kitchen sink allowance: 60 minutes of total operation per event
- Daily scenario (optional): 2 peak events per day

Step-by-Step Calculations

1) Toilets (toilet wastewater per event)

$$\text{Number of toilet users per event} = N \times 0.50$$

$$= 686 \times 0.50 = 343 \text{ users (flushes)}$$

$$\text{Toilet volume per event} = (\text{number of flushes}) \times (\text{gpf})$$

$$= 343 \times 1.6 = 548.8 \text{ gallons} \approx 549 \text{ gallons}$$

2) Lavatories (lavatory wastewater per event)

$$\text{Number of lavatory users per event} = N \times 0.50$$

$$= 686 \times 0.50 = 343 \text{ uses}$$

$$\text{Volume per lavatory use} = (\text{gpm}) \times (\text{minutes per use})$$

$$= 1.8 \times 0.167 = 0.3006 \text{ gallons per use} \approx 0.30 \text{ gallons/use}$$

$$\text{Lavatory volume per event} = (\text{uses}) \times (\text{gallons per use})$$

$$= 343 \times 0.3006 = 103.1 \text{ gallons} \approx 103 \text{ gallons}$$

3) Kitchen sink (kitchen wastewater per event)

$$\text{Kitchen volume per event} = (\text{gpm}) \times (\text{minutes})$$

$$= 1.8 \times 60 = 108 \text{ gallons}$$

4) Total wastewater per peak event

$$\text{Total per event} = \text{Toilet volume} + \text{Lavatory volume} + \text{Kitchen volume}$$

$$= 548.8 + 103.1 + 108 = 759.9 \text{ gallons} \approx 760 \text{ gallons per event}$$

Respectfully submitted,



Ajax, W. Nicole P.E.

License No. 98474





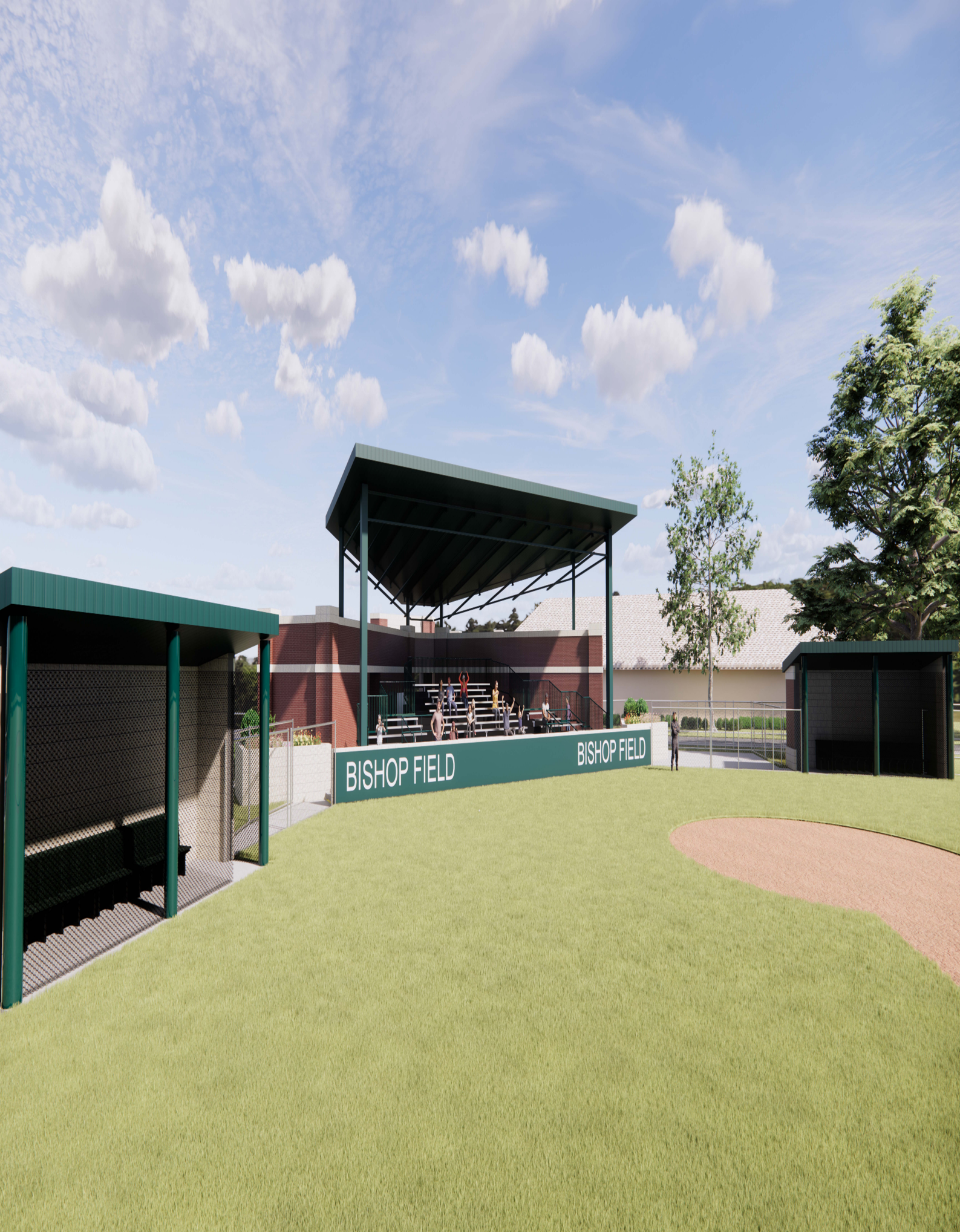
CITY OF CLERMONT

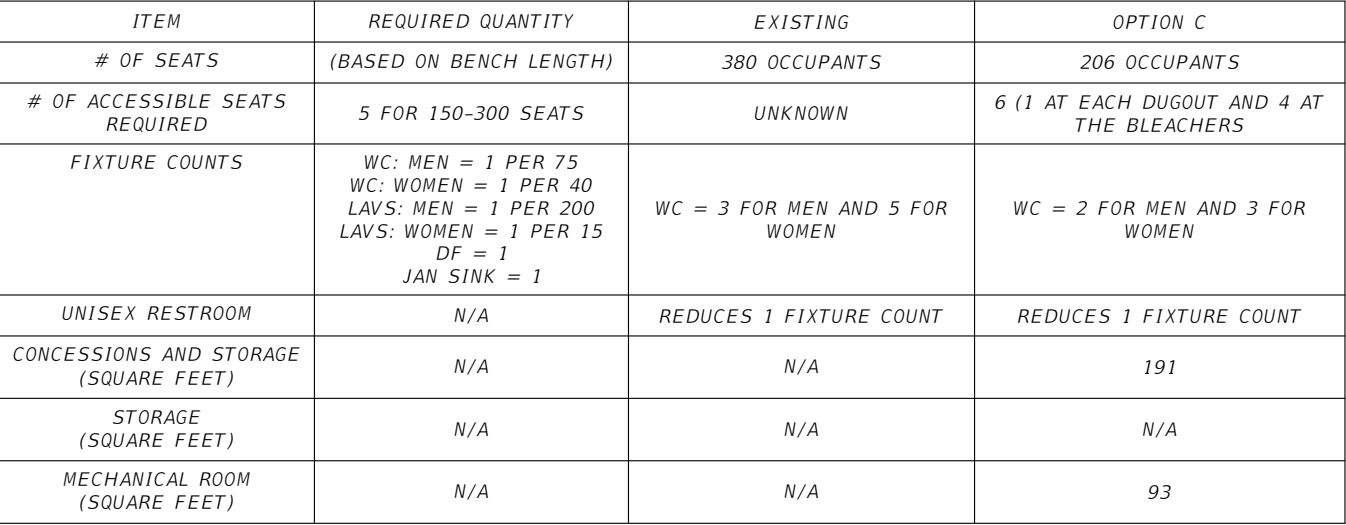
AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 12, 2026		
Agenda Item Name		
Bishop Field Design Approval		
Requested Action		
Approve Bishop Field Design		
Staff Report		
Bishop Field's aging grandstand and dugouts are in need of replacement. Staff engaged the Bentley Group, a City contracted and experienced architecture firm, to provide a scope of work and design of new amenities that have a classic, historical look. The projected cost of the project is approximately \$2.5 million. Staff requests approval of the design and direction to proceed through the procurement process.		
Additional Analysis		
Fiscal Impact Summary		
To be determined - the current Capital Plan budget for the Bishop Field Renovations Project includes \$600,000 in Fiscal Year Ending 2026 and \$1,000,000 in Fiscal Year Ending 2027 from the Capital Projects & Expenditures Fund.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 22x34 Bishop Field_Render 01_Compressed	22x34 Bishop Field_Render 01_Compressed.jpg	
2. 22x34 Bishop Field_Render 03_Compressed	22x34 Bishop Field_Render 03_Compressed.jpg	
3. 2026.04.14_2025.047.A Bishop Park_Color4	2026.04.14_2025.047.A Bishop Park_Color4.pdf	
4. Bentley Parks Brochure_2026	Bentley Parks Brochure_2026.pdf	
5. City of Clermont Bishop Park Cost Assesment	City of Clermont Bishop Park Cost Assesment.pdf	







ITEM	REQUIRED QUANTITY	EXISTING	OPTION C
# OF SEATS	(BASED ON BENCH LENGTH)	380 OCCUPANTS	206 OCCUPANTS
# OF ACCESSIBLE SEATS REQUIRED	5 FOR 150-300 SEATS	UNKNOWN	6 (1 AT EACH DUGOUT AND 4 AT THE BLEACHERS)
FIXTURE COUNTS	WC: MEN = 1 PER 75 WC: WOMEN = 1 PER 40 LAVS: MEN = 1 PER 200 LAVS: WOMEN = 1 PER 15 DF = 1 JAN SINK = 1	WC = 3 FOR MEN AND 5 FOR WOMEN	WC = 2 FOR MEN AND 3 FOR WOMEN
UNISEX RESTROOM	N/A	REDUCES 1 FIXTURE COUNT	REDUCES 1 FIXTURE COUNT
CONCESSIONS AND STORAGE (SQUARE FEET)	N/A	N/A	191
STORAGE (SQUARE FEET)	N/A	N/A	N/A
MECHANICAL ROOM (SQUARE FEET)	N/A	N/A	93

PRELIMINARY DRAWINGS
CONCEPTUAL PHASE
NOT FOR CONSTRUCTION

BPE CA NO.: 00005898
BPA&ID CA NO.: AAC002023

BENTLEY

**651 WEST WARREN AVENUE
SUITE 200
LONGWOOD, FLORIDA 32750
T 407.331.6116
WWW.BENTLEYGROUPINC.COM**

BISHOP FIELD
THE CITY OF CLERMONT
950 EAST AVE
CLERMONT, FL 34711

CONCEPTUAL SITE PLAN

S
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C-001

CONCEPTUAL PHAS
NOT FOR CONSTRU



www.BentleyGroupInc.com



info@BentleyGroupInc.com



651 West Warren Avenue, Suite 200
Longwood, FL 32750

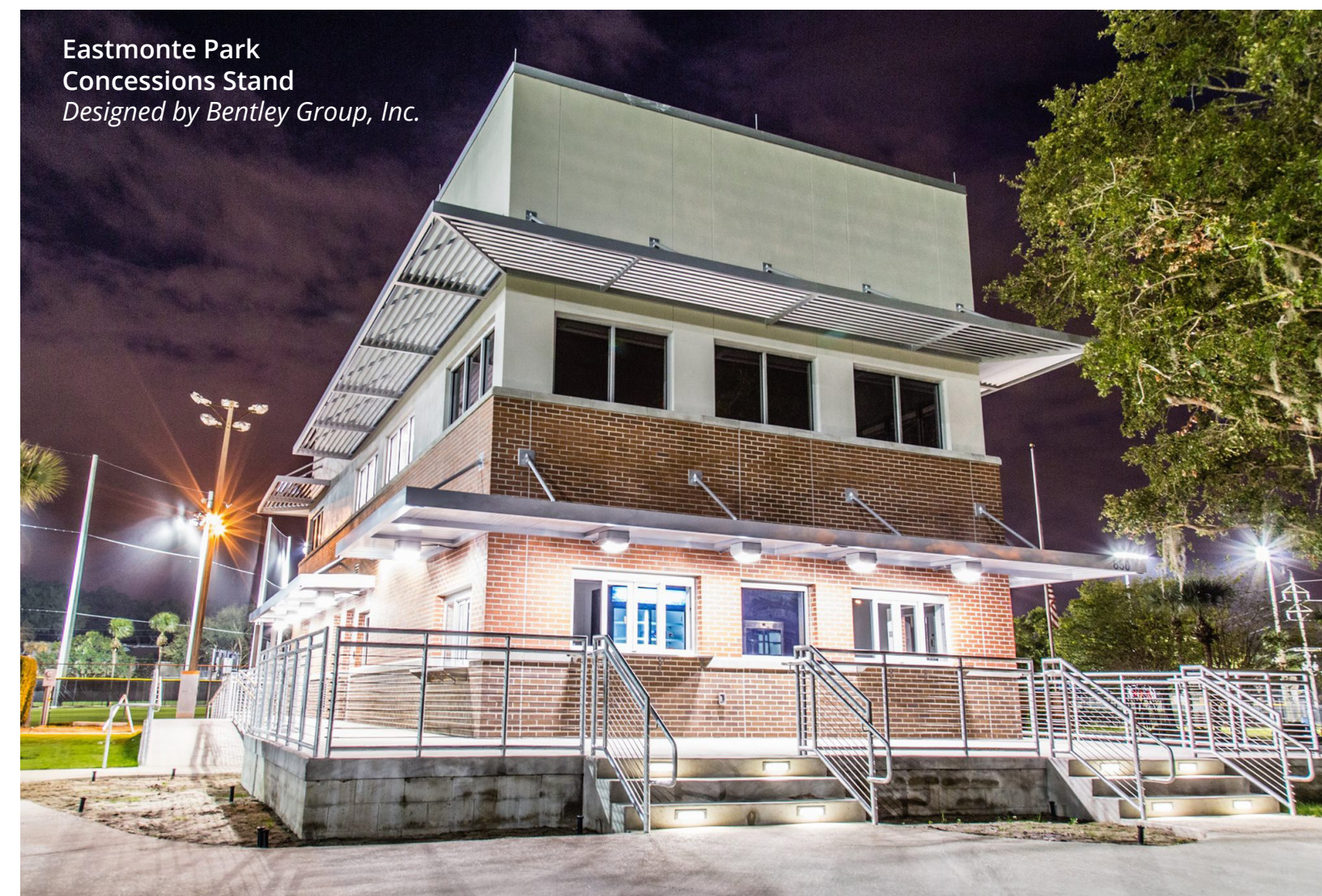


407.331.6116

BENTLEY

Tailored and Innovative Design Solutions for Municipal Projects

Architectural, Transportation, Civil, Structural, Drainage
Engineering, and Utility Coordination Services



BENTLEY PROJECTS



EASTMONTE PARK ALTAMONTE SPRINGS, FLORIDA

PROJECT SIZE: 45 Acres
VALUE: \$1.6M
STATUS: Completed 2016

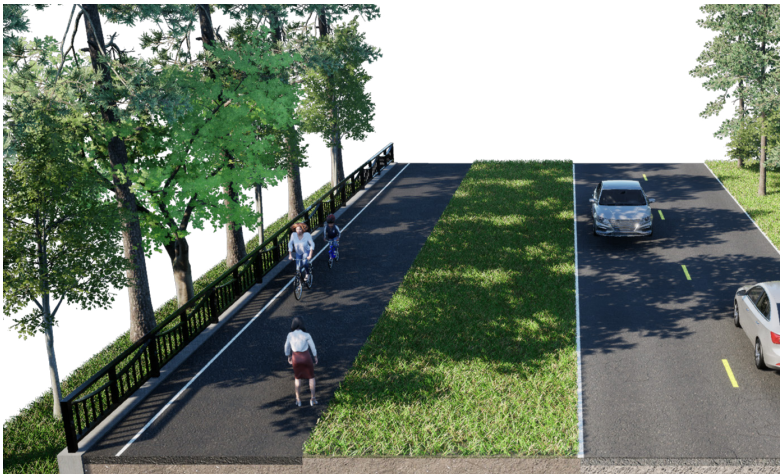
FEATURES: Park/Recreation Facilities | Master Planning | Cost-Estimating Multi-disciplinary Project | Storm Drainage Design | Hydraulic Analysis Evaluation of Bids and Proposals for Construction | Construction Administration



CRANES ROOST PARK ALTAMONTE SPRINGS, FLORIDA

PROJECT SIZE: 45 acres
VALUE: \$15M
STATUS: Completed March 2016

FEATURES: Park/Recreation Facilities | Performed under Continuing Contract | Building Design | Site Planning and Roadway Design | Park/Site Design | Sidewalk Design | Public Meeting Support | Cost Estimation



KINCAID LOOP TRAIL ALACHUA COUNTY, FLORIDA

PROJECT SIZE: 3.34 miles
VALUE: \$4M
STATUS: Design Phase

FEATURES: Multi-Disciplinary Project | Storm Drainage Design | Multi-Use Path Design | Pedestrian Lighting Design | Roadway and Lighting Design | Public Involvement Support | Post Design Bidding & Construction Administrative Services



DORIS LEEPER PARK VOLUSIA COUNTY, FLORIDA

PROJECT SIZE: 4.43 acres
VALUE: \$2.7M
STATUS: Design Phase

FEATURES: Performed under Continuing Contract | Multi-Disciplinary Project | Storm Drainage Design | Stormwater Management (SJRWMD ERP Permit) | Hydraulic Analysis | Site Evaluation of Existing Conditions | Post Design Bidding and Construction Administrative Services | Site Design and Site Plan Approval



SOLARY PARK OVIEDO, FLORIDA

PROJECT SIZE: 6,400 SF | 9.5 acres (full site)
VALUE: \$50K
STATUS: Completed July 2018

FEATURES: Park/Recreation Facilities | Multi-disciplinary Project | Construction Drawings | Construction Administration



WESTMONTE PARK ALTAMONTE SPRINGS, FLORIDA

PROJECT SIZE: 29,259 SF building, 11 acre site
VALUE: \$15M
STATUS: Completed June 2019

FEATURES: Park/Recreation Facilities | Performed under Continuing Contract | Building Design | Site Planning and Roadway Design | Park/Site Design | Sidewalk Design | Public Meeting Support | Cost Estimation



PARK LAND ENHANCEMENTS SEMINOLE COUNTY, FLORIDA

PROJECT SIZE: 480 SF (tower) | 1 mile (loop trail)
VALUE: \$45K
STATUS: Completed 2013

FEATURES: Park/Recreation Facilities | Performed under Continuing Contract | Multi-Disciplinary Project | Site Evaluation of Existing Conditions

Additional Relevant Experience: *Bleacher Studies/Inspections for Seminole County Public Schools, School Board of Highlands County, and Hillsborough County Public Schools*



Project: **Clermont Bishop Field**
 Cost Assessment

Date: **4/28/2026**

Bid

Project Number:

UNIT COST

Coordinator: **Bentley Group Inc**

Estimator: **Timothy Kansy**

DIVISION	ITEM	ESTIMATE	SUBCONTRACTOR	BUILDING	SITEWORK
01-013-01	PROJECT SUPERVISION	152,825		\$111.96	\$0.00
01-000-01	GENERAL CONDITIONS	57,173		\$41.88	\$0.00
01-400-00	TESTING	860	0	\$0.63	\$0.00
	CONSULTING	0	0	\$0.00	\$0.00
02-026-00	ABATEMENT	0	0	\$0.00	\$0.00
02-041-00	DEMOLITION	36,000	0	\$26.37	\$0.00
03-000-00	CONCRETE	138,253	0	\$101.28	\$0.00
04-000-00	MASONRY	238,494	0	\$174.72	\$0.00
05-010-00	METALS	179,777	0	\$131.70	\$0.00
06-000-00	CABINETS	49,250	0	\$36.08	\$0.00
06-010-00	ROUGH CARPETRY	2,901	0	\$2.12	\$0.00
07-000-00	FIRESTOP	0	0	\$0.00	\$0.00
07-010-00	FIREPROOF	0	0	\$0.00	\$0.00
07-050-00	ROOFING	49,777	0	\$36.47	\$0.00
08-081-00	GLASS & GLAZING	0	0	\$0.00	\$0.00
08-110-00.	DOORS AND HARDWARE	28,740	0	\$21.05	\$0.00
09-010-00	STUCCO	0	0	\$0.00	\$0.00
09-020-00	METAL STUDS, DRYWALL	48,223	0	\$35.33	\$0.00
09-030-00	FLOORING	10,152	0	\$7.44	\$0.00
09-053-00	ACOUSTICS	0	0	\$0.00	\$0.00
09-091-00	PAINTING	15,863	0	\$11.62	\$0.00
10-000-00	SIGNAGE	13,750	0	\$10.07	\$0.00
10-010-00	SPECIALTY	162,360	0	\$118.95	\$0.00
10-020-00	TOILET ACCESSORIES	25,014	0	\$18.33	\$0.00
21-000-00	FIRE PROTECTION	7,030	0	\$5.15	\$0.00
22-000-00	PLUMBING	93,940	0	\$68.82	\$0.00
23-000-00	HVAC	51,955	0	\$38.06	\$0.00
26-000-00	ELECTRICAL	60,308	0	\$44.18	\$0.00
28-000-00	LOW-VOLTAGE	29,502	0	\$21.61	\$0.00
32-000-00	EXTERIOR IMPROVEMENTS	372,288	0	\$272.74	\$0.00
33-011-00	UTILITIES	15,000	0	\$10.99	\$0.00
00-61-00	SUB BOND (SUBCONTRACT ONLY)	1.20%	19,543	\$14.32	\$0.00
	SUBTOTAL		1,858,977	\$1,361.89	\$0.00
50-00-00	DESIGN CONTINGENCIES	15.00%	278,846	\$204.28	\$0.00
	SUBTOTAL		2,137,823	\$1,566.17	\$0.00
51-00-00	CONTRACTOR'S PROFIT & OVERHEAD	8.00%	171,026	\$125.29	\$0.00
	CONSTRUCTION COST		2,308,849	\$1,691.46	\$0.00
00-61-00	PERFORMANCE/PAYMENT BOND	1.22%	28,168	\$20.64	
	BUILDERS RISK	0.00%	0	\$0.00	
	TOTAL CONSTRUCTION COST		2,337,017	\$1,712.10	
00-02-00	CIVIL PERMIT	0.00%	0	\$0.00	
01-41-26	BUILDING PERMIT	0.00%	0	\$0.00	
	CONSTRUCTION CONTINGENCY	5.00%	116,851	\$85.61	
	IMPACT FEES	0.00%	0	\$0.00	
			2,453,868	\$1,797.71	

BUILDING AREA
 SITE AREA

1,365 SQ. FT.
 0 ACRES

UNIT COST



April 28, 2026

Clermont Bishop Field Design Cost Assumptions

General Conditions

- Construction time estimated to be three months
- Full time Superintendent
 - Onsite management
 - Subcontractor coordination
 - Overall construction
 - Jobsite reports
- Full time Project Manager
 - Project documentation
 - Project contracts, purchase orders and change orders
- Administrative support staff and Quality Control Officer throughout the project.
- Dumpsters, barricades, temp facilities, temp office, temp labor, storage, final clean.
- 15% design contingency and a 5% construction contingency is included.

Demolition

- Demolition of approximately 2,700 SF existing bleacher building and canopy
- Demolition of two dugouts (approximately 275 SF each)
- Removal of an approximately 800 SF concrete pad
- Disconnection of any existing plumbing and electrical associated with these structures
- Installation of silt fencing, site clearing, hauling, permitting, and all necessary cleanup
- No asbestos testing or removal is included in cost estimate.

Concrete

- Install wall footings for new restroom and concessions building.
- Install isolated footings for each awning column.
- Install typical 4" slab on grade as indicated per the conceptual building layout.
- Install sidewalks as indicated per the site layout.

Masonry

- Install masonry walls for the concessions and restroom building, two (2) dugouts, low walls at bleachers and planters, and the backstop, including all required reinforcement, grout, and related work.
- Install split face CMU at exterior wall locations.
- Install brick veneer at all exterior wall locations indicated per the conceptual elevations.



Metals

- Install metal roof deck at concessions and restroom building.
- Install awning at bleacher and dugout locations.
- Install all assumed structural steel joists and supports required for the new building layouts.
- Install safety guard railing around bleachers.

Cabinets

- Install counters and casework for concession area.
- Install vanities at men's and women's restrooms.
- Wood blocking for parapet cap along the roof perimeter.

Roofing

- Thermoplastic roofing and accessories at new building.

Doors, Hardware, & Glazing

- Install hollow metal doors with frames and hardware.
- Install (2) coil doors at the concessions stand.

Drywall/Metal Framing

- Install gypsum board ceiling at restroom and concession locations.
- Install metal stud buildouts at inside and outside corner locations per the conceptual layout.

Flooring

- Install assumed LVT flooring at concession area and mechanical room.
- Install assumed ceramic floor tile at all restrooms
- Install vinyl and ceramic base.
- Floor preparation.

Paint

- Paint all interior block walls throughout.
- Painting of door jambs.

Signage

- Provide and install all room signage required.
- Install entrance signage.

Specialties

- Install 11 tier, 55 foot long permanent bleacher system as indicated.



Toilet Accessories

- Bathroom accessories for the new bathroom areas to include 36”/42” grab bars, toilet paper holders, electric hand dryers, soap dispensers, mirrors, paper towel holders, waste baskets, sanitary napkin disposal, toilet partitions, urinal screens, and bathroom signage.

Fire Suppression

- Install assumed fire suppression system in accordance with all codes and coverage requirements.

Plumbing

- Installation of sanitary piping and the above ceiling domestic water piping as needed for the new floor plan layout.
- New fixtures for restroom areas, concessions area, and mechanical area.

HVAC

- Install an assumed 3-ton air handling unit (AHU), including ductwork, controls, and all associated accessories to serve the restrooms and concessions area.
- Install exhaust fans as needed for the new restrooms and concessions area.
- Test and balance of all systems.

Electrical

- Provide electrical service to the new building, including connection to existing utility service as assumed.
- Install all required electrical distribution components, including panels, feeders, and branch wiring.
- Install electrical devices, including receptacles, floor boxes, switches, and data/communication outlets for the new spaces.
- Install all interior and exterior lighting fixtures assumed at all interior and exterior locations; all fixtures to be LED.
- Provide power connections to all mechanical equipment, as required.

Low Voltage

- Data as required.
- Install assumed fire alarm system.
- Lightning Protection for new structure
- CCTV as required. Assuming (5) cameras and connections.

Exterior Improvements

- Cost to complete the site improvements include the following:
 - o Clearing, stripping and demolition of select site components and proposed grass parking lot for (111) new spaces.
 - o Mobilization



- o Silt fence/maintenance.
 - o Maintenance of traffic.
 - o Construction entrance.
 - o Fill, compact and earthwork.
 - o Concrete parking stops.
- Install sod parking areas, including subgrade preparation, base and subbase layers, and sod installation.
- Install architectural sidewalk pavers at entrance.

Utilities

- Minor modifications to existing utilities are assumed to accommodate the new building layout and service requirements.

Assumptions

- All work is assumed to be done during normal working hours.
- No work is to be performed on the existing baseball field at this stage
- Work is assumed to be completed in a single mobilization phase.
- Brick veneer is assumed to be standard thin brick or full brick veneer tied to CMU backup.
- One (1) packaged or split-system air handling unit (~3-ton capacity) serves concession/restroom building.
- Service is assumed to tie into existing site electrical infrastructure without major utility upgrade.
- Electrical service capacity is assumed adequate for new loads.
- LED lighting is standard commercial specification, non-custom fixtures.
- No emergency generator is included.
- Existing chain link fencing is to remain in place.
- No pavement is assumed for incoming grass parking lot
- Existing utilities are assumed to be generally documented and locatable.
- New utility connections will be made to existing site utility stubs or adjacent active public mains.
- No allowance is included for off-site utility extensions or system capacity upgrades unless specifically noted in the project documents.
- No rock excavation, dewatering, or soil stabilization is included.
- Approximately 111 parking spaces are constructed using stabilized base and sod/grass system rather than full asphalt.
- No off-site road improvements are included.



Blue Cord Design & Construction, LLC dba

Blue Cord Professional Services

835 Bennett Road Suite 100

Orlando, FL 32803

Ph: 407-425-1390

Fax: 407-425-1393

Statement of Probable Costs

- Keep in mind that Blue Cord Design & Construction, LLC has no control over the cost of labor or materials, the General Contractor's or Subcontractor's method of determining prices, competitive bidding and market conditions. This opinion/cost analysis is made on-the-basis of experience, qualifications, and best judgement of a professional construction consultant familiar with the construction industry. Blue Cord Design & Construction, LLC cannot, and does not, guarantee that proposals, bids, or actual construction costs will not vary from this cost opinion. Blue Cord Design & Construction, LLC's staff of professional cost consultants has prepared this opinion in accordance with generally accepted principles and practices. This staff is available to discuss its contents with any interested parties.