



**AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COMMUNITY ROOM
226 CYPRESS LANE
SEPTEMBER 8, 2016
6:30 P.M.**

COUNCIL

- Mayor Bev Smith
- Council Member Doug Gunther
- Vice Mayor Joni Brinkman
- Mayor Pro Tem Patti Waller
- Council Member Liz Shields

ADMINISTRATION

- Village Manager Richard Reade
- Village Attorney Glen Torcivia
- Village Clerk Susan Caljean

**CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE**

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Motion	Second	Vote
--------	--------	------

CONSENT AGENDA

(Public Comment on Consent Agenda Items is permissible prior to voting)

1. Approval of August 11, 2016 Council Meeting minutes
Staff: Susan Caljean, Village Manager's Office
2. Resolution No. 2016-65 - Law Enforcement Special Duty Interlocal Agreement

**A RESOLUTION OF THE VILLAGE OF PALM SPRINGS, FLORIDA,
AUTHORIZING THE MAYOR AND THE VILLAGE CLERK TO EXECUTE AN
INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF PALM SPRINGS AND
THE TOWN OF LAKE CLARK SHORES FOR THE PURPOSE OF PROVIDING
VOLUNTARY SPECIAL DUTY LAW ENFORCEMENT SERVICES; AND
PROVIDING AN EFFECTIVE DATE.**

Staff: Tom Ceccarelli, Police Chief

- 3. Approval of Land Development Board Appointments
Staff: Susan Caljean, Village Manager's Office
- 4. Approval of Library Board Appointment
Staff: Susan Caljean, Village Manager's Office
- 5. Approval of Police Pension Board of Trustees Appointment
Staff: Susan Caljean, Village Manager's Office
- 6. Approve Independent Auditing Services
Staff: Rebecca Morse, Finance Director
- 7. Approve Fuel Management System Purchase Agreement - Cooperative Purchase
Staff: David Harden, Acting Public Service Director
- 8. Award of Village Center Painting & Window Sealing Bid
Staff: David Harden, Acting Public Service Director
- 9. Approve Sodium Hypochlorite Purchase Agreement - Piggyback
Staff: David Harden, Acting Public Service Director
- 10. Approve Task Order for Design of New Library HVAC System
Staff: David Harden, Acting Public Service Director
- 11. Approve Change Order #1 - Canal 11 Roadway Improvements
Staff: David Harden, Acting Public Service Director
- 12. Approve Change Order #1 - Paving of Lone Pine Way, Childs, Street, Erie Terrace and Sally Lane
Staff: David Harden, Acting Public Service Director

End of Consent agenda.....

Motion	Second	Vote
--------	--------	------

PRESENTATIONS

- 13. Proclamation and Presentation of "Citizen Heroism Awards"
Staff: Bill Golson, Leisure Services Director
- 14. Proclamation - Hispanic Heritage Month
Staff: Suvi Manner, Library Director

PUBLIC HEARINGS

15. ORDINANCE No. 2016-14 (FIRST READING) – FY 2017 Millage Rates – Operating and Debt Service

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING THE FINAL LEVY OF AD VALOREM TAXES IN AND FOR THE VILLAGE OF PALM SPRINGS, FLORIDA FOR FISCAL YEAR 2016/2017; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Staff: Rebecca Morse, Finance Director

Motion	Second	Vote
--------	--------	------

16. ORDINANCE No. 2016-15 (FIRST READING) – FY 2017 Budget

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING AN ANNUAL BUDGET FOR THE YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Staff: Rebecca Morse, Finance Director

Motion	Second	Vote
--------	--------	------

17. RESOLUTION No. 2016-67 - FY 2016 BUDGET AMENDMENT

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING A GENERAL APPROPRIATION BUDGET AMENDMENT AND CORRESPONDING APPROPRIATIONS FOR THE VILLAGE'S NECESSARY OPERATING EXPENSES FOR VARIOUS DEPARTMENTS OF THE VILLAGE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016; AND PROVIDING AN EFFECTIVE DATE. Staff: Rebecca Morse, Finance Director

Motion	Second	Vote
--------	--------	------

18. ORDINANCE No. 2016-12 (FIRST READING) – Comprehensive Plan Text Amendment – College-Hospital Overlay – (CHO)

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE VILLAGE OF PALM SPRINGS, IN ACCORDANCE WITH THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING AND LAND DEVELOPMENT REGULATION ACT, AS AMENDED, BEING SECTIONS 163.3161, ET. SEQ., FLORIDA STATUTES, PROVIDING FOR THE AMENDMENT TO THE TEXT OF THE VILLAGE’S FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN TO CREATE A “COLLEGE-HOSPITAL OVERLAY”, WHICH AMENDMENT IS MORE FULLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO; PROVIDING FOR DIRECTIONS TO THE VILLAGE CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR OTHER PURPOSES.

Staff: Kim Glas-Castro, Land Development Director

Motion	Second	Vote
--------	--------	------

19. ORDINANCE No. 2016-13 (FIRST READING) – Village Code Amendment – Off Duty Police Detail

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, PROVIDING FOR AN AMENDMENT TO CHAPTER 46 “OFFENSES AND MISCELLANEOUS PROVISIONS”; SECTION 46-4 “OFF-DUTY POLICE DETAIL”; TO CLARIFY CERTAIN REQUIREMENTS AND FEES FOR OFF-DUTY POLICE DETAILS; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Staff: Tom Ceccarelli, Police Chief

Motion	Second	Vote
--------	--------	------

PUBLIC COMMENT (Three minute limit)

ACTIONS AND REPORTS

20. Discussion on Palm Beach County Gift Law
Staff: Village Attorney

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

**NEXT REGULAR COUNCIL MEETING
SEPTEMBER 8, 2016 AT 6:30 P.M.**

If a person decides to appeal any decision made by this Council with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at 965-4010 at least 3 days prior to the meeting in order to request such assistance.



**VILLAGE COUNCIL MINUTES
MEETING, COUNCIL CHAMBERS
226 CYPRESS LANE
VILLAGE OF PALM SPRINGS, FLORIDA
AUGUST 11, 2016 at 6:30 P.M.**

Mayor Bev Smith called the regular meeting of the Village Council to order at 6:30 p.m.

Present: Mayor Bev Smith, Vice Mayor Brinkman, Mayor Pro Tem Waller, Council Member Gunther, Council Member Shields, Village Manager Richard Reade, Village Attorney Glen Torcivia, Village Clerk Susan Caljean.

Staff present: Police Chief Tom Ceccarelli, as Sergeant at Arms, Land Development Director, Kim Glas-Castro, Finance Director, Rebecca L. Morse, Library Director, Suvi Manner, and Acting Public Services Director, David Harden.

Absent: Public Services Director, John Rouse

The Invocation was given by Village Manager Reade, followed by the Pledge of Allegiance led by Mayor Pro Tem Waller.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

The Mayor asked if there were any additions, deletions or modifications to the agenda. Village Manager Reade stated that Item #5 the "Citizen Heroism Awards", will need to be moved to the September 8, 2016 Council Meeting.

Mayor Smith asked for a motion to approve the modifications to the agenda, a motion was made by Mayor Pro Tem Waller, seconded by Council Member Shields. Motion carried 5 – 0.

CONSENT AGENDA

(Public Comment on Consent Agenda Items is permissible prior to voting)

Mayor Smith opened the meeting up for public comment.

Virginia Savietto is running for District 87 against David Silvers for State Senate and gave a short speech.

Johnnie Tische of 305 Winged Foot is concerned with the Zika outbreak and the local tire companies that are storing tires outside which is against the Village's ordinance.

Kim Glas-Castro, Land Development Director explained that Code Enforcement is monitoring the tire companies for compliance.

Village Manager Reade mentioned that the website as well as the Library has information regarding Zika.

Gary Ready of 3118 Meadow Road called Mosquito Control and they said the mosquitoes were in the storm drain.

Council Member Gunther mentioned that the county had a granular material that they put down the storm drains for mosquito prevention. Vice Mayor Brinkman mentioned that there are granular chemicals on the market for birdbaths, etc.

1. Approval of Minutes of Budget Workshop Meeting and the Regular Council Meeting both held on July 28, 2016
2. Approve Pebble Quicklime - Piggyback – Public Service Department (FY 2017 Budget Funded)

Village Manager Reade stated that the Public Service Department, throughout the year, has the need to purchase pebble quicklime, which is a critical chemical component in the water pre-treatment process by enabling organic contaminants to be saturated and attach to the sand that is used in the process; thus, providing a higher quality of water to our customers.

To ensure the lowest possible price, staff is recommending that the Village renew/amend our existing agreement with Lhoist North America of Alabama, LLC by continuing to piggyback the City of Tamarac's extended contract award to Lhoist North America – through October 31, 2017.

The proposed price provided is as follows: Pebble Quicklime \$202.11/Ton

This selection by the City of Tamarac was originally completed through a competitive selection process – Furnish, Deliver & Discharge of Quicklime (Bid No. 11-25B) - on August 24, 2011, and was recently extended for one final year through October 31, 2017. Additionally, the proposed piggyback contract amendment (renewal) would provide the pricing that is adjusted quarterly based on a formula contained in the Tamarac contract (the previous amount when originally piggybacked was \$213.74/Ton) to the Village.

Note: The proposed piggyback contract was completed as part of The Southeast Florida Governmental Purchasing Cooperative (Co-Op). The intent is to bring member cities together and combine their purchasing needs within the Co-Op (of which the Village is a member) to receive the best (lowest) price possible. As a result of our membership within the Co-Op, we are now able to piggyback on this contract which has already resulted in savings of \$53,885 in the first three quarters of this year.

If approved, the Village would accept Lhoist North America of Alabama, LLC's pricing by piggybacking the City of Tamarac's (Southeast Florida Co-Op) contract including all terms, conditions and pricing therein.

As cited under the Village Purchasing Code, Section 58-9. Accessing contracts of other government agencies; The Village may award a contract by piggy-backing or accessing the goods and/or services from any State of Florida contract; contracts of any Florida political subdivision; or from any other governmental entity (other than the Federal government); provided that the same or substantially similar goods and/or services were competitively solicited.

The Village currently works with this vendor and they provide excellent service and a quality product.

FISCAL IMPACT:

Funding to support purchase under this proposed contract are available within the FY 2017 Water & Sewer Enterprise Fund - Chemicals.

Note: All original bid documents provided during the October 8, 2015 Council Meeting authorizing the initial piggyback agreement with Lhoist North America of Alabama, LLC [City of Tamarac was completed through a competitive selection process – Furnish, Deliver & Discharge of Quicklime (Bid No. 11-25B)] are available at the Village Clerk's Office.

3. Approve Road Construction and Paving – Piggyback – Public Service Department (FY 2016 Budget Funded)

Village Manager Reade stated that the Village has a need to construct and pave four (4) unpaved roads within the Village - Childs Street, Erie Terrace, Lone Pine Way and Sally Lane. These roads were annexed into the Village as unpaved streets. As a result, the Village contracted with Keshavarz Associates to design and prepare construction plans for this project. To ensure the lowest possible price, staff is recommending that the Village piggyback off the current Town of Loxahatchee Groves Contract that was awarded to Hardrives Paving, Inc. This selection was completed through a competitive selection process (RFB Project No. 2016-01 – B Road Pavement Surfacing Project) – on May 6, 2016.

The proposed price provided under the Town of Loxahatchee's contract for the construction and paving of four (4) roads is as follows:

Childs Street, Erie Terrace, Lone Pine Way & Sally Lane	\$240,631.60
---	--------------

If approved, the Village would accept Hardrives' pricing by piggybacking the Town of Loxahatchee Groves contract including all terms, conditions and pricing therein for the proposed project.

As cited under the Village Purchasing Code, Section 58-9. Accessing contracts of other government agencies; The Village may award a contract by piggy-backing or accessing the goods and/or services from any State of Florida contract; contracts of any Florida political subdivision; or from any other governmental entity (other than the Federal government); provided that the same or substantially similar goods and/or services were competitively solicited.

The Village has not worked with the proposed vendor; however, staff has received a positive reference from the Town of Loxahatchee Groves.

FISCAL IMPACT:

Funding for this project has been budgeted in FY 2016 as Road, Sidewalk and Drainage Maintenance within the General Fund – additional funding may be required to support this project and would be proposed through a budget amendment that will be forthcoming from the Finance Department.

4. Approval of Insurance Renewal - Property, Casualty, Liability, Special Coverage and Workers Compensation – Florida League of Cities (FMIT)

Village Manager Reade stated that historically, the Village has gone out to the insurance marketplace each year to request proposals; however, this practice may result in responses that are under-rated and overly aggressive, which may not result in the most cost effective and comprehensive coverage for property, casualty, liability and workers compensation insurance. Alternatively, the Gehring Group, the Village's Broker, strongly suggested that by negotiating with our current carrier (rather than going out to bid) for this upcoming plan year would provide the Village with following benefits:

1. Enable Gehring to utilize its expertise and experience to negotiate successfully (i.e., lower total annual increase) with our current carrier
2. Consistency with a single carrier will assist with current and future premium pricing
3. Maintaining the current carrier would significantly reduce the education and coverage related issues associated with changing to another company
4. Provide the highest level of benefits

As a result, the Gehring Group began negotiating directly with our current carrier, Florida League of Cities (FMIT), which provided a very successful benefit for the Village. This process is provided within the Village's Procurement Code under Sec. 58-2. Exempt Purchases.

After review, the Gehring Group recommends that the Village remain with FMIT and continue its coverage, which will provide the Village with an overall 3.08% total savings. The proposed premium for FY 2017 will be \$562,473, which is a decrease of \$17,880 over last year. Additionally, the proposed annual rate includes premiums for special coverage policies - AD&D Statutory Coverage for Police and Pollution and Remediation Liability for our utility sites.

FISCAL IMPACT:

The proposed premiums are included within the proposed FY 2017 Budget.

Mayor Smith asked for a motion to approve the consent agenda, a motion was made by Council Member Gunther, seconded by Vice Mayor Brinkman. Motion carried 5 – 0.

5. Resolution No. 2016-64 – Abandonment of Right-of-Way - Portion of Gardenia Avenue (East of 39th Avenue South)

Village Manager Reade stated that Mr. Michael Wirkkala, property owner, is requesting abandonment of unimproved right-of-way located east of the terminus of Gardenia Avenue and east of 39th Avenue South. Mr. and Mrs. Wirkkala had previously dedicated this 40' wide right-of-way to the Village in 2012 for public road purposes. The Village Council accepted the dedication via Resolution 2012-20 and the Deed of Dedication for Public Right-of-Way is recorded within the PBC Official Records Book 28431, Page 1668.

Upon abandonment of the public interest, the right-of-way, as required by state law, will transfer to the adjacent property owners (trusts and individual members of the Wirkkala family) who may utilize the land area within future development plans. The proposed area to be abandoned is approximately 6,414 square feet (0.147 acres) and is located approximately 460' east of Kirk Road.

The Land Development Board will consider this abandonment at its August 9th meeting and their recommendation will be provided to the Council prior to consideration.

Staff recommends that the Council approve the propose abandonment and determine that the right-of-way does not contribute to the Village's roadway system and does not benefit the community as a whole.

Note: Village staff has obtained written confirmation from utility companies that there are no facilities within the right-of-way and they do not object to the abandonment.

FISCAL IMPACT:

The abandonment of the unimproved right-of-way may assist in facilitating development of the three adjacent vacant properties, thereby increasing the value of these parcels.

Council Member Gunther had a question regarding the owner's future plans of the property.

Johnnie Tische of 305 Winged Foot had a question regarding the easement on the property.

Gary Ready of 3118 Meadow had a comment regarding the easement.

Village Attorney Torcivia read the resolution by title. Mayor Smith asked for a motion to approve the Resolution 2016-64, a motion was made by Vice Mayor Brinkman, seconded by Council Member Gunther. Motion carried 5 – 0.

6. Creation of a Community Redevelopment Agency (CRA) – Three (3) Districts

Village Manager Reade stated that an economic (re)development strategy of the Congress Avenue Corridor Study is the creation of a Community Redevelopment Agency (CRA) as a means to plan for and fund improvements and incentives that result in economic development. As a result, approval of a CRA will be required by the Village Council and PBC (due to the fact that we are within a Charter County), which is expected to be completed within FY 2017.

A Community Redevelopment Agency (“CRA”) is an independent special district that fosters public and private investment to promote economic growth and redevelopment and improve quality of life within a designated area. A CRA, if approved, maintains the following authority:

- 1) Complete projects/programs to achieve established redevelopment goals/plans
- 2) Initiate community policing innovations
- 3) Establish incentives, grants and loan programs to leverage private investment in the area and/or attract new businesses to contribute to the economic growth of the area
- 4) Acquire properties and solicit proposals for redevelopment projects
- 5) Issue revenue bonds for redevelopment purposes

A “Finding of Necessity” is required before a CRA may be established:

Within Chapter 163, Florida Statutes, a CRA may be created after a “Finding of Necessity” is completed and it is determined that the conditions within the defined area exist constitute a classification of “slum” or “blight” for which concentrated efforts through a redevelopment plan might eliminate these conditions and support growth and development. Conditions that can support the creation of a CRA include:

- . Substandard or inadequate infrastructure (sanitary sewer, drainage, etc.),
- . Inadequate parking
- . Advanced ages of buildings
- . Crime statistics or number of fire code violations
- . Deterioration of streets
- . Inadequate street lighting
- . Number of nonconforming parcels and diversity of land ownership making it difficult to assemble adequate-sized parcels for redevelopment

A Community Redevelopment Plan outlines what a CRA may use funding to support: Following the creation of the CRA, a Community Redevelopment Plan is adopted that provides redevelopment goals and identifies projects and/or programs for the area.

Examples of traditional projects/programs include utility and drainage improvements, streetscape and street tree plantings, grants or loans for property improvements, incentives for business relocation, acquisition of blighted/nonconforming property and community policing or focused code enforcement.

CRA's are funded utilizing Tax Increment Financing ("TIF"):

With the creation of the CRA, the dollar value of real property in the designated area is set, this is known as the "frozen value" or "baseline" within a specific year, which is known as a "base year". As redevelopment is experienced within a CRA district, it will lead to increased property values and this increase over the frozen value is the "increment". The tax increment revenues, which are generally paid to the CRA by the County and municipal from ad-valorem dollars received within the district, are determined by the increase in values above the frozen value. These funds are directed to the CRA's Redevelopment Trust Fund for use by the CRA to accomplish its redevelopment goals/priorities. The term of a CRA is typically limited to 30-40 years, during which time all revenues are to be utilized in implementing the Community Redevelopment Plan. Some types of projects and/or programs that may be completed utilizing TIF dollars include:

- . Demolition, removal, installation, repair, rehabilitation, construction or reconstruction of properties
- . Construction of housing, utilities, parking, parks and playgrounds and public improvements (i.e., drainage, roadways, sidewalks, utilities, etc.)
- . Award redevelopment grants and/or loans
- . Complete appraisals, surveys and plans
- . Support code enforcement, weatherization, disaster mitigation, vacate streets and community policing innovations
- . Acquisition of real property and improvements and solicit development proposals

Some of the areas where TIF funding may not be used include:

- . Construction/expansion of administrative buildings for public bodies, police or fire (unless each taxing authority agrees to it and/or the construction or expansion is part of community policing innovation)
- . Capital improvements/projects that were on a previously approved public capital improvement (overall city CIP) schedule unless such projects or improvements were removed from the list three or more years ago.
- . General government operating expenses unrelated to the planning and carrying out of a community redevelopment plan

Note: A CRA may not be utilized as "special project" fund to be used when revenues are not available in general fund or within other recurring funds.

CRA Boundaries – Three (3) Sub-Areas are proposed to be included under the proposed CRA:

The proposed boundaries for the requested CRA districts are included within the

attached map – three (3) CRA districts are proposed for the following areas:

- . North Congress Avenue
- . Lake Worth Road
- . Military Trail

Although a city may only have one CRA, there can be multiple districts within a CRA - each district having a separate trust fund, accounting and redevelopment plan.

Note: While staff has not completed the corridor studies for Lake Worth Road and Military Trail, it is envisioned that strategies for these corridors will also include establishment of a CRA.

A CRA Board is public board and established by the Village Council:

The CRA Board is a dependent governing body that maintains 5 to 9 members. The Board may be appointed by the Village Council where they may designate themselves as board members and/or include up to 4 business or property owners from the designated area. Additionally, the Board positions may be elected. The Board maintains various responsibilities including:

- . Serving as a Chair and Vice-Chair
- . Approve the annual CRA budget
- . Identify funding and program priorities
- . Propose plan amendments/modifications
- . Allocate trust fund monies
- . Authorize and execute contracts (i.e., consultants, etc.)
- . Carries out/Implements redevelopment plan

Additionally, the CRA Board may hire an independent executive director or appoint the Village Manager (or their designee) to serve in that capacity

There is typically only one CRA Board; however, many cities with multiple districts have a separate (appointed) advisory boards for each district to make recommendations on redevelopment projects and programs within their specific district.

Staff is currently working with the Village Attorney in drafting a Request for Qualification (based on documents that were utilized by other Florida communities – provided and recommended by the Florida Redevelopment Association) for consulting services to prepare and receive approval for the Village's Finding of Necessity, supporting documentation and the development of a Community Redevelopment Plan(s). A recommendation to select a consultant will be presented to the Council for consideration during an upcoming meeting.

Kim Glas-Castro, Land Development Director gave a Power Point presentation and explained the details of a Community Redevelopment Agency. Vice Mayor Brinkman

said there is a lot of data already compiled by other agencies.

A discussion ensued by the Mayor and Council to evaluate Village Manager Reade's job performance. All were happy with his job performance and agreed to a 4% salary increase and contribution to a deferred comp plan.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 7:37 p.m.

Respectfully submitted,

Susan Caljean, Village Clerk

Mayor, Bev Smith

NEXT REGULAR MEETING:
SEPTEMBER 8, 2016 AT 6:30 P.M.

If a person decides to appeal any decision made by this Council with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at 965-4010 at least 3 days prior to the meeting in order to request such assistance.



Village of Palm Springs

Executive Brief

AGENDA DATE: September 8, 2016

DEPARTMENT: Police Department

ITEM #2: Resolution No. 2016-65 – Interlocal Agreement - Law Enforcement Special Duty - Town of Lake Clarke Shores

SUMMARY: Under Florida Statutes, specifically the Florida Mutual Aid Act, law enforcement agencies can enter into a combined mutual aid agreement for the following:

1. Law enforcement service, which permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines
2. Rendering of assistance in a law enforcement emergency

On July 19, 2016, the Village Council approved a renewal of a current Mutual Aid Agreement that will continue until January 31, 2021. This Agreement enables the Village's Police Department to provide (and receive) support and assist(ance) in the form of law enforcement services and resources to adequately respond to intensive and emergency situations and for continuing, multi-jurisdictional law enforcement problems, to protect the public peace and safety and preserve the lives and property of those within the Village.

Additionally, state law provides public agencies with the ability to enter into interlocal agreements for the performance of service functions of public agencies. As a result, in February 2007, the Village and the Town of Lake Clarke Shores signed an Interlocal Agreement that would enable the Town's police officers to work special duty details within the Village of Palm Springs. The Town's police staff has provided excellent service and their assistance has proven to be beneficial when the Village has additional "details" that our staff is unable to fill.

As a result of the changes to the Village's special/extra duty detail rates, the Police Department is recommending that the Interlocal Agreement be amended as follows:

1. Remove the previous fee to be collected for details as the hourly rate has been amended and will be determined in the future by the Village's fee schedule for special/extra duty details

2. Outline the hourly fee (per officer) that the Village will pay the Town of Lake Clarke Shores for all volunteered details - standard hourly detail rate and holiday/special event hourly detail rate
3. Remove language outlining the Town's responsibilities for payment to their officers

The Town of Lake Clarke Shores has previously considered the proposed amendments and approved the proposed Resolution on August 23, 2016.

The proposed amended agreement has been reviewed by the Police Chief and the Village Attorney and is recommended for approval.

FISCAL IMPACT:

There is no direct fiscal impact to the Village as a result of the proposed agreement.

ATTACHMENTS:

1. Proposed Resolution 2016-65
2. Proposed Law Enforcement Special Duty Interlocal Agreement – Strike-Thru Version
3. Proposed Law Enforcement Special Duty Interlocal Agreement – Approved by Lake Clarke Shores – August 23, 2016

RESOLUTION NO. 2016-65

A RESOLUTION OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR AND THE VILLAGE CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF PALM SPRINGS AND THE TOWN OF LAKE CLARKE SHORES FOR THE PURPOSE OF PROVIDING VOLUNTARY SPECIAL DUTY LAW ENFORCEMENT SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies to enter into interlocal agreements for the performance of service functions of public agencies; and

WHEREAS, the Village of Palm Springs (the "Village") and the Town of Lake Clarke Shores (the "Town") have entered into the Palm Beach County Law Enforcement Agencies Combined Operation Assistance and Voluntary Cooperation Mutual Aid Agreement; and

WHEREAS, the Village of Palm Springs deems it in the best interests for the health, safety and welfare of their residents to enter into that certain Law Enforcement Special Duty Interlocal Agreement ("the Agreement") with the Town of Lake Clarke Shores for the purposes of the Town providing voluntary special duty law enforcement services to the Village on an as needed basis.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF PALM SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. The Village of Palm Springs, Florida hereby agrees to the terms and conditions of that certain Law Enforcement Special Duty Interlocal Agreement, a copy of which is attached hereto as "**Exhibit A**", and which is incorporated herein by reference, and further authorizes the Mayor and Village Clerk to execute and deliver said Agreement

to Town of Lake Clarke Shores, Attn: Town Administrator, 1701 Barbados Road, Lake Clarke Shores, Florida 33406, along with a certified copy of this Resolution.

Section 11. Effective Date. This Resolution shall take effect immediately upon its passage.

Council Member _____, offered the foregoing Resolution, and moved its passage. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JONI BRINKMAN, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PATTI WALLER, MAYOR PRO TEM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOUG GUNTHER, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LIZ SHIELDS, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Mayor thereupon declared this Resolution approved and passed by the Village Council of the Village of Palm Springs, Florida, the _____ day of _____, 2016.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
Bev Smith, Mayor

ATTEST:
BY: _____
Susan M. Caljean, Village Clerk

REVIEWED FOR LEGAL FORM AND SUFFICIENCY
BY: _____
Glen J. Torcivia, Village Attorney

**LAW ENFORCEMENT SPECIAL DUTY
INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT for Law Enforcement Special Duty (the "Agreement"), is made and entered into this ____ day of _____, 2016, by and between the VILLAGE OF PALM SPRINGS, (the "Village") and the TOWN OF LAKE CLARKE SHORES, (the "Town") both being municipal corporations located in Palm Beach County, Florida, and both being duly organized and existing under the laws of the State of Florida, and both constituting public agencies as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, the Florida Constitution and Part I of Chapter 166, Florida Statutes, provides for municipal home rule and powers; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies to enter into interlocal agreements for the performance of service functions of public agencies; and

WHEREAS, the Town and the Village have entered into the Palm Beach County Law Enforcement Agencies Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement; and

WHEREAS, based upon the representation of both the Town and the Village that each is duly organized and existing under the laws of the State of Florida and that they are not prohibited by their charter or other applicable laws from entering into and performing this Agreement; and

WHEREAS the Town and the Village desire to enter into this Agreement for the uses and purposes herein expressed subject to and conditioned upon all of the terms and provisions of this Agreement; and

WHEREAS, the Town and the Village have determined that entering into and performing this Agreement is in the best interests of health, safety and welfare of their respective residents.

NOW, THEREFORE, for and in consideration of the foregoing recitals and premises, and in consideration of the mutual agreements, terms and conditions hereinafter set forth to be kept and performed by the parties hereto, and for the mutual general health, safety and welfare of the municipalities and their respective residents, the parties hereby mutually agree as follows:

1. Authority. This Agreement is entered into pursuant to Chapter 163, Part I, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969.

2. Purpose. The purpose of this Agreement is to permit the Village and the Town to make the most efficient use of their powers by enabling them to cooperate among themselves concerning public safety on a basis of mutual advantage and thereby to provide law enforcement special duty services and facilities in a manner beneficial to each respective municipality.

3. The Town agrees to provide voluntary special duty law enforcement services to the Village on an as needed basis in accordance with the Lake Clarke Shores Police Department Off-duty / Extra-duty Employment Policy adopted October 1, 2000 as may be amended from time to time.

4. The Village shall advise the Town of its special duty law enforcement needs and the Town shall advise its law enforcement officers of the opportunity to volunteer for said special duty. The Village shall be responsible for collecting from the businesses in the Village participating in the program the hourly fee of ~~\$35.00 per hour~~ per law enforcement officer assigned to such business for the special duty. The Village shall pay the Town on a weekly basis the hourly fee ~~less a service fee of \$32.50 per hour~~ for the standard detail rate, and \$42.50 for the Holiday/Special Event detail rate, per law enforcement officer. ~~The Town shall pay the participating law enforcement officers the sum of \$30.00 per hour and shall withhold appropriate payroll taxes from said payment. This compensation shall be considered additional voluntary special duty compensation and shall not be considered as part of the officers' regular salary.~~

5. The Town's law enforcement officers participating in the law enforcement special duty services shall be authorized to utilize the Town's police equipment and patrol cars. The Town shall have the right to call any of the Town's special duty law enforcement officers to respond back to the Town to assist the Town's on-duty police officers when necessary at the sole discretion of the Town.

6. Liability.

A. Subparagraphs (a) and (b) of subsection (9) of Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969 shall apply to this Agreement and the provision of services hereunder, and the municipalities expressly adopt, ratify and confirm such provisions as the same apply to this Agreement and performance hereof. These subparagraphs are as follows:

"(a) All of the privileges and immunities from liability; exemptions from laws, ordinances, and rules; and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extraterritorially under the provisions of any such interlocal agreement." and

"(b) An interlocal agreement does not relieve a public agency of any obligation or responsibility imposed upon it by law except to the extent of actual and timely performance thereof by one or more of the parties to the agreement or any legal or administrative entity created by the agreement, in which case the performance may be offered in satisfaction of the obligation or responsibility."

B. Subsection (19) of Section 768.28, Florida Statutes, shall apply to this Agreement and the provision of services hereunder, and the municipalities expressly adopt, ratify and confirm such provisions as the same apply to this Agreement and performance hereof. This sub-paragraph is as follows:

"(19) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship with another agency or subdivision of the state. Such a contract must not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence. This does not preclude a party from requiring a non-governmental entity to provide such indemnification or insurance."

C. The parties to this Agreement shall not be deemed to assume any Liability, exemptions from laws, ordinances, and rules, and all pensions relief, disability, workers' compensations and other benefits which apply to the activities of the officers or employees of either party when performing their respective functions within the territorial limits of their respective jurisdictions shall apply, when rendering assistance hereunder, to the same degree and extent as if they were performing within their own jurisdiction. Liability for injury to personnel, and the loss or damage of equipment shall be borne by the party employing such personnel and owning such equipment, except as may be provided in this Agreement to the contrary.

D. All personnel costs except as provided in this Agreement shall be borne by the employing party. All costs of Maintenance and upkeep of equipment shall be borne by the owner of the equipment, except as may be provided in this Agreement to the contrary.

E. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in 768.28, Florida Statutes.

7. Construction.

A. Words of gender, etc. Whenever herein the context so requires, the use of the singular shall include the plural and the use of the masculine shall include other gender as appropriate, and the use of "official" shall include appointed and elected officials of the municipalities.

B. Agreement not a transfer of power. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an interlocal agreement to provide services, including without limitations, services as authorized by Chapter 163, Part I, Florida Statutes. The Town and the Village's

Councils shall each retain all legislative authority with regard to the respective governing bodies. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any public agents or employees of any public agency when performing their respective function within the territorial limits of their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extraterritorially under the provisions of any such interlocal agreement.

C. Entire Agreement. This Agreement represents the entire understanding and Agreement between the parties with respect to the subject matter hereof. There are no promises, terms, conditions or obligations other than those herein contained. This Agreement shall supersede all previous communications, representations, proposals or agreements, either oral or written, between the municipalities hereto and not herein contained.

D. Amendment or modification. No amendment or modification of this Agreement shall be binding unless:

- (1) approved by majority vote of a quorum of each of the municipality's respective town councils and commissions on an appropriate motion duly made, seconded and passed;
- (2) reduced to writing, executed, delivered and filed with the Clerk of the Circuit Court of Palm Beach County with the same formalities as this Agreement.

E. Binding effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable as to both parties and their assigns; but no person not a direct party to this Agreement shall be or be deemed to be a legally entitled third party beneficiary hereof.

F. Governing law and venue. This Agreement and all services contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to any contrary conflict of law's principle. Venue of all proceeds in connection herewith shall be exclusively in Palm Beach County, Florida, and each party hereby waives whatever their respective rights may have been in selection of venue.

G. Agreement administrators. Each of the municipalities hereby designate their respective directors and chiefs of their law enforcement departments, or their nominees, or in the absence of the designated person, their acting directors or chiefs, to be their Administrator and liaison for the performance and receipt of performance of all services and action under this Agreement. Said contract administrators shall be the points of contact for all operational matters between the municipalities.

H. Effective date. This Agreement shall be effective on the later of October 1, 2016, or its full execution and filing with the Clerk of Circuit Court in and for Palm Beach County.

I. Waiver. No delay or failure by either municipality in enforcing or insisting on strict performance of any of the terms or provisions hereof shall be deemed a waiver of any other or further term or provision of similar or dissimilar nature or of any continuing waiver.

J. Term. The term of this Agreement shall be for a period of one (1) year and shall be automatically renewed for additional one-year periods of time unless terminated as provided herein.

K. Termination.

(1) This Agreement may be terminated without cause upon 30 days written notice from either municipality to the other.

L. Notice. All formal notices affecting the terms or provisions of this Agreement shall be delivered in person or be sent by registered or certified mail to the municipality as designated below, until such time as the municipality furnishes the other written instructions for such other notice delivery.

For the Town of Lake Clarke Shores:
Town Administrator
1701 Barbados Road
Lake Clarke Shores, FL 33406
Attn: Contract Administrator/Chief
Police Department

For the Village of Palm Springs:
Village Manager
226 Cypress Lane
Palm Springs, FL 33461

(remainder of page left blank)

IN WITNESS WHEREFORE, each of the municipalities has by appropriate motion of its council authorized and caused this Agreement to be made, executed (signed by its Mayor and attested by its Clerk) in triplicate (one original for each municipality and one for filing) and performed.

EXECUTED BY LAKE CLARKE SHORES this ____ day of _____, 2016.

ATTEST: TOWN OF LAKE CLARKE SHORES

By: _____
_____, Town Clerk

By: _____
_____, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Charles Schoech, Town Attorney

EXECUTED BY VILLAGE OF PALM SPRINGS this ____ day of _____, 2016.

ATTEST: VILLAGE OF PALM SPRINGS

By: _____
Susan M. Caljean, Village Clerk

By: _____
Bev Smith, Mayor

(VILLAGE SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Glen J. Torcivia, Village Attorney

**LAW ENFORCEMENT SPECIAL DUTY
INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT for Law Enforcement Special Duty (the "Agreement"), is made and entered into this 8th day of September, 2016, by and between the VILLAGE OF PALM SPRINGS, (the "Village") and the TOWN OF LAKE CLARKE SHORES, (the "Town") both being municipal corporations located in Palm Beach County, Florida, and both being duly organized and existing under the laws of the State of Florida, and both constituting public agencies as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, the Florida Constitution and Part I of Chapter 166, Florida Statutes, provides for municipal home rule and powers; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies to enter into interlocal agreements for the performance of service functions of public agencies; and

WHEREAS, the Town and the Village have entered into the Palm Beach County Law Enforcement Agencies Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement; and

WHEREAS, based upon the representation of both the Town and the Village that each is duly organized and existing under the laws of the State of Florida and that they are not prohibited by their charter or other applicable laws from entering into and performing this Agreement; and

WHEREAS the Town and the Village desire to enter into this Agreement for the uses and purposes herein expressed subject to and conditioned upon all of the terms and provisions of this Agreement; and

WHEREAS, the Town and the Village have determined that entering into and performing this Agreement is in the best interests of health, safety and welfare of their respective residents.

NOW, THEREFORE, for and in consideration of the foregoing recitals and premises, and in consideration of the mutual agreements, terms and conditions hereinafter set forth to be kept and performed by the parties hereto, and for the mutual general health, safety and welfare of the municipalities and their respective residents, the parties hereby mutually agree as follows:

1. Authority. This Agreement is entered into pursuant to Chapter 163, Part I, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969.

2. Purpose. The purpose of this Agreement is to permit the Village and the Town to make the most efficient use of their powers by enabling them to cooperate among themselves concerning public safety on a basis of mutual advantage and thereby to provide law enforcement special duty services and facilities in a manner beneficial to each respective municipality.

3. The Town agrees to provide voluntary special duty law enforcement services to the Village on an as needed basis in accordance with the Lake Clarke Shores Police Department Off-duty / Extra-duty Employment Policy adopted October 1, 2000 as may be amended from time to time.

4. The Village shall advise the Town of its special duty law enforcement needs and the Town shall advise its law enforcement officers of the opportunity to volunteer for said special duty. The Village shall be responsible for collecting from the businesses in the Village participating in the program the hourly fee per law enforcement officer assigned to such business for the special duty. The Village shall pay the Town on a weekly basis the hourly fee of \$32.50 per hour for the standard detail rate, and \$42.50 for the Holiday/Special Event detail rate, per law enforcement officer.

5. The Town's law enforcement officers participating in the law enforcement special duty services shall be authorized to utilize the Town's police equipment and patrol cars. The Town shall have the right to call any of the Town's special duty law enforcement officers to respond back to the Town to assist the Town's on-duty police officers when necessary at the sole discretion of the Town.

6. Liability.

A. Subparagraphs (a) and (b) of subsection (9) of Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969 shall apply to this Agreement and the provision of services hereunder, and the municipalities expressly adopt, ratify and confirm such provisions as the same apply to this Agreement and performance hereof. These subparagraphs are as follows:

"(a) All of the privileges and immunities from liability; exemptions from laws, ordinances, and rules; and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extraterritorially under the provisions of any such interlocal agreement." and

"(b) An interlocal agreement does not relieve a public agency of any obligation or responsibility imposed upon it by law except to the extent of actual and timely performance thereof by one or more of the parties to the agreement or any legal or

administrative entity created by the agreement, in which case the performance may be offered in satisfaction of the obligation or responsibility."

B. Subsection (19) of Section 768.28, Florida Statutes, shall apply to this Agreement and the provision of services hereunder, and the municipalities expressly adopt, ratify and confirm such provisions as the same apply to this Agreement and performance hereof. This sub-paragraph is as follows:

"(19) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship with another agency or subdivision of the state. Such a contract must not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence. This does not preclude a party from requiring a non-governmental entity to provide such indemnification or insurance."

C. The parties to this Agreement shall not be deemed to assume any Liability, exemptions from laws, ordinances, and rules, and all pensions relief, disability, workers' compensations and other benefits which apply to the activities of the officers or employees of either party when performing their respective functions within the territorial limits of their respective jurisdictions shall apply, when rendering assistance hereunder, to the same degree and extent as if they were performing within their own jurisdiction. Liability for injury to personnel, and the loss or damage of equipment shall be borne by the party employing such personnel and owning such equipment, except as may be provided in this Agreement to the contrary.

D. All personnel costs except as provided in this Agreement shall be borne by the employing party. All costs of Maintenance and upkeep of equipment shall be borne by the owner of the equipment, except as may be provided in this Agreement to the contrary.

E. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in 768.28, Florida Statutes.

7. Construction.

A. Words of gender, etc. Whenever herein the context so requires, the use of the singular shall include the plural and the use of the masculine shall include other gender as appropriate, and the use of "official" shall include appointed and elected officials of the municipalities.

B. Agreement not a transfer of power. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an interlocal agreement to provide services, including without limitations, services as authorized by Chapter 163, Part I, Florida Statutes. The Town and the Village's Councils shall each retain all legislative authority with regard to the respective governing bodies. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and pensions and relief, disability, workers' compensation and other

benefits which apply to the activity of officers, agents or employees of any public agents or employees of any public agency when performing their respective function within the territorial limits of their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extraterritorially under the provisions of any such interlocal agreement.

C. Entire Agreement. This Agreement represents the entire understanding and Agreement between the parties with respect to the subject matter hereof. There are no promises, terms, conditions or obligations other than those herein contained. This Agreement shall supersede all previous communications, representations, proposals or agreements, either oral or written, between the municipalities hereto and not herein contained.

D. Amendment or modification. No amendment or modification of this Agreement shall be binding unless:

- (1) approved by majority vote of a quorum of each of the municipality's respective town councils and commissions on an appropriate motion duly made, seconded and passed;
- (2) reduced to writing, executed, delivered and filed with the Clerk of the Circuit Court of Palm Beach County with the same formalities as this Agreement.

E. Binding effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable as to both parties and their assigns; but no person not a direct party to this Agreement shall be or be deemed to be a legally entitled third party beneficiary hereof.

F. Governing law and venue. This Agreement and all services contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to any contrary conflict of law's principle. Venue of all proceeds in connection herewith shall be exclusively in Palm Beach County, Florida, and each party hereby waives whatever their respective rights may have been in selection of venue.

G. Agreement administrators. Each of the municipalities hereby designate their respective directors and chiefs of their law enforcement departments, or their nominees, or in the absence of the designated person, their acting directors or chiefs, to be their Administrator and liaison for the performance and receipt of performance of all services and action under this Agreement. Said contract administrators shall be the points of contact for all operational matters between the municipalities.

H. Effective date. This Agreement shall be effective on the later of October 1, 2016, or its full execution and filing with the Clerk of Circuit Court in and for Palm Beach County.

I. Waiver. No delay or failure by either municipality in enforcing or insisting on strict performance of any of the terms or provisions hereof shall be deemed a waiver of any other or further term or provision of similar or dissimilar nature or of any continuing waiver.

J. Term. The term of this Agreement shall be for a period of one (1) year and shall be automatically renewed for additional one-year periods of time unless terminated as provided herein.

K. Termination.

(1) This Agreement may be terminated without cause upon 30 days written notice from either municipality to the other.

L. Notice. All formal notices affecting the terms or provisions of this Agreement shall be delivered in person or be sent by registered or certified mail to the municipality as designated below, until such time as the municipality furnishes the other written instructions for such other notice delivery.

For the Town of Lake Clarke Shores:

Town Administrator
1701 Barbados Road
Lake Clarke Shores, FL 33406
Attn: Contract Administrator/Chief
Police Department

For the Village of Palm Springs:

Village Manager
226 Cypress Lane
Palm Springs, FL 33461

(remainder of page left blank)

IN WITNESS WHEREFORE, each of the municipalities has by appropriate motion of its council authorized and caused this Agreement to be made, executed (signed by its Mayor and attested by its Clerk) in triplicate (one original for each municipality and one for filing) and performed.

EXECUTED BY LAKE CLARKE SHORES this 23rd day of August, 2016.

ATTEST:

TOWN OF LAKE CLARKE SHORES

By: Mary Pinkerman
Mary Pinkerman, Town Clerk

By: Robert M. W. Shalhoub
Robert M. W. Shalhoub, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Charles F. Schoech
Charles F. Schoech, Town Attorney

EXECUTED BY VILLAGE OF PALM SPRINGS this 8th day of September, 2016.

ATTEST:

VILLAGE OF PALM SPRINGS

By: _____
Susan M. Caljean, Village Clerk

By: _____
Bev Smith, Mayor

(VILLAGE SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Glen J. Torcivia, Village Attorney



Village of Palm Springs

Executive Brief

AGENDA DATE: September 8, 2016

DEPARTMENT: Village Manager's Office

ITEM #3: Appointments to the Land Development Board

SUMMARY: Currently, there is one (1) vacancy on the Land Development Board due to the resignation of a regular member.

Mr. James Mandigo, Junior Alternate Member, has expressed an interest and willingness to serve as a Regular Member on the Board to fill the vacant seat. The Senior Alternate Member did not have an interest in moving up at this time. Mr. Mandigo has been a valuable asset to the Board's discussions. The appointment, if approved, would expire on January 25, 2018.

Additionally, current Regular Member Richard Hughes and Senior Alternate Peter Braun terms are expiring, and both have indicated a willingness to continue to serve and have been valuable assets to this Board. If approved, Mr. Hughes would serve a 3-year term (Expiring January 25, 2019) and Mr. Braun would serve a 1-year term (Expiring January 25, 2017).

Further, if Mr. Mandigo's appointment is approved, there will be one (1) Junior Alternate Member vacancy on the Land Development Board. Ms. Bonni Funt has submitted an application expressing her interest in serving as an Alternate Member. If approved, Ms. Funt would serve a 1-year term (Expiring January 25, 2017).

If all of the appointments are approved, there would not be any vacancies on the Land Development Board.

FISCAL IMPACT:

The proposed appointments do not have a fiscal impact to the Village.

ATTACHMENTS:

1. Application – Richard Hughes
2. Application – James Mandingo
3. Application – Peter Braun
4. Application – Bonni Funt

VILLAGE OF PALM SPRINGS

APPLICATION FOR APPOINTMENT TO VILLAGE COUNCIL ADVISORY BOARDS

NAME: RICHARD HUGHES HOME PHONE: 561-964-0694
ADDRESS: 1840 RICHARD LN., PALM SPRINGS FL 33406
EMAIL ADDRESS: SOLAR@BELL.SOUTH.NET CELL PHONE: 561-252-2102
OCCUPATION: RICHARD HUGHES LLC, Retired
BUSINESS: GLASS TINTING PHONE: 561-252-2102
BUSINESS ADDRESS: PO Box 15282, WPD, FL, 33416

BRIEF DESCRIPTION OF EDUCATION/EXPERIENCE:

- NORTHEASTERN UNIV, BOSTON, MA, ACCOUNTING DEGREE (1970)
- 40 YEAR SELF-EMPLOYED BUSINESSMAN IN PALM BEACH CT.
- I'VE LIVED WITHIN THE PALM SPRINGS "GRID" FOR 40 YEARS!!

Are you a registered voter? Yes [X] No

Do you currently serve on a board? Yes [X] No

If yes, which one? LAND DEVELOPMENT ADVISORY BOARD.

Please indicate on which board you wish to serve. If more than one, number for preference.

- Library Board
Land Development Board
Leisure Services Board
Police Employees Pension Board of Trustees
General Employees' Pension Board of Trustees
Construction Board of Adjustment and Appeals
Grievance Board
Lake Worth Utilities Committee

Why are you interested in serving on this board? TO HELP GUIDE OUR COMMUNITIES FUTURE GROWTH.

Signature: [Handwritten Signature] Date: 9/1/16

For further information call the Village Clerk at 965-4010. Fax 965-0899

VILLAGE OF PALM SPRINGS

APPLICATION FOR APPOINTMENT TO VILLAGE COUNCIL ADVISORY BOARDS

NAME: JAMES A. MANDIGO HOME PHONE: 561-432-3700

ADDRESS: 3697 PATIO COURT PALM SPRINGS, FL, 33461

EMAIL ADDRESS: jmandigo353@gmail.com CELL PHONE: 561-685-8857

OCCUPATION: PROJECT MANAGER -- MECHANICAL CONTRACTOR

BUSINESS: FARMER & IRWIN CORPORATION PHONE: 561-842-5316

BUSINESS ADDRESS: 3300 AVE K RIVIERA BEACH FL, 33404

BRIEF DESCRIPTION OF EDUCATION/EXPERIENCE: _____

GRADUATE PALM BEACH JUNIOR COLLEGE 1978

STATE CERTIFIED PLUMBING CONTRACTOR

CONSTRUCTION TRADE PALM BEACH COUNTY SINCE 1979

Are you a registered voter? Yes No

Do you currently serve on a board? Yes No

If yes, which one?

Please indicate on which board you wish to serve. If more than one, number for preference.

- Library Board
- Land Development Board
- Leisure Services Board
- Police Employees Pension Board of Trustees
- General Employees' Pension Board of Trustees
- Construction Board of Adjustment and Appeals
- Grievance Board
- Lake Worth Utilities Committee

Why are you interested in serving on this board? _____

Interested in the future growth of my community

Signature _____

Date: 2/14/16

For further information call the Village Clerk at 965-4010. Fax 965-0899

VILLAGE OF PALM SPRINGS

APPLICATION FOR APPOINTMENT
TO VILLAGE COUNCIL ADVISORY BOARDS

NAME: Peter Braun HOME PHONE: 294-6110

ADDRESS: 725 Lori Dr. Apt 413 Palm Springs 33461

EMAIL ADDRESS: _____ CELL PHONE: _____

OCCUPATION: retired

BUSINESS: _____ PHONE: _____

BUSINESS ADDRESS: _____

BRIEF DESCRIPTION OF EDUCATION/EXPERIENCE: BA Social studies
35 yrs social worker

Are you a registered voter? Yes No _____

Do you currently serve on a board? Yes No _____

If yes, which one?

Please indicate on which board you wish to serve. If more than one, number for preference.

- Library Board
- Land Development Board
- Leisure Services Board
- Police Employees Pension Board of Trustees
- General Employees' Pension Board of Trustees
- Construction Board of Adjustment and Appeals
- Grievance Board
- Lake Worth Utilities Committee

Why are you interested in serving on this board? to help village
develop appropriately

Signature Peter Braun Date: 2-10-16

For further information call the Village Clerk at 965-4010. Fax 965-0899

VILLAGE OF PALM SPRINGS
APPLICATION FOR APPOINTMENT
TO VILLAGE COUNCIL ADVISORY BOARDS

NAME: Bonni Funt **PHONE:** 561-715-9626

ADDRESS: 201 Bonnie Blvd., Apt # 229, Palm Springs, FL 33461

OCCUPATION: Business Development

BUSINESS: Tierra South Florida, Inc. **PHONE:** 561-687-8536

BUSINESS ADDRESS: 2765 Vists Pkwy, Suite 10, West Palm Beach, FL 33411

BRIEF DESCRIPTION OF EDUCATION/EXPERIENCE: see attached resume

Are you a registered voter? Yes X No ____

Do you currently serve on a board? Yes ____ No X

If yes, which one?

Please indicate on which board you wish to serve. If more than one, number for preference.

- Library Board
- Land Development Board
- Leisure Services Board
- Board of Adjustments
- Hazardous Duty Employees Pension Fund Board of Trustees
- Construction Board of Adjustment and Appeals
- Grievance Board
- Lake Worth Electric Franchise Review Committee

Why are you interested in serving on this board? _____

Signature  Date: 8/25/2016

For further information call the Village Clerk at 965-4010. Fax 965-0899

BONNI L. FUNT

201 Bonnie Boulevard, Apt 229, Palm Springs, FL 33461
561-715-9626 / blf3336@yahoo.com
Florida Notary Public

PROFESSIONAL EXPERIENCE:

Tierra South Florida, Inc., Business Development, March 2015 – present

- Locate/propose upcoming and current project opportunities by contacting potential teaming partners; discovering and exploring additional opportunities as well.
- Responsible for preparing and sending all teaming documents to clients for submittals/proposals
- Create and assist with proposals for public sector RFQ, RFP and RLI's
- Assist in creating proposals for private sector
- Research and identify potential marketing leads for projects in three major Florida markets: Palm Beach Broward, and Miami-Dade
- Maintain company calendar as well as database of upcoming teaming/project opportunities/industry events.
- Coordinate meetings, appointments, conferences and lunches for client / contact maintenance
- Attend mandatory and non-mandatory pre-bid meetings, bid openings, presentations, bid rankings/recommendations meetings
- Responsible for updating and maintaining Company proposal/project and client database
- Responsible for preparing renewal packages for technical certifications as well as minority/small business certifications.
- Responsible for requesting and sending certificates of insurance to clients as needed.
- Collect information for payroll and review weekly time and attendance records.
- Handle HR issues, including new hire packets, insurance and 401K eligibility and PTO.
- Provide administrative support to owner including opening, sorting and distributing incoming correspondence, including faxes and emails.
- Assist with contract documents.
- Assist with A/P, A/R and collections.
- Prepare and maintain confidential employee files including background checks
- Plan company events

Office Manager - Jan. 2007 - Oct. 2013

- Monitored office procedures, problem solved when needed and worked in a team environment to ensure office operations ran smoothly.
- Collected information for payroll and reviewed weekly time and attendance records.
- Handled all HR issues, including new hire packets, insurance and 401K eligibility and PTO.
- Prepared monthly invoicing.
- Provided administrative support to owner including opening, sorting and distributing incoming correspondence, including faxes and emails.
- Assisted with contract documents
- Assisted with A/P, A/R and collections.
- Prepared and maintained confidential employee files including background checks.
- Verified eligibility of employment through e-verify.
- Ensured office equipment and supply levels were maintained.
- Trained and supervised support staff.
- Maintained company calendar as well as database of proposals/projects/clients.
- Coordinated meetings, appointments, conferences and travel accommodations as directed.
- Responsible for preparing renewal packages for technical certifications as well as minority/small business certifications.
- Coordinated continuing education programs and certification renewal courses for staff.
- Assisted in the preparation of marketing packages and presentations.
- Responsible for requesting and sending certificates of insurance to clients as needed.

- Assisted in implementing a new accounting/tracking software program.
- Planned all company events.

RADISE International, Business Development Coordinator – Feb. 2014 – March 2015

- Attended mandatory pre-bid meetings, bid openings, presentations, bid rankings/recommendations meetings
- Researched and identified potential marketing leads for projects in three major Florida markets: Broward, Miami-Dade, Palm Beach
- Created proposals for public sector RFQ RFP and RLI's, which contributed to increasing the company's continuing contract client base.
- Located/proposed upcoming and current project opportunities by contacting potential teaming partners; discovering and exploring additional opportunities as well.
- Maintained company calendar as well as database of upcoming teaming/project opportunities
- Identified trendsetter ideas by researching industry and related events, publications, and announcements; tracking individual contributors and their accomplishments.
- Participated in marketing trade shows and industry related professional association events as a marketing representative; attended industry and educational conferences to increase firm's visibility and relationships.
- Responsible for the preparation of marketing packages and presentations
- Coordinated meetings, appointments, conferences and travel accommodations as directed.
- Responsible for preparing renewal packages for technical certifications as well as minority/small business certifications.

Stanton Optical, HR/Payroll Coordinator - Oct. 2013 – Jan. 2014

- Reviewed and entered all new hire and other HR paperwork for 40+ locations in 12 different states, including benefit packages upon eligibility and enrolling them into health care plans.
- Administrative support conducting research regarding HR policies for state and federal employment laws.
- Managed employee personnel files including pulling patient medical records for disability inquiries.
- Responsible for all aspects of bi-weekly payroll including but not limited to distribution of checks to all locations.
- Process garnishments, child support, levies and loans.
- Assisted in managing benefit files, inquires, enrollments, terminations and other changes for various benefit carriers, including filing for workers comp cases.
- Updated and maintained OSHA 300 log.
- Assisted with training material, development and management of Company's Online training Portal.

Goldcoast Beef, Inc. (Arby's), Accounts Payable/Payroll Specialist - Mar. 2003 - Dec. 2006

- Reported directly to the Controller.
- Responsible for all A/P functions, including but not limited to processing weekly check runs, entering invoices and maintaining and updating all A/P records.
- Processed bi-weekly payroll for 200 employees, including garnishments and deductions for multi-locations.
- Prepared and analyzed weekly food costs to determine theft.
- Assisted in implementing a new accounting software program.
- Maintained ledger book and computer records for bank deposits.
- Assisted the controller on all monthly and year end closing procedures.
- Prepared and distributed insurance packets for eligible employees.

EDUCATION: Syracuse University, Syracuse, NY, Bachelor of Science-Marketing May 1990

COMPUTER SKILLS: MS Office, Word, Excel, Access, Outlook, Adobe Acrobat, Paychex, Office Mate, Power point, working knowledge of Quick-books, AS400, RTI, ROMS, DASI

REFERENCES: Available upon request.



Village of Palm Springs

Executive Brief

AGENDA DATE: September 8, 2016

DEPARTMENT: Village Manager's Office

ITEM #4: Appointment to the Library Board

SUMMARY: Currently, there are two (2) vacancies for Regular Members on the Library Board.

Mr. David Devor has submitted an application expressing his interest in serving as a Regular Member. If approved, Mr. Devor would serve a 3-year term (Expiring April 24, 2017).

If approved, there would be one (1) vacancy for a Regular Member on the Land Development Board.

FISCAL IMPACT:

The proposed appointment does not have a fiscal impact to the Village.

ATTACHMENTS:

1. Application – David Devor

VILLAGE OF PALM SPRINGS

APPLICATION FOR APPOINTMENT TO VILLAGE COUNCIL ADVISORY BOARDS

NAME: DAVID DEVOR HOME PHONE: 561 951 7352
ADDRESS: 1898A Sherris Cir Palm Springs FL 33406
EMAIL ADDRESS: David.Devor@sharkbite.com CELL PHONE: 561 957 7352
OCCUPATION: SEO Strategist
BUSINESS: Shark Bite SEO BUS. PHONE: 561 951 7352
BUSINESS ADDRESS: 223 NE 5th AVE Delray Beach FL 33483
BRIEF DESCRIPTION OF EDUCATION/EXPERIENCE: Some College

Are you a registered voter? Yes X No

Do you currently serve on a board? Yes No X

If yes, which one?

Please indicate on which board you wish to serve. If more than one, number for preference.

- X Library Board
Land Development Board
Leisure Services Board
Police Employees Pension Board of Trustees
General Employees' Pension Board of Trustees
Construction Board of Adjustment and Appeals
Grievance Board
Municipal Voter Re-Districting Boundaries Ad Hoc Committee (once every four years)

Why are you interested in serving on this board? I am a library user and enjoy the programming there. I believe I can make a difference

Signature [Signature] Date: 8/5

For further information call the Village Clerk at 965-4010. Fax 965-0899

(If you wish to volunteer with our police department or sports programs, please use the Volunteer Application)



Village of Palm Springs

Executive Brief

AGENDA DATE: September 8, 2016

DEPARTMENT: Village Manager's Office

ITEM #5: Appointment to the Police Pension Board of Trustees

SUMMARY: Currently, there is one (1) vacancy for a Resident Member on the Police Pension Board of Trustees.

Ms. Dawn Cox has submitted an application expressing her interest in serving as a Resident Member. If approved, Ms. Cox would serve a 2-year term (Expiring October 1, 2018).

Note: Ms. Cox was a valuable member of the Land Development Board, however, she was required to resign due to an inability to serve on multiple boards and/or committees.

If approved, there would not be any vacancies on the Police Pension Board of Trustees.

FISCAL IMPACT:

The proposed appointment does not have a fiscal impact to the Village.

ATTACHMENTS:

1. Application – Dawn Cox
2. Village Attorney Opinion – Dual Office Holding

August 9, 2016

Village of Palm Springs

Attn: Susan Caljean, Village Clerk

Dear Susan:

Please accept this as my letter of resignation from the Land Development Board, effective immediately. I have notified Kim Glas-Castro of my decision. It has been a great experience serving on the Land Development Board and I appreciate the opportunity given me to serve. I have decided to expand my knowledge in other facets of the Village and apply for the Police Pension Board of Trustees citizen seat.

I am requesting you continue to process my application for the Police Pension Board.

Please let me know if you need anything further from me.

Sincerely,



Dawn Cox

VILLAGE OF PALM SPRINGS

APPLICATION FOR APPOINTMENT TO VILLAGE COUNCIL ADVISORY BOARDS

NAME: Dawn Cox HOME PHONE:

ADDRESS: 3677 Laurette Lane, Lake Worth, FL 33461

EMAIL ADDRESS: cox.dawn@yahoo.com CELL PHONE: 561-308-2828

OCCUPATION: Senior Accounting Specialist

BUSINESS: Wantman Group, Inc. PHONE: 561-472-8156

BUSINESS ADDRESS: 2035 Vista Parkway, West Palm Beach, FL 33411

BRIEF DESCRIPTION OF EDUCATION/EXPERIENCE: See Attached Resume

Are you a registered voter? Yes X No

Do you currently serve on a board? Yes X No

If yes, which one? Land Development Board

Please indicate on which board you wish to serve. If more than one, number for preference.

- Library Board
Land Development Board
Leisure Services Board
Board of Adjustment
X Police Employees Pension Board of Trustees
General Employees' Pension Board of Trustees
Construction Board of Adjustment and Appeals
Grievance Board

Why are you interested in serving on this board? I would like to gain professional experience. I would also like to make sure the plan remains fair and just for the officers, as well as the Village, while supporting my community, the Village of Palm Springs and the police department. I also have a background in finance which could be an asset to the board.

Signature Dawn Marie Cox Date: 7/21/16

For further information call the Village Clerk at 965-4010. Fax 965-0899

Dawn Cox

3677 Laurette Lane, Lake Worth, FL 33461 (Village of Palm Springs)
561-308-2828 – mobile: cox.dawn@yahoo.com - email

Experience Account Specialist III

Wantman Group, West Palm Beach, FL
08/08/05 - Current

- Monthly Project Involcing
- Preparation of Sub-Consultant Agreements
- Contract Review
- Job Costing
- Project Specific Reporting
- Accounts Receivable/Accounts Payable
- Maintain Sub-Consultant Insurance Compliance Records
- Florida Department of Transportation Equal Opportunity Compliance Reporting
- Sales Tax and Use Monthly Filing

Owner/Sole Proprietor

Sweetology Treats (Cottage Foods Bakery), Lake Worth, FL
02/2013 – Current

Community Involvement/ Leadership

- Founder and President of the Lakewood Gardens Neighborhood Watch
- Appointed Member of Village of Palm Springs Land Development Board
- Appointed Member of Village of Palm Springs Property Improvement Grant Committee
- Appointed Member of Village of Palm Springs Charter Review Committee
- Appointed Member of Metropolitan Planning Organization Citizens Advisory Committee
- Leader of Monthly Lakewood Gardens Neighborhood Clean Up – Sponsored by Solid Waste Authority Adopt A Spot
- Volunteer for multiple charities and not-for-profit organizations, including but not limited, Feeding South Florida, Feeding Palm Beach County, Annual Great American Clean Up, Palm Beach ERM Environmental Clean Up Program, Pancreatic Cancer Action Network, Making Strides Palm Beach County, National Alliance of Mental Illness, March of Dimes, Team Footworks Fitness and Wellness Education

References **Kate Fontaine, Wantman Group**
561-687-2220
kate.fontaine@wantmangroup.com

Derek Zeman, Bowman Consulting
772-283-1413
dzeman@bowmanconsulting.com

Sorena Sodupe, Valley National Bank
561-312-7551

Richard J. Reade

From: Brian Shutt <bshutt@torcivialaw.com>
Sent: Wednesday, July 27, 2016 9:43 PM
To: Susan M. Caljean; Richard J. Reade

In response to your question with Dawn Cox sitting on the Land Development Board and your pension Board:

The dual office-holding prohibition is found in Article II, section 5(a), Florida Constitution, and provides:

“No person shall hold at the same time more than one office under the government of the state and the counties and municipalities therein...”

While there is no definition provided for the term “office” opinions of the Florida Supreme Court and the Attorney General's Office have focused on the nature of the powers and duties of a particular position to determine whether it is an “office” that would fall outside the scope of the prohibition. *See AGO 2013-22*. As the Florida Supreme Court has stated:

The term 'office' implies a delegation of a portion of the sovereign power to, and the possession of it by, the person filling the office, it embraces the idea of tenure, duration and duties in exercising some portion of the sovereign power, conferred or defined by law and not by contract.

State ex rel. Holloway v. Skeats, 83 So. 508 (Fla. 1919).

Where a committee or board makes final decisions, as in the case of the Palm Springs Land Development Board, there would appear to be an office subject to the constitutional prohibition against dual office-holding. *See AGO 2005-59*.

Pursuant to AGO 2003-27 a member of a pension board created under Chapter 175 is an officer for purposes of the dual office holding prohibition in Article II, section 5(a), Florida Constitution. Attorney General Opinion 1996-24 further provides “[t]his office has previously stated that membership on a board of trustees empowered to administer a pension fund constitutes an “office” for purposes of Article II, section 5(a), Florida Constitution”.

Thus based on the above, I do not believe Dawn Cox could be a member of both boards.

Brian

R. Brian Shutt, Esquire

**TORCIVIA, DONLON,
GODDEAU & ANSAY, P.A.**

Northpoint Corporate Center
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407
(561) 686-8700
(561) 686-8764 fax
bshutt@torcivialaw.com
www.torcivialaw.com



Village of Palm Springs

Executive Brief

AGENDA DATE: September 8, 2016

DEPARTMENT: Finance

ITEM #6: Approve Contract Award - Independent Auditing Services (RFP #2016R-006)

SUMMARY: On August 4, 2016 the Village issued a Request for Proposals (RFP) for Independent Auditing Services (RFP 2016R-006) in an effort to solicit proposals from qualified audit firms to perform the Village's annual independent audit as required by Section 218.39 of the Florida Statutes.

Additionally, in an effort to evaluate the bids prior to issuance of the RFP (in accordance with state law), the Village Council (on July 28th) appointed five (5) employees to serve on the Village's Independent Auditing Services Selection Committee. The Committee included representatives from the Public Services Department, Police Department, Leisure Services Department and the Finance (Purchasing) Department.

As required by state statute, the Audit Selection Committee met on August 2nd, 2016, as required by state law, and established factors to be used for the evaluation of the audit services to be provided to the Village. These factors were then be included into the Request for Proposals (RFP #2016R-006) for Independent Auditing Services, which was publicly advertised and made available for interested firms to review and provide proposals.

As a result, the Village received responses from the following three (3) firms:

- Caler, Donten, Levine, Cohen, Porter & Veil, PA – West Palm Beach, FL
- Nowlen, Holt & Miner, PA – West Palm Beach, FL
- Rehmann – Boca Raton, FL

Following receipt of the proposals, the Committee met on September 1, 2016, and after being properly noticed (i.e., Posted on the Public Notification Board and the PBC Inspector General's Office) and in accordance with state law, evaluated each firm's response based on the following:

- Technical Criteria –including experience, qualifications, past performance
- Audit Approach – including planning, timeline, and communication
- Local preference – within Palm Beach County
- Established Drug Free Work Place Program
- Pricing

As a result, the Committee has recommended Caler, Donten, Levine, Cohen, Porter & Veil, PA to serve as the Independent Auditing Firm for the Village. If approved, the proposed term would be for five (5) years beginning with the fiscal year ending September 30, 2016, with the option to renew the contract and agreement for an additional five (5) year period, at the sole discretion of the Village.

Note: Various items were discussed during the Selection Committee meeting where the proposals received by the Village from the two (2) firms that are not being recommended had minor variations. The Committee did not determine that either of the proposals was non-responsive. As a result, the Village Manager, in accordance with (4)(b) of Section 58.5 of the Village code – Waiver of irregularities, concurs with the Selection Committee's recommendation.

The proposed Agreement was prepared by the Village Attorney and reviewed by the Finance Director.

The Village has worked with this auditing firm previously and they have provided excellent service and a quality product.

FISCAL IMPACT:

Funds to support this service are available within the FY 2016 & FY 2017 General Fund and Water & Sewer Enterprise Fund Budgets.

ATTACHMENTS:

1. Request for Proposals (RFP) for Independent Auditing Services – RFP #2016R-006
2. Caler, Donten, Levine, Cohen, Porter & Veil, PA Proposal & Related Documents
3. Employee Selection Committee Memo & Scoring Summary Sheet
4. Selection Committee Recommendation Memo
5. Proposed Agreement
6. Auditor selection procedures – Section 218.391

THE
LAKE WORTH HERALD

Published Once a Week

Lake Worth, Palm Beach County, Florida

STATE OF FLORIDA
COUNTY OF PALM BEACH:

BEFORE the undersigned authority personally appeared MARK J EASTON, who on oath says that he is PRESIDENT of *The Lake Worth Herald*, a weekly newspaper published at Lake Worth in Palm Beach County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of

Notice by the Village of Palm Springs for a Request for Proposals, RFP#2016R-006, Independent Auditing Services

was published in said newspaper in the issue of
August 11, 2016

Affiant further says that the said *The Lake Worth Herald* is a newspaper published at Lake Worth, in said Palm Beach County, Florida, and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, each week and has been entered as second class mail matter at the post office in Lake Worth, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



MARK J EASTON

SWORN TO AND SUBSCRIBED before me this 11th day of August, 2016, by Mark J Easton, who is known to me.



Notary Public, State of Florida at Large



DEBRA J SNODGRASS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF045522
Expires 9/18/2017

Legal Notice No. 30569

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
LEGAL ADVERTISEMENT
REQUEST FOR PROPOSALS - RFP #2016R-006
DUE DATE: FRIDAY, AUGUST 26, 2016
TIME: 10:00 AM (LOCAL TIME)
INDEPENDENT AUDITING SERVICES

The Village of Palm Springs is seeking Proposals from qualified firms to provide Independent Auditing Services, in accordance with the terms, conditions and specifications contained in this Request for Proposal.

Request for Proposal documents are available on the Village of Palm Springs' website at <http://www.vpsfl.org/bids.aspx> or by contacting the Village Clerk's office at (561) 965-4010. Sealed Proposals must be clearly marked "RFP #2016R-006, Independent Auditing Services" and delivered to the Village Clerk at 226 Cypress Lane, Palm Springs, Florida 33461. The deadline for submission of Proposals is Friday, August 26, 2016 at 10:00 am local time. Late Proposals will not be accepted and will be returned to the sender unopened.

It is the responsibility of the Proposer to ensure all pages are included in the submission. All Proposers are advised to closely examine the request for proposal documents. Any questions regarding the completeness or substance of the request for proposal documents or the scope of services must be submitted in writing via email to Susan Caljean, Village Clerk, scaljean@vpsfl.org. The Village reserves the right to accept or reject any or all Proposals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the Village.

Publish: *The Lake Worth Herald*
August 11, 2016

REQUEST FOR PROPOSALS
RFP # 2016R-006
INDEPENDENT AUDITING SERVICES



226 Cypress Lane
Palm Springs, FL 33461

Rebecca L. Morse, CFO
(561) 434-5115
(561) 304-4615, Fax
RMorse@vpsfl.org

**Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461**

LEGAL ADVERTISEMENT

REQUEST FOR PROPOSALS - RFP #2016R-006

DUE DATE: FRIDAY, AUGUST 26, 2016

TIME: 10:00 AM (LOCAL TIME)

INDEPENDENT AUDITING SERVICES

The Village of Palm Springs is seeking Proposals from qualified firms to provide **Independent Auditing Services**, in accordance with the terms, conditions and specifications contained in this Request for Proposal.

Request for Proposal documents are available on the Village of Palm Springs' website at <http://www.vpsfl.org/bids.aspx> or by contacting the Village Clerk's office at (561) 965-4010.

Sealed Proposals must be clearly marked "**RFP #2016R-006, Independent Auditing Services**" and delivered to the Village Clerk at 226 Cypress Lane, Palm Springs, Florida 33461. The deadline for submission of Proposals is **Friday, August 26, 2016 at 10:00 am local time. Late Proposals will not be accepted and will be returned to the sender unopened.**

It is the responsibility of the Proposer to ensure all pages are included in the submission. All Proposers are advised to closely examine the request for proposal documents. Any questions regarding the completeness or substance of the request for proposal documents or the scope of services must be submitted in writing via email to Susan Caljean, Village Clerk, scaljean@vpsfl.org.

The Village reserves the right to accept or reject any or all Proposals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the Village.

PUBLISH: Legal Section
 Coastal Observer
 August 11, 2016

TABLE OF CONTENTS

SECTION	PAGE
1. General Information	4
2. Project Overview	5
3. General Terms and Conditions	6
4. Special Terms and Conditions	11
5. Scope of Services	14
6. Response Requirements	19
7. The Evaluation Process	22
8. Schedule of Fees	24
9. Proposal Submittal Forms	26

1. GENERAL INFORMATION

The Village of Palm Springs, Florida, is a municipal corporation of the State of Florida, incorporated in 1957. The Village operates as a Council-Manager form of government and provides the following services: public safety, sanitation, road and street facilities, land development, leisure services, library, general administrative services, and water and sewer utility. The Village has approximately 165 full-time employees. The most recent population estimate is 22,130. More detailed information on the Village can be found in the Comprehensive Annual Financial Report (CAFR) and the Annual Budget Document. The CAFR's for the last 15 fiscal years are available on the Village's web site at www.vpsfl.org. **Please note: The Village is in the preliminary stages of adding a Community Redevelopment Agency (CRA).**

Section 218.39, Florida Statutes, requires each local government entity to have completed within nine (9) months of each fiscal year-end, an annual financial audit of its accounts and records. The Village is soliciting Proposals from qualified Certified Public Accountants and/or firms licensed to practice in the State of Florida for the purpose of providing an annual examination of the financial operations of the Village and the Village of Palm Springs General Employee Pension Fund and Village of Palm Springs Police Employee Pension Fund. The audit shall be conducted for the purpose of forming an opinion on the basic financial statements taken as a whole and to determine whether operations were conducted in accordance with legal and regulatory requirements.

2. PROJECT OVERVIEW

The Village of Palm Springs, Florida, is soliciting Proposals from qualified Proposers for the provision of Independent Auditing Services.

The term of the engagement shall be for five (5) years beginning with the fiscal year ending September 30, 2016, with the option to renew the contract and agreement for an additional five (5) year period, at the sole discretion of the Village.

The anticipated schedule for this Solicitation is as follows: **(Note dates are subject to change at the discretion of the Village).**

ITEM	EVENT	ESTIMATED DATE
a.	Solicitation Package Issued	August 4, 2016
b.	Pre-Proposal Conference	Not applicable
c.	Deadline for Receipt of Questions	August 22, 2016
d.	Due Date for Proposals	August 26, 2016
e.	Evaluation Process Begins	August 29, 2016
f.	Evaluation Process Completed	September 1, 2016
g.	Contract Award	September 8, 2016

3. GENERAL TERMS AND CONDITIONS

3.1 DEFINITIONS

1. **Proposal:** any offer(s) submitted in response to this Request for Proposal.
2. **Proposer:** person or firm submitting a response to this Request for Proposal.
3. **Solicitation or Request for Proposal:** this Solicitation documentation, including any and all addenda.
4. **Proposal Submittal forms:** describes the goods or services to be purchased, and must be completed and submitted with the Proposal.
5. **Village:** refers to the Village of Palm Springs, Florida
6. **Contract or Agreement:** the Request or Proposal, all addenda issued thereto, all affidavits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the Village and the Proposer.
7. **Contractor:** successful Proposer that is awarded a contract to provide the goods or services to the Village.
8. **Responsible Proposer:** a Proposer that has the capability in all respects to perform in full the contract requirements, as stated in the Request for Proposals, and the integrity and reliability that will assure good-faith performance.
9. **Responsive Proposer:** a Proposer who's Proposal conforms in all material respects to the terms and conditions included in the Request for Proposals.

3.2 CONE OF SILENCE

Pursuant to Section 2-355 of the Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Village of Palm Springs, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential bidders and/or bidders on Village Solicitations, the Village's professional staff, and the Village Council members.

3.3 ADDENDUM

The Village may issue an addendum in response to any inquiry received, prior to the due date for Proposals, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Proposer should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or

in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. The Proposer is required to submit with its Proposal a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

3.4 LEGAL REQUIREMENTS

This Solicitation is subject to all legal requirements contained in the applicable Village Ordinances and Resolutions, as well as all applicable Village, State, and Federal Statutes. Where conflict exists between this Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and Local.

3.5 CHANGE OF PROPOSAL

Prior to the scheduled due date for Proposals, a Proposer may change its Proposal by submitting a new Proposal (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new Proposal replaces the original Proposal. The new submittal shall contain the letter and all information as required for submitting the original Proposal. No changes to a Proposal will be accepted after Proposals have been opened.

3.6 WITHDRAWAL OF PROPOSAL

A Proposal shall be irrevocable unless the Proposal is withdrawn as provided herein. Only a written letter received by the Village Clerk prior to the due date for Proposals may withdraw a Proposal.

3.7 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Scope of Services, and/or Description of Items, the Proposal Submittal forms, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Submittal forms, the Scope of Services and/or Description of Items, the Special Conditions, and then the General Terms and Conditions.

3.8 PREPARATION OF PROPOSALS

- a. The Proposal submittal forms define requirements of the services to be performed or the items to be purchased, and must be completed and submitted with the Proposal. Use of any other forms will result in the rejection of the Proposal. The Proposal submittal forms must be legible. Proposers shall use typewriter, computer, or blue ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Proposal to be rejected.
- b. An authorized agent of the Proposer's firm must sign the Proposal submittal forms where indicated. **Failure to sign the Signature Page of the Proposal shall render the Proposal non-responsive.**
- c. The Proposer must identify any exceptions it takes to the terms and conditions of the Solicitation and contract. Exceptions will not automatically result in the Proposer being

deemed non-responsive; however, such a determination is at the discretion of the Village. Proposers are cautioned that they may be considered non-responsive if Proposals are conditioned to modifications, changes, or revisions to the terms and conditions of this Solicitation.

- d. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- e. Late Proposals will not be accepted and will be returned to the sender unopened. It is the Proposer's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

3.9 CANCELLATION OF SOLICITATION

The Village of Palm Springs reserves the right to cancel, in whole or in part, any Requests for Proposals when it is in the best interest of the Village.

3.10 AWARD OF CONTRACT

- a. This contract may be awarded to the responsive and responsible Proposer meeting all requirements as set forth in the Solicitation. The Village reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this Solicitation as deemed in its best interest. The Village shall be the sole judge of its best interest.
- b. The Village reserves the right to reject any and all Proposals if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the Village's best interest to do so.
- c. The Proposer's prior performance as a prime contractor or subcontractor on previous Village contracts shall be taken into account in evaluating the Proposal received for this Solicitation.
- d. The Village will provide a copy of the ranking and scores to all Proposers responding to this Solicitation, if requested.
- e. Award of this Proposal may be predicated on compliance with and submittal of all required documents as stipulated in the Solicitation.

3.11 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the Village and the successful Proposer, continue until completion at the same prices, terms, and conditions.

3.12 LAWS AND REGULATIONS

The successful Proposer shall comply with all laws and regulations applicable to provide the goods

or services specified in this Solicitation. The Proposer shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.

3.13 LICENSES, PERMITS, AND FEES

The successful Proposer shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the Village or a successful Proposer for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the successful Proposer.

3.14 OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

3.15 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, Proposal submittals will be available for public inspection after the opening of Proposals in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The Proposer shall not submit any information in response to this Solicitation that Proposer considers a trade secret, proprietary, or confidential. The submission of any information to the Village in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection that would otherwise be available to the Proposer. In the event that the Proposer submits information to the Village in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Proposal as protected or confidential, the Village may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the Proposal. The redaction or return of information pursuant to this clause may render a Proposal non-responsive.

3.16 CONFLICTS OF INTEREST

All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the Village of Palm Springs. Further, all Proposers must disclose the name of any Village employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Proposers' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Proposer from this Solicitation and may be grounds for further disqualification from participating in any future Solicitations with the Village.

3.17 PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted Proposers list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases of real property to a public entity; may not be successful or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

3.18 FISCAL FUNDING OUT

The Village's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement.

3.19 DRUG FREE WORK PLACE

Preference shall be given to a Proposer with a Drug-Free Work Place (DFW) program. Whenever the Village receives two or more proposals that are equal with respect to price, quality, and service the Village may give preference to a proposal received from a Proposer that completes the attached DFW form and certifies it is a DFW.

3.20 LOBBYING

All Proposers are advised that the Village falls under the Palm Beach County Lobbyist Registration Ordinance and all Proposers must comply with that ordinance. Any violation of this requirement may cause the Proposer to be disqualified and prohibited from participating further in the RFP process.

4. SPECIAL TERMS AND CONDITIONS

4.1 PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit Proposals from qualified firms that can provide independent auditing services for the Village of Palm Springs and the Village's two pension trust funds. The Village expects each Proposer to clearly outline its best and most comprehensive resources in its response, because all services and responsibilities identified in this RFP will be awarded to the successful Proposer.

4.2 ELIGIBILITY AND MINIMUM REQUIREMENTS

To be eligible to respond to this RFP and be considered for award, the Proposer must demonstrate to the satisfaction of the Village that it or the principals assigned to the project has successfully provided services, similar in scope and complexity, as an independent external financial auditor to a municipality or quasi-governmental organization.

Proposers must meet the following minimum qualifications; failure to meet the minimum qualifications may result in rejection of the Proposal. Proposers shall submit written documentation such as letters of references and a list of clients who are public entities, as evidence that they meet the requirement stated above. Letters of references shall not be older than three (3) years.

- a. Proposers must certify that they are qualified and licensed to provide auditing services and practice in the State of Florida.
- b. Proposers must have at least five (5) years' experience in satisfactorily providing the proposed services to a municipality or other public entity.
- c. The principals of the firm(s) have performed continuous certified public accounting (CPA) services for a minimum of five (5) years.
- d. The Proposer must be a member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants.
- e. The assigned professional personnel of the Proposer must have received adequate continuing professional education as stipulated by Government Auditing Standards issued by the Comptroller General of the United States.
- f. The Proposer is independent of the Village of Palm Springs, as defined by generally accepted auditing standards and Government Auditing Standards.
- g. The Proposer must submit a copy of the two most recent external quality control review

reports and letters of comment, along with a statement indicating whether the reviews included a review of specific governmental engagements.

- h. The manager and senior auditor must have experience auditing one or more similar governments, specifically as to size and services provided, where all applicable Governmental Accounting Standards Board Statements have been implemented.
- i. The manager and senior auditor must have experience performing a Single Audit in accordance with generally accepted auditing standards, Government Auditing Standards issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996, the provisions of OMB Circular A-133, Audits of State and Local Governments; and the Rules of the Auditor General of the State of Florida.

4.3 AUDITING STANDARDS

To meet the requirements of this RFP, the audit must be performed in accordance with the following standards:

- a. Generally Accepted Auditing Standards as issued by the American Institute of Certified Public Accountants (AICPA)
- b. Government Auditing Standards issued by the Comptroller General of the United States
- c. OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations
- d. Federal Single Audit Act, as amended
- e. Florida Single Audit Act
- f. Rules of the Auditor General, State of Florida
- g. Rules of the Florida Department of Financial Services
- h. Section 218.39, Florida Statutes and any other applicable Florida Statutes.

4.4 INSURANCE

The selected Proposer shall not commence any performance pursuant to the terms of this RFP until certification or proof of insurance has been received and approved by the Village Clerk or designee.

The required insurance coverage is to be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the Village of Palm Springs shall be

notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the Village or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Proposer's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Village of Palm Springs.

The selected Proposer must submit a current Certificate of Insurance, naming the Village of Palm Springs as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the Village upon expiration.

The selected Proposer shall provide insurance coverage as follows:

- a. Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than One Hundred Thousand Dollars (\$100,000) for each accident, not less than One Hundred Thousand Dollars (\$100,000) for each disease, and not less than Five Hundred Thousand Dollars (\$500,000) aggregate.
- b. General Liability Insurance with each occurrence limits of not less than Three Hundred Thousand Dollars (\$300,000), personal injury and advertising injury liability of not less than three hundred thousand Dollars (\$300,000), and general aggregate of not less than Three Hundred Thousand Dollars (\$300,000).
- c. Professional Liability Insurance with limits of not less than one million Dollars (\$1,000,000) annual aggregate.
- d. Hired and Non-Hired Vehicles with limits of not less than Five Hundred Thousand Dollars (\$500,000) per claim.

5. SCOPE OF SERVICES

5.1 BACKGROUND

The Village is soliciting Proposals from qualified certified public accounting firms to perform an annual examination of the basic financial statements of the Village of Palm Springs and the Village's two pension trust funds, for the five (5) fiscal years ending September 30, 2016, 2017, 2018, 2019 and 2020; with the option to renew the contract for an additional five year period covering the fiscal years 2021 through 2025.

5.2 GENERAL TASKS AND DELIVERABLES

The following general tasks and deliverables are required of the selected Proposer:

- a. The selected Proposer, as auditor, shall perform an annual examination of the basic financial statements of the Village, to express opinions on the fairness with which the statements present the financial positions, results of operations, and changes in financial position in conformity with generally accepted accounting principles.
- b. The auditor shall perform an examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements.
- c. The auditor shall evaluate the system of internal controls, including the control environment, accounting systems and specific control procedures, to assess the extent to which the controls can be relied upon to ensure accurate information, to ensure compliance with laws and regulations, and to provide for efficient and effective operations. In order to assess the control risk, the Proposer is to perform tests of controls and properly document its assessment. Significant deficiencies and material weaknesses shall be communicated in writing in accordance with generally accepted auditing standards.
- d. The auditor shall perform an examination of any additional financial information necessary to comply with generally accepted auditing standards.
- e. The auditor is not required to audit the combining and individual fund financial statements and supporting schedules. However, the auditor is to provide an "in-relation-to" report on the combining and individual fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements.
- f. The auditor is not required to audit the statistical section of the report; however, the auditor is responsible for performing certain limited procedures involving supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.
- g. The scope of the audit shall include any additional activities necessary to establish

compliance with the term “financial audit” as defined and used in Government Auditing Standards.

- h. The scope of the audit shall encompass the additional activities necessary to establish compliance with the Federal Single Audit Act, as amended; United States Office of Management and Budget (OMB) Circular No. A-133; other applicable Federal laws; and the Florida Single Audit Act. Currently the Village does not meet the requirement for a single audit; however it may be required during the term of this contract.
- i. The auditor shall use financial condition assessment procedures to assist in detection of deteriorating financial condition as established under Florida Statutes 218.503. The auditor may use the procedures developed by the Auditor General or appropriate alternative procedures.
- j. The audit shall include a review of the financial report provided to the Department of Financial Services to assure consistency with the Comprehensive Annual Financial Report.

5.3 REPORTS

Following completion of the audit of the fiscal year financial statements, the auditor shall issue the following reports with regard to the basic financial statements of the Village of Palm Springs:

- a. A report on the basic financial statements. This report must include, at a minimum:
 - i. A statement as to whether the financial statements are presented in accordance with generally accepted accounting principles;
 - ii. An expression of opinion regarding the financial statements taken as a whole, or an assertion to the effect that an opinion cannot be expressed including the reasons therefore; and
 - iii. A statement that the audit was conducted in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller of the United States.
- b. A report on compliance and internal control over financial reporting.
- c. A report on compliance and internal control over compliance applicable to each major federal program and state project.
- d. A management letter as required by Florida Statutes 218.39 and 215.97 and Rules of the Auditor General, Chapter 10.550 which shall identify any management weaknesses observed, assess their effect on financial management and propose steps to correct or eliminate those weaknesses.

- e. Other reports required by the Federal Single Audit Act and the Florida Single Audit Act including:
 - i. An “in-relation-to” report on the Schedule of Expenditures of Federal Awards and State Financial Assistance
 - ii. A separate schedule of findings and questioned costs, including a summary of audit results related to financial statements, internal controls and compliance.
- f. Irregularities and Illegal Acts—The auditor shall make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: Mayor, Village Manager, CFO or the Village Council as appropriate.

5.4 AUDIT SCHEDULE

Timeliness is critical in the performance of the audit. The auditor shall coordinate with the Village CFO and endeavor to accomplish the audit in a phased- in approach throughout the year in order to reduce the year-end workload on both the audit firm and Village staff. The Village will make necessary records available to the auditor throughout the year to assist in this regard. It is anticipated that each of the following shall be completed by the auditor no later than the dates indicated: **(NOTE- schedule will be flexible in the first year due to the late appointment of audit firm).**

- a. Interim Work: All interim work shall be accomplished prior to September 30.
- b. Schedules to be prepared by the Village: Upon consensus with Finance staff, the auditor shall provide the CFO or designee, by August 31, a list of all schedules to be prepared by the Village. The schedules will be made available to the auditor no later than November 21.
- c. Fieldwork: The auditor shall complete all fieldwork including that required by the single audit by January 31.

The auditor shall report to the Village, at least bi-weekly, the status of any potential audit adjustments so that the Village may have adequate opportunity to investigate, gather information and respond if necessary.

5.5 DATE FINAL REPORTS ARE DUE

The auditor shall deliver, in draft form, all required reports listed in Section 5.3 by February 15. Responses to management letter comments and single audit findings will be prepared by the Village and returned to the auditor for review by February 22. All final required reports shall be delivered by March 1. A minimum of 20 copies of each report shall be provided to the Village, and a bound copy as well as a final report printed to .PDF as opposed to scanned to .PDF.

5.6 PRESENTATION TO THE VILLAGE COUNCIL

The partner in charge of the audit or other CPA assigned to the audit shall attend one or more public meetings, as deemed necessary by the Village Council, for discussion of the audit report.

5.7 ADDITIONAL SERVICES

The Village may issue one or more official statements for the sale of bonds during the term of the contract. The official statement will contain the basic financial statements or an extraction from the Comprehensive Annual Financial Report. The auditor shall be required to issue, upon request, a consent and citation of expertise as auditor, "comfort letters" and other documents necessary to issue the bonds. Unless significant additional staff time is required of the auditor, fees for such requests made by the Village shall be included in the base fee submitted by the Proposer.

5.8 WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

- a. The work papers are the property of the auditors and shall be held locally for a period of five years. Work papers shall be available for examination or duplication, without charge, to authorized Village personnel, representatives of Federal or State Agencies upon request of that Agency or the Village of Palm Springs in accordance with Federal Law, State Law and other regulations. Working papers shall also be made available for examination, at no charge, or duplication at a reasonable charge, to subsequent auditors engaged by the Village .
- b. The auditors shall notify the Village immediately if any regulatory or other government agencies request a review of the audit work papers concerning the Village of Palm Springs or any other government client audited by the audit firm.

5.9 OTHER REQUIREMENTS

- a. The auditor shall notify the Village immediately should any disciplinary actions be taken or complaints filed with any regulatory bodies against any of the firm's staff or the firm itself. Auditor shall make an immediate written report of all irregularities and illegal acts.
- b. The auditor must designate two (2) "key members" of the audit team. The Village shall reserve the right to approve any substitutions or changes in those staff designated as "key".
- c. The auditor shall provide the Village of Palm Springs with a copy of each external quality control review report and letters of comment for each review conducted during the time period engaged by the Village of Palm Springs.

5.10 INFORMATION TO BE PROVIDED BY THE VILLAGE

The Village will provide, at a minimum, the following information to assist the auditor in performing the annual audit:

- a. General Ledger Trial Balance at September 30 and any other time periods requested by auditor.
- b. Statements of Revenues and Expenditures, Estimated vs. Actual Revenues, and Expenditures vs. Appropriations as of September 30, and any other time periods requested by auditor.
- c. Various schedules and worksheets designed to assist and provide backup information to the auditor.
- d. Electronic file (Excel format) containing end of year general ledger, revenue and expenditure balances for all accounts in the Village's accounting system for download into auditor software.
- e. Confirmation letters.
- f. Paid invoices, canceled checks and other supporting documentation as requested by the auditor.
- g. Other information requested by the auditor and mutually agreed upon by the Village CFO.

6. RESPONSE REQUIREMENTS

6.1 SUBMITTAL REQUIREMENTS

In response to this Solicitation, the Proposer should return one (1) original (so marked) and six (6) copies of the entire completed Proposal Submission Package. Proposers should carefully follow the format and instructions outlined herein. All documents and information must be fully completed and signed (in blue ink) as required.

The Proposal shall be written in sufficient detail to permit the Village to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

6.2 PROPOSAL REQUIREMENTS

The Proposal must name all persons or entities interested in the Proposal as principals. In each Proposal by an individual or firm, there shall be stated the name and address of every person having an interest in the Proposal; and in the case of a corporation, the names and addresses of its officers. Proposals must be signed by the person or member of the firm making the Proposal, and in the case of a corporation, by an authorized officer or agent subscribing the name of the Corporation and his or her own name.

- a. At a minimum, Proposals must include the following information:
 - i. Table of contents providing a clear identification of the material by section and by page number.
 - ii. Description and history of the make-up and composition of the firm.
 - iii. Relevant government auditing experience of firm.
 - iv. Not less than three (3) Florida Municipal references for which the firm has performed similar work within the last 3 years. **Please note that proposals must include a Comprehensive Annual Financial Report from one of the references.**
 - v. Total staff available for this audit and the anticipated hours of audit work to be performed by various levels of staff.
 - vi. Resumes of partners, managers and other supervisory staff assigned to this audit, which must include the following information:
 1. Formal education - Supplemental education relative to governmental accounting and auditing
 2. Experience in public accounting in general

3. Experience in private business or government
 4. Experience in auditing governmental units
 5. Membership in various national and state governmental accounting boards, Committees or associations (past and present)
 6. Professional recognition, such as Certified Public Accounting licenses, Awards, etc.
 - vii. A statement setting forth that the Proposer understands the work to be done and a positive commitment to meet or exceed specifications stated in this Solicitation, and a positive commitment to perform the work within the time period specified.
- b. The Proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in this Request for Proposals.
- c. Proposers shall provide the following information on their audit approach:
- i. Proposed segmentation of the engagement
 - ii. Level of staff and number of hours to be assigned to each proposed segment of the engagement
 - iii. Sample size and the extent to which statistical sampling is to be used in the engagement
 - iv. Extent of use of EDP software in the engagement
 - v. Type and extent of analytical procedures to be used in the engagement
 - vi. Approach to be taken to gain and document an understanding of the internal control structure
 - vii. Approach to be taken in determining laws and regulations that will be subject to audit test work
 - viii. A tentative schedule for performing key aspects of the audit
 - ix. A fee schedule for the complete audit
- d. Provide pricing information in the format shown in Section 8, Schedule of Fees, for each year of the contract, including the five year option to renew. Include staff hourly rates

to be used for any additional work which may be requested by the Village which is outside the scope of this contract.

- e. The auditor is free to include any promotional material pertaining to the auditor or audit firm; however, such promotional material shall not be considered the Proposal in and of itself. All promotional materials will be considered supplemental information.
- f. Copy of CPA license for all individual CPAs assigned to the audit and for the firm in the State of Florida.
- g. Documentation from Florida's Board of Accountancy that the licenses described above are indeed active and in good standing.
- h. Positive affirmation that all CPAs assigned to the engagement have properly maintained CPE in governmental accounting as required by the Board of Accountancy.
- i. Positive affirmation that all CPAs assigned to the engagement have attended "Ethics for Governmental CPAs in Florida".
- j. Location of the office from which the audit will be conducted and number of personnel in that office who would be working on the audit.
- k. Copy of the two most recent external quality control review reports and letters of comment along with a statement indicating whether the reviews included a review of specific governmental engagements.
- l. Results of any Federal or State desk review or field audits during the past three (3) years.
- m. Circumstances and status of any disciplinary actions taken or pending against the firm or any partners or employees of the firm by State regulatory bodies or professional organizations during the past three (3) years.
- n. The Proposer shall describe any litigation or proceeding whereby, during the past three (3) years, a court or any administrative agency has ruled against the firm or any of the professional staff in any manner related to its professional activities.
- o. Description of Proposer's experience in preparing governmental financial statements, and in providing assistance in obtaining the Certificate of Achievement for Excellence in Financial Reporting. The Village has received the Certificate of Achievement for the last twenty seven (27) consecutive years (1988-2014) and will prepare a Comprehensive Annual Financial Report for each year of the contract.

7. THE EVALUATION PROCESS

7.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in this Solicitation. A responsive Proposal is one that follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. Each Proposal that has been determined to be responsive shall be ranked as set forth herein below.

7.2 EVALUATION CRITERIA

Proposals will be evaluated by a Selection Committee, serving as the Village’s Audit Committee in accordance with Section 218.391, F.S., which will evaluate and rank Proposals on the criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate Village personnel, as deemed necessary, with the appropriate experience and/or knowledge. The criteria are itemized with their respective weights for a maximum total of **one hundred (100)** points per Evaluation/Selection Committee member.

<u>TECHNICAL CRITERIA</u>	<u>POINTS</u>
Proposer’s relevant experience, qualifications, past performance and experience, and qualification of key personnel who will be assigned to this project	40
 <u>AUDIT APPROACH</u>	
Proposer’s approach to providing the services requested in this Solicitation	35
 <u>LOCAL PREFERNCE</u>	
Proposer’s located in Palm Beach County	10
 <u>DRUG FREE WORK PLACE</u>	
Proposer with an established Drug Free Work Place Program	5
 <u>PRICE CRITERIA</u>	
Proposer’s proposed fees and prices	10
TOTAL	<u>100</u>

7.3 ORAL PRESENTATIONS

Upon initial completion of the criteria evaluation indicated above, rating and ranking, the Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. Upon completion of the oral

presentation(s), the Evaluation/Selection Committee will perform a final review to re-evaluate, re-rate, and re-rank the Proposals remaining in consideration based upon the written documents, combined with the oral presentation. In such circumstances, the initial ranking of the Proposers shall be considered a preliminary ranking until after the oral presentations are completed.

7.4 PRICE OFFERS AND EVALUATION

After the evaluation of the technical Proposal, the Village will evaluate the price Proposals of those Proposers remaining in consideration. The price Proposal will be evaluated subjectively in combination with the technical Proposal, including an evaluation of how well it matches the Proposer's understanding of the Village's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest-ranked Proposer. The Village reserves the right to negotiate the final terms, conditions, and pricing of the contract as may be in the best interest of the Village.

7.6 CONTRACT AWARD

Any contract resulting from this Solicitation will be submitted to the Village Manager or designee, and the Village Council for approval, as appropriate. Notification shall be posted when the Village Manager or designee makes an award recommendation. The contract award, if any, shall be made to the Proposer whose Proposal shall be deemed by the Village to be in the best interest of the Village. Notwithstanding the rights of protest listed herein, the Village's decision of whether to make the award and to which Proposer shall be final.

7.7 RIGHT TO PROTEST

Any actual Proposer aggrieved in connection with the solicitation or award of a contract may file a written protest in accordance with Section 58-6 of the Code of Ordinances.

8. SCHEDULE OF FEES

8.1 PROFESSIONAL FEES AND EXPENSES – VILLAGE OF PALM SPRINGS

ITEM	DESCRIPTION	HOURS	HOURLY RATES	TOTAL
i.	Partners		\$	\$
ii.	Manager		\$	\$
iii.	Supervisory Staff		\$	\$
iv.	Staff		\$	\$
TOTAL				\$

ITEM	AUDIT PERIOD ENDING	TOTAL HOURS PROJECTED	TOTAL FEE
i.	September 30, 2016		\$
ii.	September 30, 2017		\$
iii.	September 30, 2018		\$
iv.	September 30, 2019		\$
iv.	September 30, 2020		\$
TOTAL			\$

8.2 INCLUDE PRICE OF POTENTIAL 5-YEAR CONTRACT EXTENSION AT THE END OF FIRST CONTRACT TERM:

ITEM	AUDIT PERIOD ENDING	TOTAL HOURS PROJECTED	TOTAL FEE
i.	September 30, 2021		\$
ii.	September 30, 2022		\$
iii.	September 30, 2023		\$
iv.	September 30, 2024		\$
iv.	September 30, 2025		\$
TOTAL			\$

9. PROPOSAL SUBMITTAL FORMS

9.1 FORMS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services offered to the Village if the Proposer is determined to be the most responsive and responsible Proposer.

- a. Acknowledgment of Addenda
- b. Proposal Submittal Signature Page
- c. Conflict of Interest Disclosure Form
- d. Notification of Public Entity Crimes Law
- e. Drug-Free Work Place
- f. Non-Collusion Affidavit
- g. Truth-In-Negotiation Certificate

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name

Signature

Name and Title (Print or Type)

Date

PROPOSAL SUBMITTAL SIGNATURE PAGE

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the Village, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Street Address:

Mailing Address (if different from Street Address):

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Employer Identification Number: _____

Prompt Payment Terms: _____% _____ days' net _____ days

Signature: _____
(Signature of authorized agent)

Print Name: _____

Title: _____

Date: _____

By signing this document, the Proposer agrees to all terms and conditions of this Solicitation and the resulting contract/agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE VILLAGE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the Village of Palm Springs.

Furthermore, all Proposers must disclose the name of any Village employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer’s firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term “conflict of interest” refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee’s professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, 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 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

DRUG-FREE WORKPLACE

_____ Is a drug-free workplace and has
(Company Name)

a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is _____ of _____, the Proposer that has submitted a Proposal to perform work for the following:

RFP No.: _____ Title: _____

b. He/She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such Solicitation.

c. Such Proposal is genuine and is not a collusive or sham Proposal.

d. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed contract.

e. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 2016, by _____, who is personally known to me or who has produced _____ as identification.

SEAL

Notary Signature _____
Notary Name: _____
Notary Public (State): _____
My Commission No: _____
Expires on: _____

TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants:

- i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and
- ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer.

Name: _____

Title: _____

Date: _____

Signature: _____

***Proposal to Provide Independent Auditing Services
RFP No. 2016R-006***

August 26, 2016

VILLAGE OF PALM SPRINGS, FLORIDA



 **CALER, DONTEN, LEVINE,
COHEN, PORTER & VEIL, P.A.**

CERTIFIED PUBLIC ACCOUNTANTS

**505 South Flagler Drive, Suite 900
West Palm Beach, Florida 33401
(561) 832-9292**

***Contact Persons:
Scott L. Porter, Partner
Mark D. Veil, Partner***

Table of Contents

	Page
Transmittal Letter	1
Firm Background and Qualifications	
Firm Background and History	6
Firm Officers and Directors	7
Our Professional Staff.....	8
Independence	8
Conflicts of Interest.....	8
Professional Associations	9
Firm License to Practice in Florida.....	9
Insurance Requirements.....	9
AICPA Governmental Audit Quality Center (GAQC).....	10
Disciplinary Actions and Federal/State Reviews.....	10
Litigation.....	11
Quality Control and Peer Review Reports.....	11
Governmental and Engagement Team Experience	
Government Audit Experience	15
Current Government Audit Clients	15
Single Audit Experience	16
Experience Preparing Governmental Financial Statements and the Certificate of Achievement	17
Client References	19
Sample CAFR from a Client Reference.....	20
Engagement Team Experience	21
Resumes for Our Engagement Team	22
License Documentation from the Board of Accountancy.....	35
Work Plan and Audit Approach	
Segmentation of Audit Procedures	40
Staff Assigned to Audit Segments	41
Sample Sizes and Statistical Sampling	42
Computer Audit Approach.....	43
Analytical Procedures	45
Understanding and Documenting Internal Control.....	45
Legal Compliance Documentation	48
Compliance Audit Sample Selection	48
Tentative Schedule.....	49
Fee Schedule	49
Forms and Other Information	
Acknowledgement of Addenda.....	52
Proposal Submittal Signature Page	55
Conflict of Interest Disclosure Form	56
Notification of Public Entity Crimes Law	57
Drug-Free Work Place	58
Non-Collusion Affidavit	59
Truth-In-Negotiation Certificate	60



CALER, DONTEN, LEVINE, COHEN, PORTER & VEIL, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

505 SOUTH FLAGLER DRIVE, SUITE 900
WEST PALM BEACH, FL 33401-5948

TELEPHONE (561) 832-9292
FAX (561) 832-9455

info@cdlcpa.com

MEMBERS
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

FLORIDA INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

WILLIAM K. CALER, JR., CPA
LOUIS M. COHEN, CPA
JOHN C. COURTNEY, CPA, JD
DAVID S. DONTEN, CPA
JAMES B. HUTCHISON, CPA
JOEL H. LEVINE, CPA
JAMES F. MULLEN, IV, CPA
MICHAEL J. NALEZYTY, CPA
THOMAS A. PENCE, JR., CPA
SCOTT L. PORTER, CPA
MARK D. VEIL, CPA

August 25, 2016

**Audit Selection Committee
The Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461**

We are pleased to present our proposal to provide financial audit and accounting services for the Village of Palm Springs, Florida. We are very proud of our Firm, our clients, and our professionals and we hope this proposal conveys how strongly we desire to continue to work with the Village.

Having worked with the Village for several years, we understand the Village's history, the Village's financial structure and funds, the details of the Village's operations, policies and future challenges and opportunities. Equally as important, we have a clear understanding of your needs and the qualities the Village is seeking in their auditors. Caler, Donten & Levine is the right firm to meet your expectations by continuing to perform a thorough, quality audit in the timely and efficient manner that you expect. We remain committed to being a local, professional resource for the Village and are available throughout the year to meet with you, answer questions and advise the Council, Village Manager and Finance Staff on matters that will ensure the financial stability and thorough, transparent financial reporting of the Village to the public.

Based on your Request for Proposal, our engagement will be a financial and compliance audit of the Village of Palm Springs, Florida, in accordance with U.S. generally accepted governmental accounting standards; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General for the State of Florida. In addition, we will perform a Federal or Florida Single Audit, if required, and issue all required reports. As demonstrated by our prior engagements, we have the team to complete all work and issue the final reports within the time schedules required by the Village.

About Our Firm

Caler, Donten, Levine, Cohen, Porter & Veil, P.A. was originally formed in 1987 with five partners and one secretary. Today, after 28 years in business, we are the leading full service, local CPA firm in Palm Beach County with over 90 professional and administrative employees at our office in downtown West Palm Beach at 505 S. Flagler Drive, Suite 900. Why has our growth been so dramatic? Very simply, we provide *the best client service at a reasonable price.*

Our firm was created by local partners with a vision. Each of our partners was associated with one of the “Big Four” international accounting firms, but recognized that there was an opportunity to fulfill a need in our community with a new type of firm. Our philosophy was to combine the knowledge and experience of seasoned professionals from an international firm background with the responsiveness and flexibility possible with a local CPA firm. We are proud of our heritage as a local firm serving local clients in Palm Beach County. As a client of our firm, you will deal directly with local partners that have the knowledge, experience and authority to answer your questions and make critical business decisions without delay.

Our partners are the owners and the decision-makers for our Firm. When you need an answer, the partner you know and work with during the audit will make the decision and provide you with an accurate, timely response. This means that the Village’s audit and important decisions will not be delayed waiting on approval from an unknown and unseen partner in an out-of-town office. While the offerings of large, regional and national firms may seem appealing, there can be independence issues with those firms selling add-on services and the large overhead costs for the home office operations in another county or state that you never see. Our focus has always been on local Palm Beach County clients and our local community. Unlike firms based in another county or State that have a satellite office here, our commitment and our resources are devoted to Palm Beach County. This means the Village can count on Caler, Donten & Levine to fulfill our promises, as we always have, and not worry about staff being diverted to a bigger client elsewhere in the State.

Why Continue with Caler, Donten, Levine, Cohen, Porter & Veil, P.A.?

As you consider whether the Village should continue its professional relationship with Caler, Donten & Levine, we suggest that you ask the following questions:

- ***Is the Village receiving a thorough, quality audit?***
- ***Are our auditors knowledgeable about the Village’s operations and history?***
- ***Are our auditors professional, technically proficient, and interested in you?***
- ***Does the Village have an open line of communication for technical questions and advice from the engagement partner and fieldwork manager?***
- ***Are our auditors always available and responsive to questions and the needs of the Village?***
- ***Are our auditors flexible in adjusting to the work schedule of the Village and unexpected circumstances?***
- ***Are our auditors involved in and knowledgeable of events in Palm Beach County that affect the Village?***
- ***Is the Village getting the quality service and value it deserves?***

If you believe, as we do, that the answer to all of these questions is an unequivocal YES, then what benefits can the Village expect from the substantial investment of your time and resources to educate and train new auditors about your operations?

Is it simply good practice to change auditors for a “fresh look” every few years or adopt an “auditor rotation” policy?

The Question of Auditor Rotation and a “Fresh Look”

Some people advocate the rotation of auditors to maintain auditor independence and often mention the benefit of a “fresh look” at an organization. Some auditors even tout a “fresh look” in seeking new engagements. However, the most widely recognized and objective study was performed by the U.S. General Accounting Office (GAO), which issued an independent report on auditor rotation to the U.S. Congress in November 2003. That report by the GAO, titled *Public Accounting Firms - Required Study on the Potential Effect of Mandatory Audit Firm Rotation*, concluded the following:

“We believe that mandatory audit firm rotation may not be the most efficient way to enhance auditor independence and audit quality, **considering the costs of changing the auditor of record and the loss of auditor knowledge** that is not carried forward to the new auditor.”

The GAO research identified several other concerns with *changing* auditors, but the major issue identified in the report was:

“...changing public accounting firms **increases the risk of an audit failure** in the initial years of the audit as the new auditor acquires the knowledge of an organization’s operations, systems, and financial reporting practices.”

Today, even after the Sarbanes-Oxley Act (SOX) made major changes in the public accounting profession, the average audit firm tenure among the Fortune 1000 companies still averages well over 20 years, with some exceeding 50 years. These large public companies, the U.S. government, the American Institute of Certified Public Accountants and other professionals have all concluded that changing audit firms for the sake of change is not recommended and may even have adverse effects on audit quality.

We have provided excellent service to the Village and developed a tremendous institutional knowledge of the Village’s history, operations and practices. We hope you will consider the value of this continuity and experience to a quality audit for the Village and the recommendations of other independent, nationally recognized organizations in making your decision. In summary, the time honored saying “*If it ain’t broke, don’t fix it*”, applies here too.

Caler Donten & Levine is the Best Choice

As you review the proposals for independent auditors, many firms will present qualified personnel and experience. In fact, some firms may appear to be equal choices. However, we suggest you consider the following:

Proven Experience and Continuity – *How much of the work on the Village’s audit will actually be performed by a local partner and engagement team with years of experience with the Village and on similar, local municipalities?*

The “*key members*” of our audit team; partners Scott Porter, CPA and Mark Veil, CPA each with over 30 years’ experience, will continue our commitment of high level professional time to the Village’s audit. Further, we will commit to return our complete engagement team from the Village’s prior audit; audit manager, Michele Schneider, CPA; audit supervisor, Andrew Ford, CPA; audit senior, Nick Raiola; and advanced staff accountant, Andrea Friddle. In addition, we will continue our commitment to the Village **to maintain this experienced team for the term of our engagement and we will not make any unilateral changes in the audit team without your approval.** This guarantee of the continuity of our audit team demonstrates our commitment to ensuring the Village has a knowledgeable, professional, and experienced audit team that cannot be matched by any other firm and we won’t waste your valuable staff time with on the job training of new or inexperienced accountants. We have a history of quality service, quality audits, quality professionals and quality reporting that will continue with our proven, experienced team.

In addition, a **key consideration is whether other audit firms have an experienced computer audit specialist on the engagement, like Caler, Donten & Levine,** and if not, can they really perform a quality audit of the Village without a complete and thorough review of your financial computer systems, security, and internal controls?

Local Office, Local Experience and Local Professionals - *How many firms have a local, home office with as much governmental experience as Caler, Donten & Levine?*

Our Firm has one office in West Palm Beach and our government clients are all located here, in Palm Beach County. Our office has been in the same location for 28 years. All decisions about your audit are made here, by the local partners you know. We work only on Palm Beach County government clients, so all our focus and priorities are here in Palm Beach County, not in Broward and Dade County. Our partners and staff are all local professionals; we don’t rely on professional staff, computer audit specialists, independent reviewers or government experts from offices in other cities or counties to complete the Village’s audit. This means your audit will not be delayed by needed approvals from unnamed professionals outside Palm Beach County who have no direct connection to the Village. It also means that the Village’s local dollars stay in Palm Beach County.

Commitment to the Village and Year-round Communication - *How many firms are truly committed to assisting you and contributing to the continued success of the Village?*

We have always encouraged the Village to ***consider our Firm a resource*** and call on us throughout the year to discuss new ideas, questions and concerns. We take great pride in assisting our clients, answering questions, advising you on what other local governments are doing in our community and providing a timely response to your needs. Our partners are the owners and decision-makers for our Firm. This means you will get a timely, accurate answer that you can rely on without waiting for people in another office, county or state. You know the Village’s engagement partner, Scott Porter, and you will see him on-site and involved in all aspects of the Village’s audit. Most importantly, Scott is always accessible and responsive to the needs of the Village. Our commitment is to always be available to help you and to ensure that there are no last minute surprises. Our history proves it.

Value - How much value will the Village receive from each firm's audit proposal?

As with most things, the lowest price may not always be the best value, and this is particularly true for professional auditing services where there can be wide variations in the experience of auditors, the engagement hours for knowledgeable partners and managers, computer audit, independent review, and sample sizes for testing. These differences often appear in the form of lower fees and lower hours, but result in lower audit quality. Some would say that all audit opinions are equal so the lowest fee is best, but ultimately the real question is the risk to personal and professional reputations of an audit failure. Caler, Donten & Levine has an outstanding record of audit quality. In our Firm's 28 year history, we have ***never had an audit failure, never had litigation involving an audit, never had any disciplinary action for an audit and have never had a Federal or State agency request a review of an audit.*** Likewise, our independent peer reviews by outside CPA firms have a ***28 year history of unqualified opinions on our audit quality*** with no letters of comment. No other firm we know of can match our history of audit quality. As evidenced by our record, quality is our first priority and we have never shortcut audit procedures or made aggressive judgments to reduce the scope of our audit work just to lower the hours on an engagement. When you consider audit fees, **consider the value demonstrated by our record of quality auditing**, consider our knowledge and experience with local governments and consider the proven record of our team with the Village. As with most things, you get what you pay for. **Is anything less worth the risk?**

Caler, Donten & Levine continues to be the most qualified firm to serve as the Village's independent auditors. As the leading local firm in Palm Beach County, we value our relationship with the Village and we look forward to meeting the high standards that the Village deserves and expects. We will continue to prove our abilities to you every day because our future reputation depends on what you tell others about our people and our quality of service. If you would like to talk with us further on any matter presented in our proposal, please call Scott Porter or Mark Veil at (561) 832-9292.

On behalf of Caler, Donten, Levine, Cohen, Porter & Veil, P.A.



Scott L. Porter, CPA
Partner

FIRM BACKGROUND AND QUALIFICATIONS

Firm Background and History

Caler, Donten, Levine, Cohen, Porter & Veil, P.A. was originally formed in 1987 as a Florida corporation with five partners and one secretary. Today, it is the leading full service, local CPA firm in Palm Beach County with more than 90 employees. Our office is located at 505 S. Flagler Drive, Suite 900, West Palm Beach, Florida 33401. Our Firm has been in business and provided continuous public accounting services for 28 years at the same location.

Our office provides all of the traditional accounting services, including accounting, auditing, tax planning and compliance, consulting, bookkeeping, family office, litigation support and business valuation services. Our depth of local resources allows the Firm to provide a variety of accounting, auditing and tax assistance to Village Management beyond the annual audit. This includes advice on new governmental accounting standards and their implementation, answering tax related questions on payroll and employee benefits and any forensic or litigation support consultation or services, should a need ever arise. We purposely committed our resources in these traditional services in order to be able to provide the highest quality service to our clients. We never ventured into areas that might create conflicts of interest, such as investment advisory services, computer hardware and software installation services, insurance services, etc. because our independence and focus on performing quality audit services is of paramount importance.



Our firm was created by partners with a vision. Each of our partners was associated with one of the “Big Four” international accounting firms but recognized that there was an opportunity to fulfill a need in our community with a new type of firm. Our philosophy was to combine the knowledge and experience of seasoned professionals from an international firm background with the responsiveness and flexibility possible with a local CPA firm. We eliminated the typical staff pyramid in favor of a new structure where much of the work is performed by our partners and experienced professionals, not by new staff or trainees. As a client of our firm, you will deal directly with local partners that have the knowledge, experience and authority to answer your questions and make critical decisions.

As the leading local firm in our area, our goal is to provide you with the very best quality service and personal attention to your specific needs. Our audit partners combine the professionalism and experience gained through over twenty years supervising government audits in the West Palm Beach office of Ernst & Young with the pride, commitment, and responsiveness to your needs that you would expect and only get from local business owners.



The Firm is registered with the Florida Department of Professional Regulation and is a member in good standing of the American Institute of Certified Public Accountants, the Florida Institute of Certified Public Accountants, the Government Finance Officers Association, the Florida Government Finance Officers Association, the Palm Beach County League of Cities and the Association of Government Accountants.

Firm Officers and Directors

As required by Section 6.2 of the Village’s Request for Proposal, the names and addresses of the corporate officers of Caler, Donten, Levine, Cohen, Porter & Veil, P.A. are as follows:

William K. Caler, Jr.
Secretary, Director
234 Dyer Road
West Palm Beach, FL 33405

Louis M. Cohen
President, Director
732 Sandy Point Lane
Palm Beach Gardens, FL 33410

John C. Courtney
Vice-President
505 South Flagler Drive, Suite 900
West Palm Beach, FL 33401

David S. Donten
Vice-President, Director
2334 Palm Harbour Drive
Palm Beach Gardens, FL 33410

James B. Hutchison
Vice-President
625 Pilot Road
North Palm Beach, FL 33408

Joel H. Levine
Vice-President, Director
2050 Sunderland Avenue
Wellington, FL 33414

James F. Mullen, IV
Treasurer
2904 North Miller Drive
Palm Beach Gardens, FL 33410

Michael J. Nalezty
Vice-President
800 Jeffrey Street #111
Boca Raton, FL 33487

Thomas A. Pence
Vice-President
7535 SE Forest Oak Lane
Hobe Sound, FL33455

Scott L. Porter
Vice-President, Director
14211 Little Cypress Circle
Palm Beach Gardens, FL 33410

Mark D. Veil
Vice-President, Director
107 Woodsmuir Court
Palm Beach Gardens, FL 33418

Our Professional Staff

Our professional staff are all members in good standing with the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants. Our professionals are also outstanding members of our community who recognize their obligation to return some of the success they have enjoyed. The professionals in our Firm are individuals of diverse talents and interests who devote considerable personal time to serving as officers and board members of local civic, cultural, charitable, religious, hospital and not-for-profit organizations, as well as Chambers of Commerce and various professional associations.

The number of staff currently employed by Caler, Donten, Levine, Cohen, Porter & Veil, P.A. is as follows:

Professional Staff Level	Total Staff	Professional Audit Staff	Number of CPAs on Audit Staff
Partner/Director	13	3	3
Senior Manager/Manager	14	3	3
Supervisor/Senior Staff/Administrative	17	5	3
	47	4	1
Totals	91	15	10

The commitment and involvement of our Firm with governmental auditing in Palm Beach County, means all of the Firm's professional audit staff are experienced with government audit engagements.

Independence

Caler, Donten, Levine, Cohen, Porter & Veil, P.A. and our staff are independent of the Village of Palm Springs, Florida, pursuant to U.S. generally accepted auditing standards and *Government Auditing Standards*, issued by the Comptroller General of the United States.

Conflicts of Interest

Caler, Donten, Levine, Cohen, Porter & Veil, P.A. has no conflicts of interest with the Village of Palm Springs. Specifically, no officer, director, employee or agent of our Firm is an employee of the Village of Palm Springs and no member of our engagement team for the Village audit is related to any employee of the Village. Our Firm's system of quality control is specifically designed to identify any potential conflicts and should any potential conflicts emerge during the term of our engagement, we will immediately provide the Village with written notice of the circumstances.

Professional Associations

The Firm is registered with the Florida Department of Professional Regulation (Board of Accountancy) and is a member in good standing of the following professional organizations directly related to our audit services:

- American Institute of Certified Public Accountants (AICPA)
- AICPA Governmental Audit Quality Center (GAQC)
- AICPA Employee Benefit Plan Audit Quality Center (EBPAQC)
- AICPA Private Companies Practice Section
- AICPA Not-for-Profit Membership Section
- Florida Institute of Certified Public Accountants (FICPA)
- Government Finance Officers Association (GFOA)
- Association of Government Accountants (AGA)
- Florida Government Finance Officers Association (FGFOA)

Firm License to Practice in Florida

Caler, Donten, Levine, Cohen, Porter & Veil, P.A. is licensed to practice public accounting in the State of Florida. The Firm has provided continuous certified public accounting services, including audits of local governments in Palm Beach County, since 1987. A copy of the Firm's professional license is included below.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ACCOUNTANCY

LICENSE NUMBER	
A00012997	

The ACCOUNTANCY CORPORATION
Named below IS LICENSED
Under the provisions of Chapter 473 FS.
Expiration date: DEC 31, 2017



CALER, DONTEN, LEVINE, COHEN, PORTER & VEIL, P.A.
505 S FLAGLER DR
SUITE 900
WEST PALM BEACH FL 33401



Insurance Requirements

The Firm's current insurance meets or exceeds the insurance requirements of the Village as specified in paragraph 4.4 of the Request for Proposal. We will be pleased to provide the Village a Certificate of Insurance as requested.

AICPA Governmental Audit Quality Center (GAQC)

Caler, Donten & Levine has committed to adhere to the highest governmental quality standards as a member of the American Institute of Certified Public Accountants' (AICPA) Governmental Audit Quality Center for CPA firms.

The Center is a voluntary membership Center for CPA firms that demonstrate and adhere to the highest professional, quality standards in performing governmental audits, including all audits and attestation engagements performed under *Government Auditing Standards* and OMB Circular A-133 for federal, state, or local governments; not-for-profit organizations; and certain for-profit organizations that receive federal assistance. Center membership demonstrates the highest quality recognition available and provides its members with access to a wealth of comprehensive resources on performing quality governmental audits. The Center membership provides us with timely information on a variety of technical, legislative and regulatory subjects that we can in turn apply to your audit to help ensure compliance with the appropriate standards and changes in regulations.

As a member of the Governmental Audit Quality Center, we are committed to perform the highest quality governmental audits possible. We demonstrate our commitment by voluntarily agreeing to adhere to the Center's significant membership requirements, including designating a partner to be responsible for the quality of our governmental audit practice, establishing enhanced quality control programs, performing annual internal inspection procedures, and making our firm's peer review report findings publicly available. Our Governmental Audit Quality Center membership allows us to continue our quality initiatives within our governmental audit practice and demonstrates our continued commitment to deliver the most efficient quality audit possible to our clients.

In addition to the Governmental Audit Quality Center, our Firm is also a member of the AICPA Employee Benefit Plan Audit Quality Center (EBPAQC). Similar to the Governmental Audit Quality Center, the EBPAQC is a voluntary membership Center whose members demonstrate and adhere to the highest professional, quality standards in performing audits of employee benefit plans. This is important to the Village and a value-added benefit of our audit of the three defined benefit pension plans sponsored by the Village.

We encourage you to consider whether other firms have made this same commitment of time and effort to audit quality in the government sector by participating in BOTH the Governmental and Employee Benefit Plan Audit Quality Centers.

Disciplinary Actions and Federal/State Reviews

In our history, the Firm, its partners and our professional staff have *never* been the subject of disciplinary actions by any regulatory bodies or professional organizations and has *never* received any findings resulting from Federal or State desk reviews or field reviews of our audits.

Litigation

In our history, the Firm, its partners and our professional staff have *never* been the subject of professional litigation. Our professional record is unmatched by any other firm and provides an excellent reference for the quality audit the Village has and will continue to receive from Caler, Donten, Levine, Cohen, Porter & Veil, P.A.

Quality Control and Peer Review Reports

Caler, Donten, Levine, Cohen, Porter & Veil, P.A. is a member of the American Institute of Certified Public Accountants Private Companies Practice Section, an organization of CPA firms dedicated to maintaining the highest standards of quality.

As a part of this program, each member firm must establish an internal quality control program and submit to an independent peer review every three years. Our quality control program and government audit engagements, as required by the Government Audit Quality Center and Employee Benefit Plan Audit Quality Center, have been extensively audited by an independent firm in connection with the Division's peer review program.

Since our Firm's inception, we have received an **unqualified opinion or "Pass" on the quality of our audit practice, government audit engagements and employee benefit plan audit engagements. This is the highest level of achievement and recognition in the peer review program.**

In addition, we have never received a letter of comments or deficiencies for any of our peer reviews since our Firm's inception. This exceptional achievement means that there were no areas where the peer reviewers recommended improvements in the way our audits are performed. In the world of accounting firms, this is equivalent to receiving no management letter comments and no Certificate of Achievement comments covering all our prior years of practice.

In selecting our peer review firm, we searched for the same professionalism, quality and experience we strive to provide our clients. Our peer reviews for 2015 and 2012 were performed by Dixon Hughes Goodman (DHG), a large, multi-state, regional firm with over 1,200 people and a recognized leader in the peer review of CPA firms. DHG's business includes a substantial governmental audit practice with a national director of governmental accounting. The DHG professionals for our 2015 and 2012 peer review teams included their national director of governmental accounting, providing a highly experienced review of this major practice area for our Firm and again assuring our clients that the highest quality standards are followed in our governmental audits.





Few, if any, other local audit firms have sought the services of a national peer review firm and consistently exceeded the audit quality standards on a national level, like Caler, Donten and Levine.

A copy of our 2015 and 2012 peer review reports from DHG appears on the following pages.

System Review Report

To the Shareholders of
Caler, Donten, Levine, Cohen, Porter & Veil, P.A.
and the Peer Review Committee of the Florida Institute of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Caler, Donten, Levine, Cohen, Porter & Veil, P.A. (the firm) in effect for the year ended June 30, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Caler, Donten, Levine, Cohen, Porter & Veil, P.A. in effect for the year ended June 30, 2015 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Caler, Donten, Levine, Cohen, Porter & Veil, P.A. has received a peer review rating of *pass*.

Dixon Hughes Goodman LLP

December 3, 2015



DIXON HUGHES GOODMAN LLP
Certified Public Accountants and Advisors

System Review Report

November 15, 2012

To the Shareholders of
Caler, Donten, Levine, Cohen, Porter & Veil, P.A.
and the Peer Review Committee of the Florida Institute of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Caler, Donten, Levine, Cohen, Porter & Veil, P.A. (the firm) in effect for the year ended June 30, 2012. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Caler, Donten, Levine, Cohen, Porter & Veil, P.A. in effect for the year ended June 30, 2012, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Caler, Donten, Levine, Cohen, Porter & Veil, P.A. has received a peer review rating of *pass*.

Dixon Hughes Goodman LLP

GOVERNMENTAL AND ENGAGEMENT TEAM EXPERIENCE

Governmental Audit Experience

Caler, Donten & Levine has been providing financial audit and accounting services for local governmental entities since the Firm's founding in 1987. The government sector has always been a significant portion of our audit practice. As a result of the number of governmental audits that the Firm does, we have a significant amount of technical expertise in the governmental sector. This allows us to consult on technical issues that we experienced at one client and use that knowledge gained for the benefit of all our clients. This also allows us to make suggestions to our clients based on best practices that we see at a variety of our other clients. We believe that this is a significant benefit to our clients. We are in contact with our clients throughout the year and are always available to answer questions or meet with you to discuss any questions or matters of concern.

Current Government Audit Clients

We are very proud to be the auditors for the following government organizations in our area. The size and diversity of these governments provide a wide range of experience, but equally as important, is the date of our first engagement for these clients, indicated in parenthesis. Our long association with our clients, some since our founding in 1987, is an indication of the quality, professionalism and service we provide. We do everything we can to work with our clients to make the audit a productive process with as little disruption to their daily routines as possible. We are proactive in dealing with issues as early as possible to prevent last minute surprises. As local business owners, we are committed to long-term relationships with audit clients in our local community. Our current clients include:

- City of Delray Beach (2004)
- City of Boynton Beach (2003)
- Town of Juno Beach (1987)
- Town of Jupiter (1994)
- Village of Palm Springs (2002)
- Village of Royal Palm Beach (1993)
- Children's Services Council of Palm Beach County (2015)
- Palm Beach County Airport/Water Utilities (1992)
- Palm Beach County Housing Finance Authority (2001)
- Delray Beach Community Redevelopment Agency (1990)
- West Palm Beach Downtown Development Authority (2006)

In addition to our current clients, our partners also previously directed audits for the following local governments at CDL or at the local office of Ernst & Young prior to forming Caler, Donten & Levine:

- City of Lake Worth
- City of Palm Beach Gardens

- City of West Palm Beach
- City of North Lauderdale
- City of Pembroke Pines
- Town of Gulf Stream
- Village of North Palm Beach
- Village of Wellington
- Town of Lake Park
- Town of Jupiter Island
- Florida Inland Navigation District
- Health Care District of Palm Beach County
- Solid Waste Authority of Palm Beach County

Single Audit Experience

Due to the large number of audits we perform annually for local governments and not-for-profit organization, our Firm and our engagement team for the Village have years of experience performing Federal and State Single Audits in accordance with the Federal Single Audit Act, U.S. Office of Management and Budget (OMB) Circular A-133, *Government Auditing Standards* and the Florida Single Audit Act. In fact, our experience dates to the initial years the Federal and State Single Audit Acts were adopted.

Our experience includes Single Audits of grant awards from nearly every major Federal and State awarding agency, including the following:

Federal Agencies

- | | |
|---|--|
| ● Department of Agriculture | ● Department of Labor |
| ● Department of Defense | ● Department of Transportation |
| ● Department of Education | ● Department of Treasury |
| ● Department of Energy | ● Environmental Protection Agency |
| ● Department of Housing and Urban Development | ● Federal Aviation Administration |
| ● Department of Health and Human Services | ● Federal Emergency Management Agency |
| ● Department of Homeland Security | ● Forestry Service |
| ● Department of Interior | ● National Archives and Records Administration |
| ● Department of Justice | ● National Endowment for the Humanities |

State Agencies

- | | |
|--|---|
| ● Department of Children and Families | ● Department of Highway Safety and Motor Vehicles |
| ● Department of Community Affairs | ● Department of Law Enforcement |
| ● Department of Corrections | ● Department of State |
| ● Department of Elder Affairs | ● Department of Transportation |
| ● Department of Education | ● Florida Housing Finance Corporation (SHIP) |
| ● Department of Environmental Protection | |
| ● Department of Health | |

Experience Preparing Governmental Financial Statements and the Certificate of Achievement

During the past 30+ years, our partners have assisted local governments in preparing their annual financial statements and attaining and maintaining their GFOA Certificate of Achievement for Excellence in Financial Reporting.

Governmental Financial Statements

Our Firm currently assists all of our local government clients in preparing their annual financial statements. We assist our clients' finance staff in drafting the financial statements, notes to the financial statements and other supplementary information in Word and Excel templates and provide them with a clean draft for their review. Our role in preparing the financial statements is to provide high quality statistical typing and proofing of the annual financial statements and technical advice on improving financial transparency and disclosures to the public. When the drafts are finalized, we will print and bind the final reports, as well as provide electronic copies in pdf format. We currently prepare the annual financial statements for the following local government clients.

- City of Delray Beach
- City of Boynton Beach
- Town of Jupiter
- Town of Juno Beach
- Village of Palm Springs
- Village of Royal Palm Beach
- Children's Services Council of Palm Beach County
- Palm Beach County Water Utilities
- Palm Beach County Housing Finance Authority
- Delray Beach Community Redevelopment Agency
- West Palm Beach Downtown Development Authority

Certificate of Achievement

The Government Finance Officers Association (GFOA) of the United States and Canada has awarded a Certificate of Achievement for Excellence in Financial Reporting to the Village of Palm Springs for its Comprehensive Annual Financial Report (CAFR) for many consecutive years. The Certificate of Achievement is the highest recognition of achievement in governmental accounting and financial reporting.

As part of the financial statement preparation and review process, we review each section of the CAFR for compliance with the requirements of the Certificate Program. Scott Porter was a member for 10 years of the Special Review Committee of the GFOA that reviews governmental audit reports for award of the Certificate. In addition, our partners' experience includes audits for the following current local government clients of our Firm that currently hold a Certificate of Achievement:

- City of Delray Beach
- Town of Juno Beach
- Town of Jupiter
- Village of Palm Springs
- Village of Royal Palm Beach
- Children's Services Council of Palm Beach County
- Palm Beach County Water Utilities

We are very proud to state that during our partners' involvement with these local governments, **each has received *successive* Certificates of Achievement.** This impressive record is a direct result of the commitment of our partners to local governments and the Certificate of Achievement Program. The participation and success of the Village in the Certificate of Achievement Program is a high priority and great source of pride for the members of our engagement team.

Client References

Below is a list of engagements that represent a cross-section of the governmental audits our partners have performed that are similar in scope and complexity to the audit of the Village of Palm Springs. We sincerely hope that the Village has an opportunity to contact these local governments to ask them about our knowledge, experience, and commitment to personal service.

<i>Government / Date / Engagement Partner</i>	<i>Scope of Work</i>	<i>Client Contact</i>
<p>Town of Jupiter (Certificate of Achievement)</p> <p>1994 to Present</p> <p>Scott Porter</p>	<p>Financial Statement Audit Water and Sewer Utility Single Audit Bond Compliance Management Letter</p>	<p>Mr. Michael Villella Finance Director 210 Military Trail Jupiter, FL 33458 (561) 746-5134</p>
<p>City of Delray Beach (Certificate of Achievement)</p> <p>2004 to Present</p> <p>Scott Porter</p>	<p>Financial Statement Audit Water and Sewer Utility Single Audit Bond Compliance Management Letter</p>	<p>Mr. Jack Warner Chief Financial Officer 100 NW 1st Avenue Delray Beach, FL 33444 (561) 243-7117</p>
<p>City of Boynton Beach</p> <p>2003 to Present</p> <p>Scott Porter</p>	<p>Financial Statement Audit Water and Sewer Utility Single Audit Bond Compliance Management Letter</p>	<p>Mr. Tim Howard Finance Director 100 E Boynton Beach Boulevard Boynton Beach, FL 33435 (561) 742-6311</p>
<p>Village of Royal Palm Beach (Certificate of Achievement)</p> <p>1993 to Present</p> <p>Mark Veil</p>	<p>Financial Statement Audit Water and Sewer Utility Single Audit Bond Compliance Management Letter</p>	<p>Mr. Stanley Hochman Finance Director 1050 Royal Palm Beach Boulevard Royal Palm Beach, FL 33411 (561) 790-5112</p>

Sample CAFR from a Client Reference

Below is a CD containing a copy of the 2015 Comprehensive Annual Financial Report (CAFR) for the Town of Jupiter, Florida.

Engagement Team Experience

The Village is managed by knowledgeable professionals with many years of experience and you have a right to expect the same skills from your auditors. Our audit team meets this expectation in one very simple way. Our best and most experienced auditors will continue to perform the Village's audit. We are committed to maintaining our current engagement team for the Village, not just the "key members", and we will not make any unilateral changes in the team for the full term of our contract with the Village.

Our engagement team for the Village's audit and their estimated involvement as a percentage of total engagement hours are as follows:

Scott Porter, CPA	- Engagement Partner (key member)	18%
Mark Veil, CPA	- Independent Review Partner (key member)	1%
Michele Schneider, CPA	- Audit Manager	17%
Andrew Ford, CPA	- Audit Supervisor	29%
Nick Raiola	- Audit Senior	19%
Andrea Friddle	- Advanced Staff	16%

A team of experienced professionals performing your audit is the only way to ensure thoroughness and quality, with an efficient audit process that does not waste your time. Our commitment to the highest level of professional staffing on engagements means that our engagement will also include a complete and thorough review of the Village's financial computer systems, security and internal control by an experienced computer audit specialist.

In our Firm, experienced and knowledgeable CPAs are the professionals examining your source documents, transactions and investments. We know what to look for and how to avoid potential problems. Compare the 60+ years of experience of our engagement partners, 20 years of experience of our manager and 6 years of experience of our supervisor, to other accounting firms using staff with 1 to 2 years of experience. We will ensure the Village deals only with knowledgeable professionals.

In today's world of audit firms, turnover is a major issue for firms and clients alike. The partner, manager and supervisor of our team, Scott Porter, Michele Schneider and Andrew Ford will provide continuity and stability of the audit for the Village for the entire term of our engagement. **This means that the valuable time of the Village's professionals is not wasted on training and re-training new auditors each year.**

Our engagement team for the Village also has hands-on audit experience in the following specialized areas of governmental accounting that are of critical importance to the future financial reporting of the Village:

- ≈ All aspects of Community Redevelopment Agency operations, including CRA's operated by the municipality's council and those operating with a governing board independent of the municipality's council.

- All aspects of Utility System operations, including water and sewer systems, stormwater systems, and building department operations.
- Operation of local, municipal defined benefit pension plans covering general employees, police officers and firefighters, as well as employees covered by the Florida Retirement System.
- Municipal bond financing, including general obligation bonds and issues secured by various special revenues, refunding bond issues, bank financings and interest rate swap agreements.
- Water, sewer and governmental capital improvement projects and long-term capital improvement plans, including those financed by bonded debt.
- Other Post Employment Benefit (OPEB) plans, which will become a key consideration when the Village adopts GASB Statements No. 74 and 75 in the coming years and must report these liabilities in the government-wide financial statements.
- Federal and State Single Audits of grant funds.
- Access to a large tax department within our Firm that is qualified to answer all of your tax questions.

Resumes for Our Engagement Team

As you will see from the resumes on the following pages, each member of our team has experience with a diverse range of large and small municipalities and special districts. Most importantly though, is the experience of our seasoned team with audits of local municipalities like the Village and the specialized operations of the Village's Utility System, three defined benefit pension plans and planned Community Redevelopment Agency. Combining this specialized experience with the availability of an experienced team working on-site at the Village during the audit, means that we will make timely decisions and discuss critical audit issues and recommendations with you as the audit progresses so there are ***no last-minute surprises***.

Each member of our audit team for the Village has met ***and exceeds*** the continuing professional education (CPE) requirements established by the American Institute of CPA's, the Florida Board of Accountancy and *Government Auditing Standards*, issued by the Comptroller General of the United States for their most recent individual reporting period. We assure the Village that all members of our audit team will continue to meet the government CPE requirements for the duration of their involvement on the audit.

As partners and owners of our Firm, the Village can be assured that our local partners, Scott Porter and Mark Veil, have the authority to make decisions for the Village's audit without waiting for approval from another office, perhaps in another county or state. **This means your audit will be completed correctly and timely and you will deal directly with the local partner that makes the decisions for your audit.** This commitment of experienced partner time will continue the quality, consistency and timeliness of the services the Village has received in prior years.

SCOTT L. PORTER, CPA, CGFM, CGMA

Audit Engagement Partner

Education Bachelor of Science in Accounting, Stetson University, Deland, Florida.

Scott is a licensed Florida CPA who began his career with Ernst & Young in West Palm Beach. After 11 years at Ernst & Young, Scott left to be a founding partner of Caler, Donten, Levine, Cohen, Porter & Veil, P.A.

Scott's governmental continuing professional education (CPE) exceeds the requirements of Florida Statutes and *Government Auditing Standards* issued by the Comptroller General of the United States.

Government Audit Experience Scott's experience with audits of local governments includes the following:

Municipalities	Special Districts and Other Entities
<ul style="list-style-type: none"> <input type="checkbox"/> City of Boynton Beach <input type="checkbox"/> City of Delray Beach <input type="checkbox"/> City of Lake Worth <input type="checkbox"/> City of Palm Beach Gardens <input type="checkbox"/> City of West Palm Beach <input type="checkbox"/> Town of Gulfstream <input type="checkbox"/> Town of Juno Beach <input type="checkbox"/> Town of Jupiter (including the Jupiter CRA) <input type="checkbox"/> Town of Jupiter Island <input type="checkbox"/> Town of Lake Park (including the Lake Park CRA) <input type="checkbox"/> Town of Palm Beach <input type="checkbox"/> Village of North Palm Beach <input type="checkbox"/> Village of Palm Springs <input type="checkbox"/> Village of Royal Palm Beach <input type="checkbox"/> Village of Wellington 	<ul style="list-style-type: none"> <input type="checkbox"/> Delray Beach Community Redevelopment Agency (CRA) <input type="checkbox"/> Children's Services Council of Palm Beach County <input type="checkbox"/> Florida Inland Navigation District <input type="checkbox"/> Health Care District of Palm Beach County <input type="checkbox"/> Housing Finance Authority of Palm Beach County <input type="checkbox"/> Palm Beach County Department of Airports <input type="checkbox"/> Palm Beach County Water Utilities Department <input type="checkbox"/> Solid Waste Authority of Palm Beach County <input type="checkbox"/> Treasure Coast Regional Utilities <input type="checkbox"/> West Palm Beach Downtown Development Authority

Single Audit Experience Scott has directed numerous Federal and State Single Audits for our government clients involving the following Federal and State agencies: Department of Environmental Protection, Department of Health and Human Services, Department of Housing and Urban Development, Department of Homeland Security, Department of Interior, Department of Justice, Department of Labor, Department of Transportation, Federal Aviation Administration, Federal Emergency Management Agency, and ARRA programs for various Federal agencies.

**Professional
Associations
and
Activities**

American Institute of Certified Public Accountants
 Chartered Global Management Accountant (CGMA)
 Florida Institute of Certified Public Accountants
 Committee on State and Local Government (past)
 Government Finance Officers Association (GFOA)
 Special Review Committee for the Certificate of Achievement (past)
 Florida Government Finance Officers Association (FGFOA)
 Technical Resources Committee (past)
 Association of Government Accountants
 Certified Government Financial Manager (CGFM)
 Palm Beach County Internal Audit Committee (past)
 Palm Beach County League of Cities
 Palm Beach County Health Care District
 Board member 1992 to 2000
 Governmental Audit Quality Partner for the Firm
 Employee Benefit Plan Audit Quality Partner for the Firm

**Continuing
Professional
Education (CPE)**

	<u>CPE Credit Hours</u>
AICPA Designated Partner 2014 Audit Planning	2
AICPA 401(k) Seminar	8
Florida GFOA 2014 Annual Conference	17
2014 Annual Government Sector Seminar	8
FGFOA Auditor General Update	2
GFOA Governmental GAAP Update	4
CDL In-house CPE 2014	8
GASB New Pension Standards	2
Internal Control Over Financial Reporting	2
2015 Annual Government Sector Seminar	8
CDL In-house CPE 2015	8
Florida GFOA 2015 Annual Conference	14
PPC Guide to Audits of Local Government-Single Audit	8
GASB Hot Topics	2
Ethics for Governmental CPAs	4
2016 Annual Government Sector Seminar	8
CDL In-house CPE 2016	8
Florida GFOA 2016 Annual Conference	15
Total CPE – prior three years	<u><u>128</u></u>

Scott’s continuing professional education (CPE) and governmental CPE exceeds all requirements of the AICPA, FICPA, Florida Board of Accountancy and *Government Auditing Standards* issued by the Comptroller General of the United States. Scott has attended **Ethics for Governmental CPAs in Florida**.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ACCOUNTANCY

LICENSE NUMBER	
AC0008487	

The CERTIFIED PUBLIC ACCOUNTANT
Named below IS LICENSED
Under the provisions of Chapter 473 FS
Expiration date: DEC 31, 2016



PORTER, SCOTT LINDSAY
CALER, DONTEN & LEVINE
505 S FLAGLER DR #900
WEST PALM BCH FL 33401-5992



MARK D. VEIL, CPA, CGFM, CGMA

Independent Review Partner

Education

Bachelor of Science in Accounting and Master of Accounting, University of Florida, Gainesville, Florida.

Mark is a licensed Florida CPA who began his career with Ernst & Young in West Palm Beach. After 9 years at Ernst & Young, Mark left to be a founding partner of Caler, Donten, Levine, Cohen, Porter & Veil, P.A.

Mark’s governmental continuing professional education (CPE) exceeds the requirements of Florida Statutes and *Government Auditing Standards* issued by the Comptroller General of the United States.

Government Audit Experience

Mark’s experience with audits of local governments includes the following:

Municipalities	Special Districts and Other Entities
<ul style="list-style-type: none"> <input type="checkbox"/> City of Boynton Beach <input type="checkbox"/> City of Delray Beach <input type="checkbox"/> City of Lake Worth <input type="checkbox"/> City of North Lauderdale <input type="checkbox"/> City of West Palm Beach <input type="checkbox"/> Town of Gulfstream <input type="checkbox"/> Town of Juno Beach <input type="checkbox"/> Town of Jupiter (including the Jupiter CRA) <input type="checkbox"/> Town of Jupiter Island <input type="checkbox"/> Town of Lake Park (including the Lake Park CRA) <input type="checkbox"/> Town of Palm Beach <input type="checkbox"/> Village of North Palm Beach <input type="checkbox"/> Village of Palm Springs <input type="checkbox"/> Village of Royal Palm Beach <input type="checkbox"/> Village of Wellington 	<ul style="list-style-type: none"> <input type="checkbox"/> Delray Beach Community Redevelopment Agency(CRA) <input type="checkbox"/> Children’s Services Council of Palm Beach County <input type="checkbox"/> Florida Inland Navigation District <input type="checkbox"/> Health Care District of Palm Beach County <input type="checkbox"/> Housing Finance Authority of Palm Beach County <input type="checkbox"/> Palm Beach County Department of Airports <input type="checkbox"/> Palm Beach County Water Utilities Department <input type="checkbox"/> Solid Waste Authority of Palm Beach County <input type="checkbox"/> Treasure Coast Regional Utilities <input type="checkbox"/> West Palm Beach Downtown Development Authority

Single Audit Experience

Mark has directed numerous Federal and State Single Audits for our government clients involving the following Federal and State agencies: Department of Environmental Protection, Department of Health and Human Services, Department of Housing and Urban Development, Department of Interior, Department of Justice, Department of Labor, Department of Transportation, Federal Aviation Administration, Homeland Security, Federal Emergency Management Agency.

**Professional
Associations
and
Activities**

American Institute of Certified Public Accountants
Chartered Global Management Accountant (CGMA)
Florida Institute of Certified Public Accountants
Past President of the East Coast Chapter
Florida Government Finance Officers Association (FGFOA)
Association of Government Accountants
Certified Government Financial Manager (CGFM)
Max Planck Audit Committee
Northern Palm Beaches Chamber of Commerce
Member of Board of Directors, Past President
Palm Beach County League of Cities
Junior Achievement of the Palm Beaches and Treasure Coast, Treasurer
Port of Palm Beach Audit Committee
Professional and Business Forum
Leukemia and Lymphoma Society, Past President - Palm Beach Chapter
City of Palm Beach Gardens Budget Oversight Committee

**Continuing
Professional
Education (CPE)**

	<u>CPE Credit Hours</u>
Accounting and Auditing Seminar	8
Planning a Governmental Audit Engagement	8
2014 Government Sector Seminar	8
Florida GFOA 2014 Annual Conference	17
2014 In-House CPE	8
2015 Government Sector Seminar	8
Florida GFOA 2015 Annual Conference	17
2015 In-House CPE	8
Ethics for Governmental CPAs	4
Using the Work of Specialists and CPAs	2
Single Audit Fundamentals	8
2016 In-House CPE	8
Risk Assessment Procedures and Planning for Local Governments	8
Florida GFOA 2016 Annual Conference	<u>17</u>
Total CPE – prior three years	<u><u>129</u></u>

Mark's continuing professional education (CPE) and governmental CPE exceeds all requirements of the AICPA, FICPA, Florida Board of Accountancy and *Government Auditing Standards* issued by the Comptroller General of the United States. Mark has attended **Ethics for Governmental CPAs in Florida**.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ACCOUNTANCY

LICENSE NUMBER	
AC0010492	

The CERTIFIED PUBLIC ACCOUNTANT
Named below IS LICENSED
Under the provisions of Chapter 473 FS.
Expiration date: DEC 31, 2016



VEIL, MARK D
107 WOODSMUIR CT
PALM BCH GDNS FL 33418



MICHELE SCHNEIDER, CPA, CGMA

Audit Manager

Education Bachelor of Science in Accounting and Master of Accounting, University of Florida, Gainesville, Florida.

Michele is a CPA licensed in Florida. Michele has met the continuing professional education (CPE) requirements of the Florida Board of Accountancy and American Institute of Certified Public Accountants.

Michele was the Chief Financial Officer for a not-for-profit organization located in South Florida for a six year period.

Government Audit Experience Michele has worked as an auditor with CPA firms over a twelve year period performing governmental audits. Since Michele joined our firm in 2007, her experience with audits of governments includes the following:

Municipalities	Special Districts and Other Entities
<ul style="list-style-type: none"> <input type="checkbox"/> City of Boynton Beach <input type="checkbox"/> Town of Palm Beach <input type="checkbox"/> Village of Palm Springs <input type="checkbox"/> Village of Wellington 	<ul style="list-style-type: none"> <input type="checkbox"/> Delray Beach Community Redevelopment Agency (CRA) <input type="checkbox"/> Housing Finance Authority of Palm Beach County <input type="checkbox"/> Palm Beach County Water Utilities Department <input type="checkbox"/> Solid Waste Authority of Palm Beach County <input type="checkbox"/> West Palm Beach Downtown Development Authority <input type="checkbox"/> Children's Service's Council of Palm Beach County <input type="checkbox"/> Health Care District of Palm Beach County

Single Audit Experience Michele has supervised numerous Federal and State Single Audits for our government clients involving the following Federal and State agencies: Department of Environmental Protection, Department of Health and Human Services, Department of Housing and Urban Development, Department of Homeland Security, Department of Justice, Department of Transportation, and Federal Emergency Management Agency.

Professional Associations And Activities

American Institute of Certified Public Accountants
Chartered Global Management Accountant (CGMA)
Florida Institute of Certified Public Accountants
Florida Government Finance Officers Association
Leadership West Palm Beach – Class of 2016

Continuing Professional Education (CPE)

	<u>CPE Credit Hours</u>
South Florida Government Conference 2014	8
2014 Florida CPE Seminar	8
CDL In-House CPE 2014	9
Analytical Procedures for Nonprofit Organizations	8
OMB Circular A-133: The Single Audit	5
2014 FICPA University of Florida Accounting Conference	16
2015 Florida CPE Seminar	8
South Florida Government Conference 2015	8
CDL In-House CPE 2015	8
FGFOA Conference 2015	13
Florida Ethics for Governmental CPAs	4
Fair Value Measurements for Nonprofits	2
Advanced OMB Circular A-133 Issues	6
2015 FICPA University of Florida Accounting Conference	16
South Florida Government Conference 2016	8
CDL In-House CPE 2016	8
FGFOA Conference 2016	17

Total CPE – prior three years 152

Michele’s continuing professional education (CPE) and governmental CPE exceeds all requirements of the AICPA, FICPA, Florida Board of Accountancy and *Government Auditing Standards* issued by the Comptroller General of the United States. Michele has attended **Ethics for Governmental CPAs in Florida**.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ACCOUNTANCY

LICENSE NUMBER	
AGENT	
This CERTIFIED PUBLIC ACCOUNTANT Named below is LICENSED Under the provisions of Chapter 473 FS. Expiration date: DEC 31, 2017	

SCHNEIDER, MICHELE LYNN
1650 BARTLETT COURT
WEST PALM BEACH, FL 33411



ANDREW J. FORD, CPA

Audit Supervisor

Education Bachelor of Business Administration in Accounting and Master of Accounting, Florida Atlantic University, Boca Raton, Florida.

Andrew is a licensed Florida CPA who began his career with Caler, Donten, Levine, Cohen, Porter & Veil, P.A. in 2011.

Andrew’s governmental continuing professional education (CPE) exceeds the requirements of Florida Statutes and *Government Auditing Standards* issued by the Comptroller General of the United States.

Government Audit Experience Andrew’s experience with audits of local governments includes the following:

Municipalities	Special Districts and Other Entities
<ul style="list-style-type: none"> <input type="checkbox"/> City of Boynton Beach <input type="checkbox"/> City of Delray Beach <input type="checkbox"/> Town of Juno Beach <input type="checkbox"/> Town of Jupiter (including the Jupiter CRA) <input type="checkbox"/> Village of Palm Springs <input type="checkbox"/> Village of Wellington 	<ul style="list-style-type: none"> <input type="checkbox"/> Health Care District of Palm Beach County <input type="checkbox"/> Housing Finance Authority of Palm Beach County <input type="checkbox"/> Palm Beach County Water Utilities Department <input type="checkbox"/> Solid Waste Authority of Palm Beach County <input type="checkbox"/> West Palm Beach Downtown Development Authority

Single Audit Experience Andrew has performed numerous Federal and State Single Audits for our government clients involving the following Federal and State agencies: Department of Health and Human Services, Department of Housing and Urban Development, Department of Homeland Security, and Department of Justice.

**Professional Associations
And Activities**

American Institute of Certified Public Accountants
 Florida Institute of Certified Public Accountants
 Florida Government Finance Officers Association (FGFOA)

Continuing Professional Education (CPE)

	<u>CPE Credit Hours</u>
Audits of Local Governments – Concluding the Audit	16
Audits of Local Governments – Substantive Procedures and Testing Internal Controls	8
CDL In-House CPE 2014	8
CDL In-House CPE 2015	16
CDL In-House CPE 2016	8
Computer Fraud: Detection and Deterrence	8
Data Analytics Workshop	8
Employee Benefit Plans – Concluding the Audit	8
Ethics for Florida CPAs	4
Governmental Sector Educational Seminar	8
Planning the Single Audit and Single Audit Sampling	8
Preparing Governmental Financial Statements	8
Risk Assessment Procedures and Planning	8
Special Audit Considerations	8
	<hr/>
Total CPE – prior three years	<u>124</u>

Andrew’s continuing professional education (CPE) and governmental CPE exceeds all requirements of the AICPA, FICPA, Florida Board of Accountancy and *Government Auditing Standards* issued by the Comptroller General of the United States. Andrew has not yet attended **Ethics for Governmental CPAs in Florida** but will complete the course prior to the Village’s 2016 audit.

STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 BOARD OF ACCOUNTANCY

LICENSE NUMBER	AC44793
----------------	---------

The CERTIFIED PUBLIC ACCOUNTANT
 Named below IS LICENSED
 Under the provisions of Chapter 473 FS.
 Expiration date: DEC 31, 2016



FORD, ANDREW JOE
 616 CLEARWATER PARK RD UNIT 1103
 WEST PALM BEACH FL 33401



NICK RAIOLA
Audit Senior

Education Bachelor of Science in Accounting, University of Florida, Gainesville, Florida.

Nick is currently sitting for the CPA exam. Nick has met the continuing professional education (CPE) requirements of the Florida Board of Accountancy, American Institute of Certified Public Accountants and *Government Auditing Standards*.

Government Audit Experience Nick has worked as an auditor with CPA firms over a four year period. He joined our Firm in 2014 and has worked extensively on governmental audits since that time.

Nick’s experience with audits of governments over the last two years includes the following:

Municipalities	Special Districts and Other Entities
<ul style="list-style-type: none"> <input type="checkbox"/> City of Delray Beach <input type="checkbox"/> Town of Jupiter (including the Jupiter CRA) <input type="checkbox"/> Village of Palm Springs 	<ul style="list-style-type: none"> <input type="checkbox"/> Delray Beach Community Redevelopment Agency (CRA) <input type="checkbox"/> Housing Finance Authority of Palm Beach County <input type="checkbox"/> Palm Beach County Water Utilities Department <input type="checkbox"/> Solid Waste Authority of Palm Beach County <input type="checkbox"/> Children’s Services Council of Palm Beach County

Single Audit Experience Nick has performed numerous Federal and State Single Audits for our government clients involving the following Federal and State agencies: Department of Health and Human Services, Department of Housing and Urban Development, and Department of Transportation.

**Professional
Associations
And
Activities**

Florida Government Finance Officers Association (FGFOA)

**Continuing
Professional
Education (CPE)**

	<u>CPE Credit Hours</u>
FGFOA Webinar – Florida Revenue Sharing	2
The PFM Group – Investment Practices and Products Training	8
The Institute of Internal Auditors – Fraud Seminar	8
Wolters Kluwer CCH (NASBA) – Prosystem fx Engagement Training	8
Government Sector Educational Seminar 2014	8
CDL In-House CPE 2014	8
Government Sector Educational Seminar 2015	8
CDL In-House CPE 2015	8
PPC Audits of Local Governments – Concluding the Audit	8
PPC Audits of Nonprofit Organizations – Risk Assessment Procedures and Planning	8
PPC Compilation and Review Engagements – Compilation Procedures, Review Procedures, and Reporting on Compiled or Reviewed Financial Statements	8
PPC Audits of Nonpublic Companies – Special Audit Considerations	8
IDEA Data Analysis and Monitoring	8
PPC Audits of Local Governments – Risk Assessment Procedures and Planning	8
PPC Single Audits – Planning the Single Audit and Single Audit Sampling	8
Ethics for Florida CPAs	4
CDL In-House CPE 2016	<u>8</u>
Total CPE – prior three years	<u><u>126</u></u>

Nick’s continuing professional education (CPE) and governmental CPE exceeds all requirements of the AICPA, FICPA, Florida Board of Accountancy and *Government Auditing Standards* issued by the Comptroller General of the United States. Nick has not yet attended **Ethics for Governmental CPAs in Florida** but will complete the course prior to the Village’s 2016 audit.

License Documentation from the Board of Accountancy

As required by Section 6.2, paragraph g. of the Village's Request for Proposal, documentation from the Board of Accountancy that the licenses for the Certified Public Accountants on our engagement team are active and in good standing is provided on the following pages for:

- Scott L. Porter, CPA
- Mark D. Veil, CPA
- Michele L. Schneider, CPA
- Andrew J. Ford, CPA



DBPR ONLINE SERVICES

9/22/2016 10:58:20AM

Licensee Details

Licensee Information

Name:	PORTER, SCOTT LINDSAY (Primary Name)
Main Address:	CALER, DONTEN & LEVINE 505 S FLAGLER DR #900 WEST PALM BCH Florida 33401-5992
County:	PALM BEACH
License Mailing:	
License Location:	CALER, DONTEN & LEVINE 505 S FLAGLER DR #900 WEST PALM BCH FL 33401-5992
County:	PALM BEACH

License Information

License Type:	Certified Public Accountant
Rank:	CPA
License Number:	AC0008487
Status:	Current, Active
Licensure Date:	03/08/1980
Expires:	12/31/2016



Licensee Details

Licensee Information

Name:	VEIL, MARK D (Primary Name)
Main Address:	107 WOODSMUIR CT PALM BCH GDNS Florida 33418
County:	PALM BEACH
License Mailing:	
LicenseLocation:	107 WOODSMUIR CT PALM BCH GDNS FL 33418
County:	PALM BEACH

License Information

License Type:	Certified Public Accountant
Rank:	CPA
License Number:	AC0010492
Status:	Current, Active
Licensure Date:	02/08/1982
Expires:	12/31/2016



DBPR ONLINE SERVICES

Home

03/31/2017 09:09

Licensee Details

Licensee Information

Name:	SCHNEIDER, MICHELE LYNNE (Primary Name)
Main Address:	1895 BARTLETT COURT WEST PALM BEACH Florida 33406
County:	PALM BEACH
License Mailing:	
License Location:	1895 BARTLETT COURT WEST PALM BEACH FL 33406
County:	PALM BEACH

License Information

License Type:	Certified Public Accountant
Rank:	CPA
License Number:	AC31137
Status:	Current, Active
Licensure Date:	03/31/1998
Expires:	12/31/2017



DBPR ONLINE SERVICES

9 06 11 4M5/9/2015

Licensee Details

Licensee Information

Name:	FORD, ANDREW JOE (Primary Name)
Main Address:	616 CLEARWATER PARK RD UNIT 1103 WEST PALM BEACH Florida 33401
County:	PALM BEACH
License Mailing:	
LicenseLocation:	

License Information

License Type:	Certified Public Accountant
Rank:	CPA
License Number:	AC44793
Status:	Current, Active
Licensure Date:	06/26/2012
Expires:	12/31/2016

WORK PLAN AND AUDIT APPROACH

Segmentation of Audit Procedures

Our audit approach for the Village of Palm Springs will be segmented into a four-phase process that is tailored specifically to the accounting system, internal controls and risk assessment of the Village. These phases are as follows:

- Phase 1* – Information gathering and preliminary planning
- Phase 2* – Risk assessment and audit program development
- Phase 3* – Internal control testing and year-end fieldwork
- Phase 4* – Report preparation and review

Phase 1 - Information Gathering and Preliminary Planning

The *first phase* of our audit approach involves updating and gathering new information. The planning phase of the audit will typically be done in July. In order to gather information and address any concerns for the current year, we will meet with the CFO, Finance Staff and Village Manager to obtain their input into the audit process. We will inquire about any areas of concern. We will perform our fraud risk analysis and will make inquiries of various Village staff regarding any indications of risks of fraud. We will gather information and documentation about the Village's computer system, its internal control systems, and its key people. We will review prior year financial statements, the current year budget, organization charts, manuals and programs, and financial and other management information systems. We will perform preliminary analytical procedures to identify variances from budget and changes from the prior year. We will review the Village's Code of Ordinances, debt agreements, and grant agreements to identify additional items to test for compliance. Finally, we will formalize our work-plan and schedule the specific dates and tasks to be completed with the CFO.

Phase 2 – Risk Assessment and Audit Program Development

The *second phase* of our audit approach involves our evaluation of computerized systems and security, assessment of risk and development of our formal audit program. Based upon the information gathered in the first phase, we will assess risk in each audit area and prepare an audit program that has been specifically tailored to our assessment of the Village's risk and the transactions that have occurred during the year under audit. Since the audit program is prepared by an audit partner with significant knowledge of the Village and substantial governmental audit experience, you can be assured that it is the most effective and efficient approach to the audit of the Village. During this phase we will work with the CFO and Finance staff to coordinate the schedules and confirmations to be prepared for the audit. We will also continue to review schedules that your staff prepares on an ongoing basis to determine which of these schedules may be combined or eliminated, thus eliminating duplicate work.

Phase 3 - Internal Control Testing and Year- End Fieldwork

The *third phase* comprehends the actual interim and year-end fieldwork. The interim fieldwork consists mainly of testing the internal control systems, samples of transactions and grant program transactions. Our interim fieldwork will be performed in September, depending on the Village's availability. The year-end fieldwork will consist of year-end tests of balances, compliance testing and confirmation procedures. This process will commence in mid-November after your books are closed and the year-end schedules completed. We expect our year end fieldwork to last two weeks and considering the holidays, we will provide all final journal entries to the Village by mid to late December. Should the Village desire any changes in the proposed audit schedule, we will work with you to accommodate the needs of your staff and, if necessary, adjust our schedule to accommodate your workload.

Phase 4 - Report Preparation and Review

The *fourth phase* of our audit approach involves the preparation and review of the various audit opinions and related reports. We will prepare your financial statements and the compliance reports, Single Audit reports, if necessary, and management letter based on the information gathered during the performance of our audit procedures. Then, a partner who hasn't worked on the engagement will independently review these reports for completeness and accuracy. Next, we will review the final drafts with you and incorporate your comments before issuing the final reports. This process will be completed so that you will have the draft reports available in mid-January in order to deliver the final audit report prior to your deadline of March 1st.

Staff Assigned to Audit Segments

The information gathering and planning phase of the Village's audit will include substantial partner and supervisor involvement. The tests of transactions will be performed by the audit supervisor, senior and staff and reviewed by the manager and partner. The year-end substantive tests will be performed by all members of the engagement team with substantial partner involvement in critical or high-risk audit areas, such as investments and debt. The majority of the report preparation and footnote disclosure work will be done by the engagement manager and partner.

Due to the appointment of the Village's auditor in early September, our planning and interim fieldwork for the year ending September 30, 2016 will be performed in September. Other than this minor change, we do not expect our year-end fieldwork and report delivery dates for 2016 to vary from the schedule outlined in paragraph 5.4 of the Village's RFP. After the 2016 fiscal year we expect to start the planning process in July each year and maintain the schedule outlined in the remaining sections of our proposal.

We anticipate scheduling the Village's audit and professionals as follows (excluding any Single Audit work which would mainly be performed at year end, if applicable):

Estimated Time Frame	Years of Experience	Planning	Risk Assessment and Audit Program	Audit Testing		Report Preparation and Review	Total	%
				Interim	Year End			
		July	July	Sept	Nov/Dec	Dec/Jan		
Engagement Partner - Scott Porter	38	5	5	5	20	30	65	18%
Independent Review Partner - Mark Veil	35					5	5	1%
Audit Manager - Michele Schneider	20	10	5	5	30	15	65	17%
Audit Supervisor - Andrew Ford	6	10	5	10	70	15	110	29%
Audit Senior - Nick Raiola	4			10	60		70	19%
Advanced Staff - Andrea Friddle	2			10	50		60	16%
		<u>25</u>	<u>15</u>	<u>40</u>	<u>230</u>	<u>65</u>	<u>375</u>	<u>100%</u>

Sample Sizes and Statistical Sampling

AICPA Statements on Auditing Standards and the AICPA Audit and Accounting Guide, *Audit Sampling*, establish the requirements and provide suggestions on the use of sampling in audit engagements. In applying these authoritative pronouncements to a governmental audit engagement, four distinct types of audit tests may involve the use of audit sampling, as follows:

- Substantive tests of balance sheet account balances
- Substantive tests of details of transactions
- Tests of controls
- Tests of compliance with laws and regulations

Substantive tests of balance sheet account balances would generally involve year end confirmation of balances and sample sizes would depend on the account balance and the relative dollar amount of individual accounts. Generally, we combine confirmation and other substantive tests of balances to achieve an acceptable level of reliability.

Substantive tests of details of transactions and test of controls are usually combined into a “dual purpose test” utilizing the same sample of transactions. For example, we would select a sample of expenditures and test the transaction amounts by agreement to the general ledger postings. We would also test the controls, such as purchase order and bidding requirements, related to the same expenditure. We anticipate the following tests and sample sizes as part of our audit of the Village:

- Revenues and cash receipts 25 transactions
- Expenditures 60 transactions
- Payroll 40 transactions
- Utility billing 25 transactions

All samples will be selected randomly from the total population of transactions during the year. For example, expenditures may be selected randomly from all check numbers issued during the year. We utilize an audit software program that randomly selects check numbers from the check series used during the year.

Tests of compliance with laws, policies and regulations would usually be incorporated with samples selected for tests of transactions and internal controls. Other criteria to be tested, such as specific grant compliance, may involve selecting a separate random sample of specific transactions and testing the supporting documentation for compliance with Florida Statutes, Village Ordinances or grant requirements. The sample sizes will depend on the number of transactions and the significance of the compliance requirement. Generally, the compliance sample sizes are 25 transactions or less for non-grant items. Single Audit sample sizes are generally 60 transactions or less.

Computer Audit Approach

The critical internal control element that is often overlooked by auditors is the design, security and integrity of Information Technology (IT) systems. IT systems are an area of critical concern in the audits that we perform because virtually all the information in modern day financial statements is the product of financial management software and the reliability of that information can only be verified by documenting and testing the internal controls over your IT systems. In addition, the IT systems of governments are increasingly under attack from outside hackers trying to obtain personal information for employees and their customers/citizens to use for fraudulent purposes.

We have developed a comprehensive IT audit approach with IT specialists to review the internal controls over the IT systems and the security of the data in your IT systems. Outside of the major national accounting firms, few other auditors have the resources we have developed to test and rely on the information and security of IT systems. Equally important to the Village, we have the prior knowledge and audit experience with the software and IT systems used by the Village.



In today's environment, it is essential that the auditor understand the specific computer software and the role of the computer within the entity that is being audited. Our understanding of the Village's computer system and our knowledge of the software is critical to designing an effective and efficient audit for the Village.

Use of Computer Audit Specialist

Our Firm utilizes a computer audit specialist that performs a detailed evaluation of our larger client's computer systems, security, and internal controls as an integral part of our audit. We recognize that in today's electronic environment, it is essential that the auditor understand the specific computer software, security protocols, and internal controls over the computer systems within the government that is being audited.

We will audit the critical internal controls, security and data integrity of the Village's IT systems and financial software, not just the reports produced by the system.

Computerized Audit Software

As a firm we are committed to advancing the efficiency of our work through the use of the latest computer technology. Automating our audit process has benefited our clients by reducing the staff and clerical time on the engagement, thereby providing more partner time to address the substantive issues of the audit. Accordingly, we have made a substantial investment in computer hardware and software for a firm of our size.

Our Firm has been operating in a paperless environment for many years which means all documents and files are electronically filed into our paperless database. ProSystem fx is used for our paperless database which allows for efficient organization and management of engagement files. This software extends the capabilities of the Microsoft Office applications and provides powerful tools for organizing and managing your engagement files electronically and linking files/documents. The program is also an efficient tool for organizing, reviewing, and sharing audit documents and the preparation and linking of financial statements. The software also facilitates linking the trial balance to client documents in Word, Excel, and PDF and the generation of reports from trial balance information.

We also utilize a variety of sampling programs and data extraction programs to facilitate our testing and we use various on-line and electronic programs for audit program and planning form documentation, research and analysis.

All audit staff currently use color notebook computers as an integral part of all our planning and fieldwork procedures, as well as portable scanners and printers. We also have wireless routers on all jobs which allow the engagement team to access emails, internet-based audit applications and files from the field. Through the use of our mobile technology, we are able to utilize information from client records and audit programs more efficiently in preparing audit documentation and financial statements. The applications we will use for the Village are already in place and include the following:

- Data Extraction software to facilitate analysis of data and information.
- The latest versions of spreadsheet software allowing compatibility with client worksheets and easy updates of data for multi-year analytical review.

- Standard electronic audit workpapers for various applications such as analytical review, property and equipment and related depreciation, debt schedules, and loan covenants.
- Trial balance and financial statement applications allowing summarization onto audit lead schedules, posting of audit adjustments, preparation of financial statements and various analytical review tools.
- Software to determine random sample selections and sample sizes.
- Software for preparation and editing of audit programs, audit workpapers and functions such as confirmation control.

The numerous electronic documents and spreadsheets we prepare for the Village may be updated easily and quickly to allow us to meet your timetable with a minimum amount of disruption to your daily operations. To the extent possible, we would like the Village to provide us with the required schedules and documents in an electronic format.

Analytical Procedures

AICPA Statements on Auditing Standards require the auditor to apply analytical procedures in all stages of the audit. During the preliminary planning phase of the audit we use analytical procedures as part of our risk assessment process to identify any unusual or unexpected relationships that may warrant further investigation. Analytical procedures are also used as part of our substantive testing procedures. During the course of the year-end fieldwork, we utilize analytical review procedures to support the results of our other audit procedures. For example, in the testing of revenue and expenditures we would apply analytical procedures by comparing current year and prior year actual balances and comparing current year actual amounts to budgeted amounts. Any unusual or unexpected variations would be considered for further testing.

We also apply an overall final analytical review of financial information, which focuses on the overall relationships within the basic financial statements and to ensure all unusual or unexpected relationships have been explained.

Understanding and Documenting Internal Control

AICPA Statements on Auditing Standards define the elements of an entity's internal control and describes how the auditor should consider the internal controls in planning and performing an audit. The auditor is required to obtain an understanding of the design of policies and procedures and whether they have been placed in operation by the entity.

We will obtain and update our understanding of the key components of internal controls, perform a risk assessment of the controls, including the factors that could allow fraud to occur and go undetected, evaluate controls and test controls.

Control environment

The control environment provides a key element of the Village's internal control and establishes the tone at the top of the organization. The control environment includes factors such as:

- Organizational structure
- Level of Council oversight of the Village's activities
- Management philosophy and operating style
- Human resources policies and procedures
- Assignment of authority and responsibilities
- Decentralization/centralization of departments and purchasing
- Financial reporting competencies
- Integrity and ethical values

This tone sets the climate for high-quality financial reporting and addressing issues relating to internal controls. We will review the Village's procedure manuals, policies and ordinances and have discussions with management to develop an understanding of the Village's control environment. We also utilize electronic checklists that facilitate understanding and documentation of the control environment.

Risk assessment

Risk assessment relates to the identification, analysis and monitoring of risks that could impact the financial statements and related disclosures. The senior engagement team evaluates the Village's risks in light of internal and external factors that relate to broad categories of operations as well as specific situations.

We will obtain an understanding of the risks that could impact the financial reporting process as well as the controls that management has implemented to address those risks. In addition, we will obtain an understanding of how any changes in operations impact those risks and identify external or internal emerging risks. We will review policy and procedures manuals and inquire of management to develop an understanding of the Village's risk assessment controls. We also utilize electronic checklists that facilitate the understanding and documentation of the risk assessment process.

Information and communication

Accurate and reliable financial information is needed to manage the daily operations of the Village. Pertinent information must be identified, captured and communicated in a form and timeframe that enables Village personnel to carry out their responsibilities. Information systems produce reports containing operational, financial and compliance-related information that make it possible to operate and control the Village's business.

We will review policy and procedures manuals and make inquiries of management to develop an understanding of the Village's risk information and communication environment.

Monitoring

Monitoring involves assessing the quality of the Village's internal control system's performance over time and taking necessary corrective action when required. Monitoring activities include:

- Comparison of actual results to prior periods or budgets
- Independent auditor evaluation of internal controls
- Information from other external parties
- Communication from regulators

We will review policy and procedures manuals and inquire of management to develop an understanding of the Village's monitoring controls. We also utilize electronic checklists that facilitate understanding and documentation of the monitoring control environment.

Understanding and oversight of the financial reporting process

The financial reporting process is management's summarization of the results of managing risks that impact the Village. The reporting process should have a clear, transparent discussion of the accounting policies that impact the way that financial condition and results of operations are reported. Management, of course, is responsible for seeing that this information is collected and reported. We will obtain an understanding of the Village's processes regarding financial reporting and document these in our workpapers.

Overall understanding and documentation of internal control

Generally, our approach to obtaining an understanding and documenting internal controls includes the following methods:

- Observation of activities and operations
- Inspection of documents and records
- Inquiry of appropriate management, supervisory and staff personnel
- Re-performance or walk through of the process or control

For each of the major control systems, such as purchasing and cash disbursements, we will perform a "walk through" of a transaction from its inception until a check is prepared for final payment. We will update our documentation of the control system narratives and flowcharts, incorporating copies of new forms and sign-off procedures. This procedure would be repeated for each major control system of the Village. A test of the specific controls identified is also performed for each significant transaction cycle (i.e. cash disbursements/purchases, cash receipts/revenues, payroll, etc).

Legal Compliance Documentation

Generally, legal compliance criteria can be found in Florida law, rules, grant agreements, local ordinances, resolutions, policies, contracts and similar documents. In connection with our Firm's governmental audit practice, we maintain a legal compliance audit program of significant requirements of Florida Statutes related to municipalities. This legal compliance program is updated annually for amendments to the Florida Statutes.

Specific legal compliance criteria related to the Village of Palm Springs is the basis for a legal compliance audit program of the significant compliance requirements we identify by a review of Village Ordinances and the Charter. We will also consider the Village's written policies and procedures, such as the purchasing manual, followed by management in the course of day-to-day operations.

As contracts, grant agreements, resolutions and similar documents are identified by inquiry of management and our audit procedures, any additional legal compliance requirements would also be added to the compliance audit program. All compliance audit programs are updated annually during our preliminary planning process.

Scott Porter was a member of the FICPA Committee on State and Local Government that developed the FICPA practice aid *Compliance Auditing in Florida* that established the compliance criteria now followed by government auditors in Florida.

Compliance Audit Sample Selection

The samples selected for testing legal compliance criteria will generally be incorporated with the random samples selected for testing transactions and internal controls. Other more specific legal requirements, such as contractual requirements, may be tested by selecting judgmental samples. Although legal compliance testing is generally not as extensive as tests of account balances and internal controls, we plan to support all major compliance requirements by a sample or workpaper analysis.



Tentative Schedule

Our tentative schedule for the Village's audit will generally be the same as it has been in prior years; except the planning and interim work for 2016 will occur in late September or early October following the Village Council appointment of auditors in September 2016. We plan to perform the year-end and report preparation work for 2016 on the same timeline as indicated below. An outline of the general schedule is as follows:

Planning - Scheduled in September for 2016 and in July for each year thereafter. We will obtain general information from the Village Finance staff regarding changes during the current year and update the list of schedules to be prepared by the Village for the audit. We will obtain check number series for our interim testing sample selections. A list of all schedules to be prepared by Village Staff will be provided to the Village prior to the end of August.

Interim Work - Scheduled for one week in September as determined by the Village. Interim work will involve tests of transactions to verify internal controls in place during the year.

Year-end Fieldwork - Year end work will begin on or about the third week in November when the Village has closed the books and provided a final trial balance and schedules for audit. Our year-end procedures will include testing and confirmation of year end balances, legal compliance testing and analytical procedures. We expect our year-end testing will require two to three weeks and will be completed by the end of December.

Report Preparation - The Village's financial reports will be prepared in January and we expect to provide a draft of the CAFR, single audit (if required) and auditor's reports to the Village by the end of January. We will discuss the draft reports with the Chief Financial Officer and Village Manager prior to issuing the final printed reports in February for the Village Council meeting.

If any unexpected delays arise, we will work with the Village to accommodate your schedule and expedite the completion of the audit.

Fee Schedule

All fees and charges proposed by Caler, Donten & Levine are included in our cost proposal by audit year as summarized below.

ITEM	AUDIT PERIOD ENDING	TOTAL HOURS PROJECTED	TOTAL FEE
i.	September 30, 2016	375	\$ 51,400
ii.	September 30, 2017	375	\$ 52,940
iii.	September 30, 2018	375	\$ 54,530
iv.	September 30, 2019	375	\$ 56,165
v.	September 30, 2020	375	\$ 57,850
TOTAL		1,875	\$ 272,885

The annual fees are based on the following projected hours and proposed hourly rates by staff level for the audit period ending September 30, 2016. For each year thereafter, we propose an increase of 3% to cover our annual cost of living increases. The hourly rates for any additional services would be as quoted below for the term of the five year contract.

ITEM	DESCRIPTION	HOURS	HOURLY RATES	TOTAL
i.	Partners	70	\$ 200	\$ 14,000
ii.	Manager	65	\$ 160	\$ 10,400
iii.	Supervisory Staff	180	\$ 120	\$ 21,600
iv.	Staff	60	\$ 90	\$ 5,400
TOTAL		375		\$ 51,400

Potential 5-Year Contract Extension at the End of the First Contract Term Fees and Expenses

For each year of the potential contract extension, we propose the same methodology as in the original contract, which is an increase of 3% to cover our annual cost of living increases.

ITEM	AUDIT PERIOD ENDING	TOTAL HOURS PROJECTED	TOTAL FEE
i.	September 30, 2021	375	\$ 59,585
ii.	September 30, 2022	375	\$ 61,375
iii.	September 30, 2023	375	\$ 63,215
iv.	September 30, 2024	375	\$ 65,110
v.	September 30, 2025	375	\$ 67,065
TOTAL		1,875	\$ 316,350

FORMS AND OTHER INFORMATION

The following pages contain the forms that were requested in Section 9 of RFP 2016R-006 for the Village of Palm Springs. Each form has been completed by an official having legal authorization to contractually bind our Firm. Each signature represents a binding commitment upon Caler, Donten & Levine to provide the services offered in this proposal to the Village of Palm Springs.



ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated August 9, 2016

Addendum #2, Dated August 16, 2016

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Caler, Donten, Levine, Cohen, Porter & Veil, P.A.

Firm Name



Signature

Scott L. Porter, Shareholder

Name and Title (Print or Type)

August 25, 2016

Date

Addendum #1 – Independent Auditing Services

1. What were the audit fees paid for fiscal year 2015? Fiscal year 2014?

2014 - \$48,570

2015 - \$50,500

2. Were there additional services provided above and beyond the audit? If yes, how much was paid for these services and what was the nature of the services provided by the external auditor?

No

3. How long has your current auditor been performing the audit?

12 years

4. Who will be on the audit selection committee?

William Golson, Parks & Recreation Director

David Harden, Acting Public Works Director

Robert Perez, Police Captain

Rebecca Morse, CFO

Maria Ortega-Sanchez, Assistant Finance Director

5. Why was the RFP reissued (original was 2016R-004)?

Audit committee was appointed by Village Manager, needed to be appointed by Village Council. Council appointed audit committee at their July 28th Regular Council Meeting.

Addendum #2

1. What were the audit fees for each of the last three fiscal years?

FY2013 - \$46,700

FY2014 - \$48,570

FY2015 - \$50,500

2. Are the current auditors allows to respond to the RFP?

Yes

3. How long has the current auditor been performing the audit?

12 years

4. In the fiscal year 2015, were there any additional services provided by the current auditors? If so, what were they and what were the fees?

No

5. Does the ENTITY expect to meet the requirements for a Federal Single Audit in 2016?

No

6. Does the ENTITY expect to meet the requirements for a Florida Single Audit in 2016?

No

7. Are there any material current events that will affect the ENTITY during the 9/30/16 fiscal year (lawsuits, debt issuances, changing software, new programs, loss/gain of major funding source...)?

No

8. Who will be on the audit selection committee?

William Golson, Parks & Recreation Director

David Harden, Acting Public Works Director

Robert Perez, Police Captain

Maria Ortega-Sanchez, Assistant Finance Director

Rebecca Morse, CFO

PROPOSAL SUBMITTAL SIGNATURE PAGE

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the Village, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Caler, Donten, Levine, Cohen, Porter & Veil, P.A.

Street Address:

505 South Flagler Drive, Suite 900, West Palm Beach, FL 33401

Mailing Address (if different from Street Address):

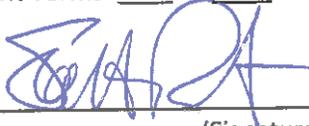
Telephone Number(s): 561-832-9292

Fax Number(s): 561-803-4641

Email Address: SPorter@cdlcpa.com

Federal Employer Identification Number: 59-2831281

Prompt Payment Terms: ___ % ___ days' net ___ days N/A

Signature: 
(Signature of authorized agent)

Print Name: Scott L. Porter

Title: Shareholder

Date: August 25, 2016

By signing this document, the Proposer agrees to all terms and conditions of this Solicitation and the resulting contract/agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE VILLAGE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the Village of Palm Springs.

Furthermore, all Proposers must disclose the name of any Village employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

 X To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.

 The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

Caler, Donten, Levine, Cohen, Porter & Veil, P.A.

Firm Name


Signature

Scott L. Porter, Shareholder

Name and Title (Print or Type)

August 25, 2016

Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, 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 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Caler, Donten, Levine, Cohen, Porter & Veil, P.A.

Firm Name



Signature

Scott L. Porter, Shareholder

Name and Title (Print or Type)

August 25, 2016

Date

DRUG-FREE WORKPLACE

Caler, Donten, Levine, Cohen, Porter & Veil, P.A. Is a drug-free workplace and has
(Company Name)

a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Caler, Donten, Levine, Cohen, Porter & Veil, P.A.

Firm Name



Signature

Scott L. Porter, Shareholder

Name and Title (Print or Type)

August 25, 2016

Date

NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared Scott L. Porter
who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is Shareholder of Caler, Donten, Levine, Cohen, Porter & Veil, P.A.,
the Proposer that has submitted a Proposal to perform work for the following:

RFP No.: 2016R-006 Title: Independent Auditing Services

b. He/She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such Solicitation.

c. Such Proposal is genuine and is not a collusive or sham Proposal.

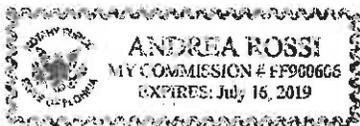
d. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed contract.

e. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

[Signature]
Signature

Subscribed and sworn to (or affirmed) before me this 24th day of August 2016, by Scott L. Porter, who is personally known to me or who has produced _____ as identification.

SEAL



Notary Signature Andrea Rossi
Notary Name: Andrea Rossi
Notary Public (State): Florida
My Commission No: FF900606
Expires on: July 16, 2019

TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants:

- i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and
- ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

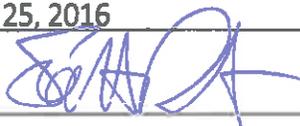
The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer.

Name: Scott L. Porter

Title: Shareholder

Date: August 25, 2016

Signature:  _____

David Harde

	Proposer Caler, Donten, Levine Cohen, Porter & Veil	Proposer Nowlen, Holt & Miner	Proposer Rehmann
Technical Criteria (max 40 points) Includes experience, qualifications, past performance, qualifications of key personnel and audit team .	40	38	30
Audit Approach (max 35 points) Includes planning, timeline, communication with Village Finance staff, proposed interim schedule and ability to meet Village schedule for completion of field work, and deliverables.	35	33	30
Local preference (worth 10 points) For firms located in PBC	10	10	3
Drug Free Work Place (worth 5 points) for firms with established drug free work place program	5	5	5
Sub-Total	90	86	68
Price Proposal (max 10 Points)	4	7	10
Total	94	93	78

BILL GOLSON



	Proposer Caler, Donten, Levine Cohen, Porter & Veil	Proposer Nowlen, Holt & Miner	Proposer Rehmann
Technical Criteria (max 40 points) Includes experience, qualifications, past performance, qualifications of key personnel and audit team	40	35	30
Audit Approach (max 35 points) Includes planning, timeline, communication with Village Finance staff, proposed interim schedule and ability to meet Village schedule for completion of field work, and deliverables.	35	30	33
Local preference (worth 10 points) For firms located in PBC	10	10	8
Drug Free Work Place (worth 5 points) for firms with established drug free work place program	5	5	5
Sub-Total			
Price Proposal (max 10 Points)	6	8	9
Total	96	88	85

	Proposer Caler, Donten, Levine Cohen, Porter & Veil	Proposer Nowlen, Holt & Miner	Proposer Rehmann
Technical Criteria (max 40 points) Includes experience, qualifications, past performance, qualifications of key personnel and audit team	40	10	15
Audit Approach (max 35 points) Includes planning, timeline, communication with Village Finance staff, proposed interim schedule and ability to meet Village schedule for completion of field work, and deliverables.	32	20	15
Local preference (worth 10 points) For firms located in PBC	10	10	0
Drug Free Work Place (worth 5 points) for firms with established drug free work place program	5	5	5
Sub-Total	87	45	35
Price Proposal (max 10 Points)	5	8	0
Total	92	53	35

Browse

Mariana Ortega Sanchez

	Proposer Caler, Donten, Levine Cohen, Porter & Veil	Proposer Nowlen, Holt & Miner	Proposer Rehmann
Technical Criteria (max 40 points) Includes experience, qualifications, past performance, qualifications of key personnel and audit team	40	35	30
Audit Approach (max 35 points) Includes planning, timeline, communication with Village Finance staff, proposed interim schedule and ability to meet Village schedule for completion of field work, and deliverables.	35	30	30
Local preference (worth 10 points) For firms located in PBC	10	10	5
Drug Free Work Place (worth 5 points) for firms with established drug free work place program	5	5	5
Sub-Total	90	80	70
Price Proposal (max 10 Points)	6	8	10
Total	96	88	80

	Proposer Caler, Donten, Levine Cohen, Porter & Veil	Proposer Nowlen, Holt & Miner	Proposer Rehmann
Technical Criteria (max 40 points) Includes experience, qualifications, past performance, qualifications of key personnel and audit team	40	35	30
Audit Approach (max 35 points) Includes planning, timeline, communication with Village Finance staff, proposed interim schedule and ability to meet Village schedule for completion of field work, and deliverables.	35	25	30
Local preference (worth 10 points) For firms located in PBC	10	10	5
Drug Free Work Place (worth 5 points) for firms with established drug free work place program	5	5	5
Sub-Total	90	75	70
Price Proposal (max 10 Points)	10	10	5
Total	100	85	75

09/01/16
Captain Holt 119
 CAPTAIN RICHARD J. HOLT 119

M

	<u>RLM</u>	<u>MOS</u>	<u>DAVID</u>	<u>BILL</u>	<u>ROBF</u>	
CDL	92✓	96✓	94✓	96✓	100✓	= 478
NAM	53✓	88✓	93✓	88✓	85✓	= 407
ReHmann	35✓	80✓	78✓	85✓	75✓	= 353

TOTALS

**Village of Palm Springs
Department of Finance**



**Memo to: Richard Reade,
Village Manager**

Date: September 1, 2016

**Subject: RFP#2016R-006 Audit
Committee Results**

The employee selection committee you appointed to review the proposals from RFP #2016R-006 for Independent Auditing Services was comprised of:

Captain Robert Perez, Police Department
William Golson, Parks and Recreation Director
David Harden, Acting Public Works Director
Mariana Ortega-Sanchez, Assistant Finance Director
Rebecca L. Morse, CFO and committee chair

The proposal deadline was August 26, 2016. The Village Clerk received proposals from three firms and those proposals were distributed to the committee members by the Village Clerk.

The selection committee met today in Council Chambers at 2:30 pm to discuss the proposals. Each firm was reviewed and discussed by the by the committee members and then each member submitted their individual scoring sheets with the categories as defined in the RFP. Various items were discussed during the committee meeting where the proposals had minor variations. The committee did not determine that any proposals were non-responsive.

I collected the individual scoring sheets from the committee members and compiled the totals and put the total scores on a blank scoring sheet. At the request of the Village Clerk the total scores for each of the firms was read into the record. The total scores by firm are as follows:

- Caler, Donten, Levine, Cohen, Porter & Veil, PA – 478
- Nolan, Holt, & Miner, PA - 407
- Rehmann – 353

Based on these totals the committee recommends Caler, Donten, Levine, Cohen, Porter & Veil.

Sincerely,

Rebecca L. Morse

Rebecca L. Morse, CGFO, CPFO
Selection Committee Chair

AGREEMENT FOR ANNUAL AUDIT SERVICES

This Agreement is entered into on ___ day of _____, 2016, by and between the Village of Palm Springs (Village) and Caler, Donten, Levine, Cohen, Porter and Veil, P.A., (Auditor) a Florida corporation, whose Federal Taxpayer Identification Number is 59-2831281 and whose address is 505 South Flagler Drive, Suite #900, West Palm Beach, FL33401.

WITNESSETH:

Whereas, the Village and Auditor are desirous of entering into an agreement for annual audit services (the "Agreement" hereafter) in accordance with §218.391, Fla. Stat.; and

Whereas, the Auditor and Village are desirous of entering into the Agreement on the terms and conditions below; and

Whereas, the Auditor warrants and represents, and covenants that it has no conflict of interest acting as Village's Independent Auditor; and

Whereas, the Village has funds in its current fiscal year 2015-2016 budget which are available for the funding of this Agreement for the fiscal year ending September 30, 2016. Funding for the fiscal years ending 2017 through 2020 will be included in each of those fiscal years' budgets; and

Now, therefore, the Village and the Auditor in consideration of the mutual benefits flowing from each to the other, the sufficiency of which is hereby acknowledged, do hereby agree as follows:

ARTICLE 1 - STATEMENT OF WORK

1.1 PERFORMANCE REQUIREMENT AND TERM

Section 11.45, Florida Statutes, requires each local government entity to have completed, within twelve (12) months of each fiscal year-end an annual financial audit of its accounts and records. This Agreement between the Village and Auditor to perform an annual examination of the basic financial statements of the Village and the Village's two pension trust funds for the five fiscal years ending September 30, 2016, 2017, 2018, 2019 and 2020 is intended to meet the requirements of the Florida Statutes. The Agreement may be renewed for one five year period upon the consent of both parties.

1.2 AUDITING STANDARDS TO BE FOLLOWED

The Auditor shall conduct all services provided under this Agreement in accordance with the following auditing standards:

- *Government Auditing Standards*, issued by the Comptroller General of the United States
- *Codification of Governmental Accounting and Financial Reporting Standards*, as promulgated by the Governmental Accounting Standards Board
- *Audit and Accounting Guide-State and Local Governments*, published by the American Institute of Certified Public Accountants
- *Statements on Auditing Standards*, issued by the American Institute of Certified Public Accountants
- Section 218.39, Florida Statutes and any other applicable Florida Statutes
- Rules of the Florida Department of Financial Services

- Rules of the Auditor General, State of Florida, Chapter 10.550
- Single Audit Act of 1996, as amended
- Florida Single Audit Act
- Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the “Uniform Guidance”), and any other applicable regulations issued.
- *Audit and Accounting Guide - Government Auditing Standards and Single Audits*, published by the American Institute of Certified Public Accountants
- All other applicable provisions of rule, regulation, statute, or order which may pertain to the engagement

1.3 SCOPE OF WORK TO BE PERFORMED

The scope of work shall be set forth in an annual Audit Engagement Letter, which shall be incorporated by reference as part of this Agreement, and will include the following tasks required of Auditor:

1. The Auditor will be required to perform an annual examination of the basic financial statements of the Village which include the Village Pension Trust Funds to express opinions on the fairness with which the statements present the financial position, results of operations, and changes in financial position in conformity with U.S. generally accepted accounting principles.
2. The Auditor will be required to determine whether operations are properly conducted in accordance with legal and regulatory requirements.
3. The Auditor will evaluate the system of internal controls, including the control environment, accounting systems and specific control procedures, to assess the extent to which the controls can be relied upon to ensure accurate information, to ensure compliance with laws and regulations, and to provide for efficient and effective operations. In order to assess the control risk, the Auditor is to perform tests of controls and properly document their assessment. Significant deficiencies and material weaknesses shall be communicated in writing in accordance with U.S. generally accepted auditing standards.
4. The Auditor will be required to perform an examination of any additional financial information necessary to comply with U.S. generally accepted auditing standards.
5. The Auditor will not be required to audit Management's Discussion and Analysis and other Required Supplementary Information, however the Auditor will apply certain limited procedures, which consist principally of inquiries of management regarding the methods of measurement and presentation; however, the Auditor will express no opinion on the information presented.
6. The introductory section, combining and individual fund financial statements and schedules and statistical tables will be presented for purposes of additional analysis. The combining and individual fund financial statements and schedules will be subjected to the auditing procedures applied in the audit of the basic financial statements and Auditor will give an opinion on it in relation to the financial statements as a whole. The remaining information (introductory section and statistical tables) will not be subjected to auditing procedures.
7. The scope of the audit is required to include any additional activities necessary to establish compliance with the term "financial audit" as defined and used in Government Auditing Standards.
8. The scope of the audit will encompass the additional activities necessary to establish compliance with the Federal Single Audit Act, as amended; the Uniform Guidance; other applicable Federal

laws; and, the Florida Single Audit Act. A single audit was not required for the Village for fiscal year ended September 30, 2015 and the Village does not anticipate needing a single audit for fiscal year ending September 30, 2016. Each contract year, the Auditor is required to meet with the Village Manager and Chief Financial Officer to discuss whether the Village anticipates requiring a Single Audit and the Auditor will be required to provide an estimate of Auditor staff hours required to perform the audit. This estimate of hours together with the hourly rate schedule in Article 2, Fees will be used to calculate the fee for the Single Audit.

9. The Auditor shall use financial condition assessment procedures to assist in detection of deteriorating financial condition as established under Florida Statutes 218.503 as required by Chapter 10.550, Rules of the Auditor General. The Auditor may use the procedures developed by the Auditor General or appropriate alternative procedures.
10. The audit shall also include a review of the financial report provided to the Department of Financial Services to assure consistency with the Comprehensive Annual Financial Report as required by Chapter 10.550, Rules of the Auditor General.
11. The audit shall also include any other reporting required by future changes to Chapter 10.550, Rules of the Auditor General.

1.4 REPORTS TO BE ISSUED

Following completion of the audit of the fiscal year financial statements, the Auditor shall issue the following with regard to the basic financial statements of the Village and the Village's Pension Trust Funds:

1. A report on the basic financial statements. This report must include at a minimum:
 - a. A statement as to whether the financial statements are presented in accordance with U.S. generally accepted accounting principles;
 - b. An expression of opinion regarding the financial statements taken as a whole, or an assertion to the effect that an opinion cannot be expressed including the reasons therefore; and
 - c. A statement that the audit was conducted in accordance with U.S. generally accepted auditing standards and the standards applicable to the financial audits contained in Government Auditing Standards issued by the Comptroller of the United States.
2. A report on internal control over financial reporting and on compliance and other matters in accordance with Government Auditing Standards.
3. A report on compliance with requirements applicable to each major federal program and state project and on internal control over compliance in accordance with the Uniform Guidance and the Department of Financial Services' State Projects Compliance Supplement, respectively, if applicable.
4. Reports to comply with Statement on Auditing Standards No. 114 "Communication with Those Charged with Governance." One report shall be issued and reviewed with those charged with governance at the completion of each annual audit.
5. A management letter as required by the Florida Statutes 218.39 and 215.97 and Rules of the Auditor General, Chapter 10.550 which shall identify any management weaknesses observed, assess their

effect on financial management and propose steps to correct or eliminate those weaknesses.

6. Other reports required by the Federal Single Audit Act and the Florida Single Audit Act including:
 - a. An "in-relation-to" report on the Schedule of Expenditures of Federal Awards and State Financial Assistance.
 - b. A separate schedule of findings and questioned costs, including a summary of audit results related to financial statements, internal controls and compliance.
7. Fraud and Illegal Acts - The Auditor is required to make an immediate, written report of all fraud and illegal acts or indications of illegal acts of which they become aware to the following parties: Mayor, Village Manager and Chief Financial Officer. If either the Chief Financial Officer or Village Manager is involved with the irregularities or possible illegal acts the report is to be provided to the Mayor and Village Council.
8. As part of the audit, the Auditor will prepare the basic financial statements and the accompanying supplementary information and schedules. The Village has designated the Chief Financial Officer to oversee your services. All management decisions and functions related to the audit will be performed by the Chief Financial Officer. The Village is responsible for the preparation of the Transmittal letter, Management's Discussion and Analysis, and Statistical Section of the Comprehensive Annual Financial Report.

1.5 SCHEDULE FOR CONDUCTING THE AUDITS

Timeliness is critical in the performance of the audit. The Auditor should coordinate with the Chief Financial Officer and endeavor to accomplish the audit in a phased approach throughout the year in order to reduce the year-end workload on both the audit firm and Village staff. The Village will make necessary records available to the Auditor through the year to assist in this regard. It is anticipated that each of the following will be completed by the Auditor no later than the dates indicated:

1. Interim Work - It is expected that interim work will be accomplished by September 30th.
2. Schedules to be prepared by the Village - Upon consensus with the Finance staff, the Auditor shall provide the Chief Financial Officer by August 31st a list of all schedules to be prepared by the Village. The schedules will be made available to the Auditor no later than November 21st.
3. Fieldwork - The Auditor shall complete fieldwork, including that required by a Single Audit by January 31st.

The Auditor shall report to the Village at least bi-weekly the status of any potential audit adjustments so the Village may have adequate opportunity to investigate, gather information and respond if necessary.

1.6 DATE FINAL REPORTS ARE DUE

It is anticipated the Auditor will deliver in draft form all required reports listed in Section 1.4 by February 15th. It is anticipated that responses to management letter comments and single audit findings will be prepared by the Village and returned to the Auditor for review by February 22nd. All final reports will be delivered by March 1st.

A minimum of 20 copies of each report will be provided to the Village, plus the required copies for submittal to the Auditor General's office as well as one copy printed in digital PDF format.

1.7 PRESENTATION TO VILLAGE COUNCIL

Upon receipt of the final report the Chief Financial Officer will schedule the presentation of the Comprehensive Annual Financial Report for the next Regular Council Meeting. The Audit partner in charge and/or the audit manager assigned to the audit is required to attend the meeting and present and discuss the audit report.

1.8 ADDITIONAL SERVICES

The Village may issue one or more official statements for the sale of bonds during the term of this Agreement. The official statement will contain the basic financial statements or an extraction from the Comprehensive Annual Financial Report. The Auditor shall be required to issue, upon request, a consent and citation of expertise as auditor, "comfort letters" and other documents necessary to issue the bonds. Unless significant additional staff time is required of the Auditor, fees for such requests made by the Village shall be included in the annual fee for each fiscal year audit in Article 2. If significant additional staff time is required, Auditor shall provide a quote for the services to be provided in accordance with Article 2 for Additional Services.

1.9 WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

The work papers are the property of the Auditor and shall be held locally for a period of five years after the date that the final audit report is presented. Work papers shall be available for examination or duplication without charge to authorized Village personnel, representatives of Federal or State Agencies upon request of that Agency or the Village in accordance with Federal Law, State Law and other regulations. Working papers will also be made available for examination, at no charge, or duplication, at a reasonable charge, to subsequent auditors engaged by the Village. All final reports presented to the Village shall be the property of the Village. The parties acknowledge that Florida's Public Records Act, Chapter 119, Fla. Stat. may be applicable to the work papers and final reports provided to the Village.

The Auditor warrants that there have been no disciplinary actions taken or are pending against the Auditor by State regulatory bodies or professional organizations. Further, the Auditor agrees to notify the Village immediately if any regulatory or other government agency requests a review of the audit work papers concerning the Village.

1.10 INFORMATION TO BE PROVIDED BY THE VILLAGE

The Village will provide, at a minimum, the following information to assist the Auditor in performing the annual audit:

1. General Ledger and Trial Balance for all funds as of September 30th and any other time periods requested by Auditor. These may be provided in electronic format.
2. Statements of Revenues and Expenditures/Expenses, Actual vs. Budgeted as of September 30th, and any other time periods requested by Auditor. These may be provided in electronic format.
3. Various schedules and worksheets designed to assist and provide backup information to the Auditor. These may be provided in electronic format.
4. Confirmation letters.
5. Copies of and or access to electronic images of paid invoices, cancelled checks and other supporting documentation as requested by Auditor.
6. Copies of or electronic images of minutes for all Village meetings including Pension Board meetings.

7. Copies of or electronic Images of resolutions and ordinances as requested by the Auditor.
8. Other information requested by the Auditor and mutually agreed upon by the Village.

ARTICLE 2 - FEE SCHEDULE

1. Annual Fee for the audit shall not exceed the following amount for the identified fiscal year:

a. Fiscal Year Ending September 30, 2016	\$51,400
b. Fiscal Year Ending September 30, 2017	\$52,940
c. Fiscal Year Ending September 30, 2018	\$54,530
d. Fiscal Year Ending September 30, 2019	\$56,165
e. Fiscal Year Ending September 30, 2020	\$57,850

2. As provided for in the Village RFP, the audit contract may be extended for a five year period upon the mutual agreement of the Auditor and the Village. If the contract extension is approved, the Annual Fee for the audit shall not exceed the following amount for the identified fiscal year:

a. Fiscal Year Ending September 30, 2021	\$59,585
b. Fiscal Year Ending September 30, 2022	\$61,375
c. Fiscal Year Ending September 30, 2023	\$63,215
d. Fiscal Year Ending September 30, 2024	\$65,110
e. Fiscal Year Ending September 30, 2025	\$67,065

3. Hourly Rates for Single Audit and/or Additional Services - For any requested Single Audit and/or Additional Services (excluding services required to accomplish the fiscal year audits), Auditor shall provide the Village with a quote for said Single Audit and/or Additional Services indicating the number of hours required to complete the Single Audit and/or Additional Services including who will perform the Services (i.e., Partner, Manager, Senior or Staff). The quote must be approved by the Village in writing before the Single Audit and/or Additional Services are performed. The quote to be provided by the Auditor for a Single Audit and/or Additional Services shall be consistent with the following rates:

a. Partner	\$200
b. Manager	\$160
c. Senior	\$120
d. Staff	\$90

All invoices from Auditor shall be submitted in sufficient detail to the Village to establish compliance with the terms of this Agreement.

ARTICLE 3- TERMINATION/REMEDIES

1. If either party fails to fulfill its obligations under this Agreement in a timely and proper manner including, but not limited to, any violation of federal, state or local law or regulations related to this Agreement, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency. The party in default shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the ten (10) day time period.

2. Either party may terminate this Agreement at any time for convenience upon thirty (30) calendar days' prior written notice by certified mail, return receipt, to the other party. In the event of a termination for convenience, the Village shall compensate the Auditor for all authorized work satisfactorily performed through the termination date. The Village may withhold all payments to the Auditor until such time as the Village determines the exact amount due to the Auditor.
3. If either party initiates legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee and reasonable court costs.
4. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in Palm Beach County, Florida.

ARTICLE 4 - OTHER REQUIREMENTS

1. The Auditor attests that there have been no disciplinary actions taken or complaints filed with any regulatory bodies against any of the firm's staff or the firm itself. The Auditor further agrees to immediately notify the Village in writing should any disciplinary actions or complaints be filed against any of the firm's staff or the firm itself. Auditor shall be required to make an immediate written report of all fraud or illegal acts.
2. The audit engagement partner in charge will be Scott Porter and the independent audit partner is designated as Mark Veil. The Village shall reserve the right to approve any substitutions or changes in those two key audit team members.
3. Auditor shall provide the Village with a copy of each external quality control review report and letters of comment for each review conducted during the time period engaged by the Village.
4. Auditor is to provide a statement that all CPA's assigned to the audit have properly maintained CPE in governmental accounting as required by the Board of Accountancy, if requested by the Village CFO.
5. Auditor is to provide proof that all CPA's assigned to the engagement have attended "Ethics for Governmental CPAs in Florida", if requested by the Village CFO.
6. During the term of this Agreement, Auditor shall maintain and provide copies of the following insurance coverage (copy of declarations page from current policies for each of the following types of insurance must be attached to this Agreement):
 - a. Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than one hundred thousand dollars (\$100,000) for each accident, not less than one hundred thousand dollars (\$100,000) for each disease, and not less than five hundred thousand dollars (\$500,000) aggregate.
 - b. General liability Insurance with each occurrence limits of not less than three hundred thousand dollars (\$300,000), personal injury and advertising liability of not less than three hundred thousand dollars (\$300,000), and general aggregate of not less than three hundred thousand dollars (\$300,000).
 - c. Professional Liability Insurance with limits of not less than one million dollars (\$1,000,000) annual aggregate.
 - d. Vehicle Insurance (hired and non-hired) with limits of not less than five hundred thousand dollars (\$500,000) per claim.

Except for Worker's Compensation and Professional liability Insurance, the Village shall be named as an additional insured on each of the above required policies. Auditor's failure to maintain the insurance as required herein shall not relieve Auditor of any liability that it may have to the Village.

7. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Auditor and Village, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
8. This Agreement may only be amended, modified or changed by an instrument in writing signed by the parties hereto.
9. Auditor agrees to indemnify, defend and hold the Village, its Council, officers, employees, agents and representatives harmless from and against any and all liability on account of any injuries, damages, omissions, commissions, actions, causes of action, claims, suits, judgments and damages accruing, including court costs and attorney's fees at all levels of trial and appeal, as a result of any gross negligence or willful misconduct on the part of Auditor or any officer, director, employee, agent, independent contractor and representative of Auditor. Without waiving any rights to sovereign immunity, and subject to the limitations of and to the extent permitted by Section 768.28, Florida Statutes, as amended from time to time, Village agrees to be responsible for its negligent acts. Nothing contained in this provision or in any other contract or agreement with Auditor shall be construed or interpreted as consent by the Village to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as amended from time to time.
10. The Auditor is, and shall be, in performance of all work, services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the Village. All persons engaged in any of the work, services or activities performed pursuant to this Agreement shall at all times and in all places be subject to the Auditor's sole direction, supervision and control. the Auditor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Auditor's relationship and the relationship of its employees to the Village shall be that of an Independent contractor and not as employees or agents of the Village.
11. As provided in Sections 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Auditor certifies that it, its affiliates, suppliers, sub-contractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.
12. The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies and that said party may have for any subsequent breach, default or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver or course of dealing.
13. Any and all notices required to be given in this Agreement shall be hand delivered, delivered via certified (RRR) U.S. Mail or by a nationally recognized overnight courier service to the following representatives of the Village and Auditor:

Village of Palm Springs
Attn: Rebecca I. Morse, CFO
226 Cypress Lane
Palm Springs, FL 33461-1699

And to the Auditor's representative and address:

Caler, Donten, Levine, Cohen, Porter and Veil, P.A.
Attn: Scott Porter, CPA
505 South Flagler Drive, Suite #900
West Palm Beach, FL 33401.

14. Auditor and Village agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein.
15. In accordance with Palm Beach County ordinance number 2011-009, Auditor acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Auditor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
16. Auditor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:
 - (a) Keep and maintain public records required by the Village to perform the service.
 - (b) Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Auditor does not transfer the records to the Village.
 - (d) Upon completion of this Contract, transfer, at no cost, to the Village all public records in possession of the Auditor or keep and maintain public records required by the Village to perform the service. If the Auditor transfers all public records to the Village upon completion of the Contract, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Contract, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.
 - (e) Notwithstanding the foregoing, the confidentiality provisions of Section 473.316 and 473.318, Florida Statutes, shall apply and all documents referred to in Chapter 473 are recognized as exempt from Chapter 119, Florida Statutes and the provisions of this paragraph 16. AUDITOR shall be under no obligation to provide their audit working papers and such other AUDITOR records determined to be exempt from Chapter 119, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, scaljean@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

IN WITNESS WHEREOF, Village and Auditor have signed this Agreement on the day and year first written above.

VILLAGE OF PALM SPRINGS:

CALER, DONTEN, LEVINE,
COHEN, PORTER & VEIL, P.A.

By _____
Bev Smith, Mayor

By _____
Scott Porter, Shareholder

(MUNICIPAL SEAL)

(CORPORATE SEAL)

Attest:

By _____
Susan M. Caljean, Village Clerk

Approved as to form and legal sufficiency

By _____
Glen J. Torcivia, Village Attorney

The 2016 Florida Statutes

Title XIV

TAXATION AND FINANCE

Chapter 218

FINANCIAL MATTERS PERTAINING TO POLITICAL SUBDIVISIONS

218.391 Auditor selection procedures.—

(1) Each local governmental entity, district school board, charter school, or charter technical career center, prior to entering into a written contract pursuant to subsection (7), except as provided in subsection (8), shall use auditor selection procedures when selecting an auditor to conduct the annual financial audit required in s. 218.39.

(2) The governing body of a charter county, municipality, special district, district school board, charter school, or charter technical career center shall establish an audit committee. Each noncharter county shall establish an audit committee that, at a minimum, shall consist of each of the county officers elected pursuant to s. 1(d), Art. VIII of the State Constitution, or a designee, and one member of the board of county commissioners or its designee. The primary purpose of the audit committee is to assist the governing body in selecting an auditor to conduct the annual financial audit required in s. 218.39; however, the audit committee may serve other audit oversight purposes as determined by the entity's governing body. The public shall not be excluded from the proceedings under this section.

(3) The audit committee shall:

(a) Establish factors to use for the evaluation of audit services to be provided by a certified public accounting firm duly licensed under chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. Such factors shall include, but are not limited to, ability of personnel, experience, ability to furnish the required services, and such other factors as may be determined by the committee to be applicable to its particular requirements.

(b) Publicly announce requests for proposals. Public announcements must include, at a minimum, a brief description of the audit and indicate how interested firms can apply for consideration.

(c) Provide interested firms with a request for proposal. The request for proposal shall include information on how proposals are to be evaluated and such other information the committee determines is necessary for the firm to prepare a proposal.

(d) Evaluate proposals provided by qualified firms. If compensation is one of the factors established pursuant to paragraph (a), it shall not be the sole or predominant factor used to evaluate proposals.

(e) Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to paragraph (a). If fewer than three firms respond to the request for proposal, the committee shall recommend such firms as it deems to be the most highly qualified.

(4) The governing body shall inquire of qualified firms as to the basis of compensation, select one of the firms recommended by the audit committee, and negotiate a contract, using one of the following methods:

(a) If compensation is not one of the factors established pursuant to paragraph (3)(a) and not used to evaluate firms pursuant to paragraph (3)(e), the governing body shall negotiate a contract with the firm ranked first. If the governing body is unable to negotiate a satisfactory contract with that firm, negotiations with that firm shall be formally terminated, and the governing body shall then undertake negotiations with the second-ranked firm. Failing accord with the second-ranked firm, negotiations shall then be terminated with that firm and undertaken with the third-ranked firm. Negotiations with the other ranked firms shall be undertaken in the same manner. The governing body, in negotiating with firms, may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time.

(b) If compensation is one of the factors established pursuant to paragraph (3)(a) and used in the evaluation of proposals pursuant to paragraph (3)(d), the governing body shall select the highest-ranked qualified firm or must document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) The governing body may select a firm recommended by the audit committee and negotiate a contract with one of the recommended firms using an appropriate alternative negotiation method for which compensation is not the sole or predominant factor used to select the firm.

(d) In negotiations with firms under this section, the governing body may allow a designee to conduct negotiations on its behalf.

(5) The method used by the governing body to select a firm recommended by the audit committee and negotiate a contract with such firm must ensure that the agreed-upon compensation is reasonable to satisfy the requirements of s. 218.39 and the needs of the governing body.

(6) If the governing body is unable to negotiate a satisfactory contract with any of the recommended firms, the committee shall recommend additional firms, and negotiations shall continue in accordance with this section until an agreement is reached.

(7) Every procurement of audit services shall be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. For purposes of this section, an engagement letter signed and executed by both parties shall constitute a written contract. The written contract shall, at a minimum, include the following:

(a) A provision specifying the services to be provided and fees or other compensation for such services.

(b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract.

(c) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed.

(8) Written contracts entered into pursuant to subsection (7) may be renewed. Such renewals may be done without the use of the auditor selection procedures provided in this section. Renewal of a contract shall be in writing.

History.—s. 65, ch. 2001-266; s. 1, ch. 2005-32.



Village of Palm Springs

Executive Brief

AGENDA DATE: September 8, 2016

DEPARTMENT: Public Service

ITEM #7: Approve Fuel Management System Purchase Agreement

SUMMARY: The Public Service Department has a need to replace our fuel management system as our current system is becoming increasingly unreliable. At times, the system has not operated properly for several days while waiting for a technician to repair it. To ensure the lowest possible price, staff is recommending that the Village utilize the National Joint Powers Alliance (NJPA) contract award to Syntech (for their Fuelmaster system). This selection by the National Joint Powers Alliance (NJPA) was completed through a competitive selection process - Fleet Management and Related Technology Solutions (RFP#051613) – on May 16, 2013.

If approved, the Village would accept Syntech System's pricing by utilizing the National Joint Powers Alliance (NJPA) contract including all terms, conditions, and pricing therein. The term of the contract is set to expire on July 17, 2017.

The proposed total price, including equipment for 200 vehicles, is as follows:

. Fuel Master (FMU 3505)	\$69,450.98
--------------------------	-------------

Note: The Village is an official member of the NJPA (Member#85582) and we are eligible to join members across the United States to combine our purchasing needs within the Cooperative to receive the best (lowest) purchasing prices possible. Additionally, the dealer for the Syntech in Florida is Guardian Fueling Technologies.

Under the Village Purchasing Code, Section 58-8. Cooperative Purchasing., the Village may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for purchasing. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between government entities. Purchases through a cooperative purchasing agreement are exempt from the competitive selection purchase requirements set forth in this Purchasing Code.

The Village has not worked with the proposed vendor previously, however, we have spoken with nine (9) current users of the Fuel Master system as well as conducted an onsite visit to the City of Greenacres (purchased the system in 2014) and they have confirmed that the vendor provided good to excellent service and a quality product.

FISCAL IMPACT:

Funding to support the proposed purchase is available with the FY 2016 Budget – Water & Sewer Fund - Machinery and Equipment. A budget transfer from the Water & Sewer Fund – Contingency may be completed to assist in supporting this cost.

ATTACHMENTS:

1. NJPA - Fleet Management and Related Technology Solutions (RFP No.051613)
2. NJPA - Fleet Management and Related Technology Solutions Bid Evaluations
3. NJPA - Proposed Offering and Acceptance Award
4. Annual Renewal of Agreement - Syntech Contract with NJPA
5. Pricing Proposal - Syntech (Guardian Fueling Technologies) - Per NJPA Contract
6. Approval Letter Allowing to Contract for Purchase – Syntech
7. Fuel Master System Description
8. Fuel Master System Quote - Guardian Fueling Technologies
9. Proposed Agreement - Guardian Fueling Technologies
10. National Joint Powers Alliance (NJPA) Member Certificate Approval



National Joint Powers Alliance[®] (herein NJPA) **REQUEST FOR PROPOSAL (herein RFP)**

for the procurement of

FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS

RFP Opening

May 16, 2013

8:00 A.M. Central Time

At the offices of the

National Joint Powers Alliance[®]

202 12th Street Northeast, Staples, MN 56479

**RFP #051613
CORRECTED**

The National Joint Powers Alliance[®] (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, and all other Public Agencies located nationally in all fifty states and potentially internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of **FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS**. Details of this RFP are available beginning **April 4, 2013** and continuing until **May 9, 2013**. Details may be obtained by letter of request to Gregg Meierhofer, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until **May 15, 2013** at 4:30 p.m. Central Time at the above address and opened **May 16, 2013** at 8:00 A.M. Central Time.

RFP Timeline

April 4, 2013

Publication of RFP in the print and online Minneapolis Star Tribune, in the print and online Daily Journal of Commerce within the State of Oregon, the NJPA website, and on the website of noticetobidders.com

April 25, 2013

10:00 A.M. Central Time

Pre-Proposal Conference (webcast – conference call - Connection info sent to all inquirers two business days prior to the event)

May 9, 2013

Deadline for RFP requests and questions.

May 15, 2013

Deadline for Submission of Proposals

4:30 P.M. Central Time

May 16, 2013

Public Opening of Proposals

8:00 A.M. Central Time

Direct questions regarding this RFP to:
Gregg Meierhofer at gregg.meierhofer@njpacoop.org or (218)894-1930

Methods and guidelines for submitting questions are detailed within the body of this document.

TABLE OF CONTENTS

1. **INTRODUCTION**
 - A. About NJPA
 - B. Joint Exercise of Powers Laws
 - C. Why Respond to a National Cooperative Procurement Contract
 - D. The Intent of This RFP
 - E. Scope of This RFP
 - F. Expectations for Equipment/Products and Services Being Proposed
 - G. Solutions Based Solicitation
 - H. Inquiry Period
 - I. Pre-Proposal Conference
2. **DEFINITIONS**
 - A. Proposer – Vendor
 - B. Contract
 - C. Time
 - D. Proposer’s Response
 - E. Currency
 - F. FOB
3. **INSTRUCTIONS FOR PREPARING YOUR PROPOSAL**
 - A. Pre-Proposal Conference
 - B. Identification of Key Personnel
 - C. Proposer’s Exceptions to Terms and Conditions
 - D. Formal Instructions to Proposers
 - E. Questions and Answers About This RFP
 - F. Modification or Withdrawal of a Submitted Proposal
 - G. Value Added Attributes, Products/Services
 - H. Certificate of Insurance
 - I. Order Process and/or Funds Flow
 - J. Administrative Fees
4. **PRICING STRATEGIES**
 - A. Line-Item Pricing
 - B. Percentage Discount From Catalog or Category
 - C. Hot List Pricing
 - D. Ceiling Price
 - E. Volume Price Discounts
 - F. Sourced Product/Equipment /Open Market Items
 - G. Cost Plus a Percentage of Cost
 - H. Total Cost of Acquisition
 - I. Requesting Product and Service Additions/Deletions
 - J. Requesting Pricing Changes
 - K. Price and Product Changes Format
 - L. Single Statement of Pricing – Historical Record of Pricing
 - M. Payment Terms
 - N. Sales Tax
 - O. Shipping and Shipping Program
 - P. Normal Working Hours
5. **MARKETING PLAN**
6. **PROPOSAL OPENING PROCEDURE**
7. **EVALUATION OF PROPOSALS**
 - A. Proposal Evaluation Process
 - B. Proposer Responsiveness
 - C. Proposal Evaluation Criteria
 - D. Other Consideration
 - E. Cost Comparison
 - F. Product Testing
 - G. Past Performance Information
 - H. Waiver of Formalities
8. **POST AWARD OPERATING ISSUES**
 - A. Subsequent Agreements
 - B. NJPA Member Sign-up Procedure
 - C. Reporting of Sale Activity
 - D. Audits
 - E. Hub Partner
 - F. Trade-Ins
 - G. Out of Stock Notification
 - H. Termination of a Contract resulting from this RFP
9. **GENERAL TERMS AND CONDITONS**
 - A. Advertisement of RFP
 - B. Advertising a Contract Resulting From This RFP
 - C. Applicable Law
 - D. Assignment of Contract
 - E. List of Proposers
 - F. Captions, Headings, and Illustrations
 - G. Data Practices
 - H. Entire Agreement
 - I. Force Majeure
 - J. Gratuities
 - K. Hazardous Substances
 - L. Legal Remedies
 - M. Licenses
 - N. Material Suppliers and Sub-Contractors
 - O. Non-Wavier of Rights
 - P. Protests of Awards Made
 - Q. Provisions Required by Law
 - R. Right to Assurance
 - S. Suspension or Disbarment Status
 - T. Affirmative Action
 - U. Severability
 - V. Relationship of Parties
10. **FORMS**
 - A, B, C, D, E, F, G & P
11. **PRE-SUBMISSION CHECKLIST**

1. INTRODUCTION

A. ABOUT NJPA

- 1.1** The National Joint Powers Alliance®- (NJPA)- is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.
- 1.2** Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive bidding and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at <http://www.njpacoop.org/contract-purchasing-solutions/contracts>.
- 1.3** NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts for the benefit of its own and its Members use.
- 1.3.1 Subject to Approval of the NJPA Board:** NJPA contracts are awarded by the action of NJPA Board of Directors. This action is based on the open and competitive bidding process facilitated by NJPA. The evaluation and resulting recommendation is presented to the Board of Directors by the NJPA Proposal Evaluation Committee.
- 1.4** NJPA currently serves over 47,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

- 1.5** NJPA cooperatively shares those contracts with its Members nationwide through various "Joint Exercise of Powers Laws" established in Minnesota and other States. The Minnesota "Joint Exercise of Powers Law" is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." Similar Joint Exercise of Powers Laws exists within the laws of each State of the United States. This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally have the ability to participate in cooperative purchasing activities as a result of specific laws of their own state. These laws can be found on our website at <http://www.njpacoop.org/contract-purchasing-solutions/legal-authority/state-procurement-resources>.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

- 1.6** National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:
- 1.6.1** National cooperative contracts potentially **save the time and effort** of Municipal and Public Agencies who would have been otherwise charged with soliciting vendor responses to individual RFP's, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond each of those individual RFPs. A single, nationally

advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same products/services that might have been otherwise advertised by individual NJPA member agencies.

1.6.2 NJPA contracts offer our Members nationally leveraged **volume purchasing discounts**. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

1.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

1.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

1.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Pre-competited procurement contracts offer NJPA and its Member agencies the ability to directly compare non-price factors in their procurement analysis. Vendors have the opportunity to display and highlight value added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

1.10. A national contract awarded by the NJPA Board of Directors: The intent of this RFP is to award a national contract by the action of the NJPA Board of Directors. This action will be influenced by the recommendation of the NJPA Proposal Evaluation Committee, and as a result of the competitive proposal and evaluation process which has been designed to reflect the best interests of NJPA and its Member agencies. NJPA is seeking the most responsive Vendor relationship(s) to meet this need. The goal and intent of this RFP is to follow through with an award and contract, which will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA.

1.11 NJPA's primary intent is to establish and provide a national cooperative procurement contract, offering opportunities for NJPA and our Member agencies to procure quality product/equipment and services as desired and needed. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

1.11.1 Beyond our primary intent, NJPA further desires to:

- Award a four year term contract with a fifth year contract option resulting from this RFP;
- Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;
- Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";
- Deliver wide spectrums of solutions to meet the needs and requirement of NJPA and NJPA Member agencies.
- Award an exclusive contract to the most responsive vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

1.12 Non-Manufacturer Awards: NJPA reserves the right to make an award related to this invitation to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

1.13 Exclusive or Multiple Awards: Based on the goals and scope of this RFP, NJPA is requesting responders to demonstrate their ability to serve the needs of NJPA’s national membership. It is NJPA’s intent and desire to award a contract to a single exclusive Vendor to serve our membership’s needs. To meet the goals of this RFP, NJPA reserves the right to award a Contract to multiple Proposers where the result of the responding Proposers justifies a multiple award and multiple contracts are deemed to be in the best interests of NJPA Member agencies.

E. SCOPE OF THIS RFP

1.14 The scope, goal and intent of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of **FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS**. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP. All proposals deemed responsive will be evaluated based on their ability to provide the overall highest value to NJPA and NJPA Member agencies. One of the measures of overall highest value will be the proposed breadth and depth of products and services.

1.15 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer’s Response has been submitted in accordance with the requirements of this RFP.

1.16 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

1.17 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like product/equipment and services solely from this Contract or from another contract source of their choice or from a contract resulting from their own procurement process.

1.18 NJPA’s interest in a contract resulting from this RFP: Notwithstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA’s interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the product/equipment and services procured there from.

1.19 Awarded Vendor’s interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as “contract compliant”, products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

1.20 Sole Source of Responsibility- NJPA desires a “Sole Source of Responsibility” Vendor meaning the Vendor will take sole responsibility for the performance of delivered products/services. NJPA also desires sole responsibility with regard to:

1.20.1 Scope of Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

1.20.2 Vendor use of sub-contractors in sourcing or delivering product/equipment and services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the product/equipment and services being proposed. Vendor assumes all responsibility for the equipment/products and services and actions of any such Sub-Contractor.

1.21 Additional Definitions for the scope of this solicitation.

1.21.1 In addition to **FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS**, this solicitation should be read to include, but not limited to:

1.21.1.1 This solicitation is not intended to include maintenance services or supplies for individual or fleets of vehicles/equipment.

1.21.2 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

1.22 Suggested Solutions Options

1.22.1 All potential Proposers are assumed to be professionals in their respective fields. As professionals you are deemed to be intimately familiar with the spectrum of NJPA and NJPA Members' needs and requirements with respect to the scope of this RFP.

1.22.2 With this intimate knowledge of NJPA and NJPA Members' needs, Proposers are instructed to provide their proposal response in a format describing their solutions to those current and future needs and requirements. Proposers should take care to be economical in their response to this RFP.

1.22.3 Multiple solutions to the needs of NJPA and NJPA Members are possible. **Examples could include:**

1.22.3.1 Equipment/Products Only Solution: Equipment/products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

1.22.3.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services which provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

1.22.3.3 Good, Better, Best: Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Members' needs.

1.22.3.4 Proven – Accepted – Leading Edge Technology: Where appropriate and properly identified, Proposers are invited to provide an appropriate identified spectrum of technology solutions to compliment or enhance the functionality of the proposed solutions to NJPA and NJPA Members’ needs both now and into the future.

1.23 Overlap of Scope:

1.23.1 When considering equipment, products, or groups of product/equipment and services submitted as a part of your response, and whether inclusion of such will fall within a “Scope of Proposal”, please consider the validity of an inverse statement.

- For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.
- In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.
- In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original “Scope” as intended by NJPA.

1.24 Geographic Area to be Proposed: This RFP invites proposals to provide **FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS** to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

1.25 Manufacturer as a Proposer: If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer’s authorized Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

1.26 Dealer/Re-seller as a Proposer: If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer’s authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

1.27 Contract Term: At NJPA’s option a contract resulting from this RFP will become effective either; 1) The date awarded by the NJPA Board of Directors, or 2) The day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

1.27.1 NJPA is seeking a Contract base term of four years subject to annual renewals as allowed by Minnesota Contracting Law. Full term is expected, however will only occur through successful annual renewals. One additional one-year renewal-extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members.

1.28 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

1.29 Estimated Contract Volume: Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Member agencies nationally.

1.30 Largest Possible Solution: If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

1.31 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

1.32 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

1.33 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the **FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS** industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

1.33.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

1.33.2 Technical Descriptions/Specifications. Proposers must supply **sufficient** information to:

- Demonstrate the Proposer's knowledge of industry standards, and
- Identify the equipment/products and services being proposed, and
- Differentiate those products and services from others.

Excessive technical descriptions and specifications which, in the opinion of NJPA unduly enlarge the proposal response may reduce evaluation points awarded on Form G.

1.34 Important note: NJPA does not typically provide product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested product/equipment and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Members' needs.

1.35 Commonly used Product/Equipment and Services: It is important that the equipment/products and services submitted are the equipment/products and services commonly used by public sector entities.

1.36 New Current Model Product/Equipment: Proposals submitted shall be for new, current model products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

1.37 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

1.38 Delivered and operational; Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.

1.39 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

1.40 Proposer's Warrants: The Proposer warrants all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the purposes for which they were intended.

G. SOLUTIONS BASED SOLICITATION

1.41 NJPA solicitations and contract process will not offer specific specifications for proposers to meet or base your response on. This RFP is a "Solutions Based Solicitation". This means the proposers are asked to understand and anticipate the current and future needs of NJPA and the nationally located NJPA membership base, within the scope of this RFP, and including specifications commonly desired or required by law or industry standards. Your proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

H. INQUIRY PERIOD

1.42 The inquiry period shall begin at the date of first advertisement and continue to the "Deadline for Requests". RFP packages shall be distributed to Potential Bidders during the inquiry period. The purpose for the defined "Inquiry Period" is to provide a finite group of Potential Bidders to invite to, and attend the pre-bid conference.

I. PRE-BID CONFERENCE

1.43 All Potential Bidders inquiring during the inquiry period will be invited to the OPTIONAL "Pre-Bid Conference" via the e-mail address used to make their inquiry. The purpose of the pre-bid conference is to allow Potential Bidders to ask questions and hear answers from their own questions and the questions of other Potential Bidders.

2. DEFINITIONS

A. PROPOSER - VENDOR

2.1 Exclusive Vendor- A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members nationally. A Proposer that exhibits and demonstrates the ability to offer and execute an outstanding overall program, demonstrates the ability and willingness to serve NJPA current and qualifying Members in all 50 states and comply with all other requirements of this RFP, is preferred.

2.2 Potential Proposer- A person or entity requesting a copy of this RFP.

2.3 Proposer- A company, person, or entity delivering a timely response to this RFP.

2.4 Vendor- One of a number of Proposers whose proposal has been awarded a contract pursuant to this RFP.

2.5 Request for Proposal- Herein referred to as RFP

B. CONTRACT

2.6 “Contract” as used herein shall mean cumulative documentation consisting of this RFP, fully executed forms C, D, F & P from the Proposer’s response pursuant to this RFP, and a fully executed form E, “Acceptance and Award” with final terms and conditions.

Form E will be executed on or after award and will provide final clarification of terms and conditions of the award.

C. TIME

2.7 Periods of time, stated as number of days, shall be in calendar days.

D. PROPOSER’S RESPONSE

2.8 A Proposer’s Response is the entire collection of documents as they are received by NJPA from a Potential Proposer in response to this RFP.

E. CURRENCY

2.9 All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

F. FOB

2.10 FOB stands for “Freight On Board” and defines the point at which responsibility for loss and damage of product/equipment purchased is transferred from Seller to Buyer. “FOB Destination” defines that transfer of responsibility for loss is transferred from Seller to Buyer at the Buyer’s designated delivery point.

2.11 FOB does not identify who is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

3. INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. PRE-PROPOSAL CONFERENCE

3.1 A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential

Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP. Only answers issued in writing by NJPA to questions asked before or during the Pre-proposal Conference shall be considered binding.

B. IDENTIFICATION OF KEY PERSONNEL

3.2 Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

3.3 Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

C. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

3.4 Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

3.5 Exceptions, deviations or contingencies stipulated in Proposer's Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

D. FORMAL INSTRUCTIONS TO PROPOSERS

3.6 It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

3.7 All proposals must be sent to "The National Joint Powers Alliance®, 202 12th ST NE Staples, MN 56479."

3.8 Format for proposal response: All proposals must be physically delivered to NJPA at the above address in the following format:

3.8.1 Hard copy original signed, completed, and dated forms C,D,F, and hard copy signed signature page only from forms A and P from this RFP,

3.8.2 Hard copies of all addenda issued for the RFP with original counter signed by the Proposer,

3.8.3 Certificate of insurance verifying the coverage identified in this RFP,

3.8.4 Two complete copies of your response on a CD (Compact Disc) or flash drive. The first copy shall be identified as the "Evaluation Copy" and the second copy will be identified as the "Public Records" copy. Both copies shall contain completed Forms A,B,C,D,F & P, your statement of products and pricing together with all appropriate attachments, a copy of your audited financial statements from previous year end(or an unaudited copy if an audited copy is not available). However, your "Public Record Copy" shall have all "Confidential information" information redacted. You will be responsible for citing specific legal authority for each redaction as identified herein.

3.9 All Proposal forms must be submitted in English and be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

3.10 Proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

3.11 It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals.

3.11.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message **“Hold for Proposal Opening”**, and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

3.12 Corrections, erasures, and interlineations on a Proposer’s Response must be initialed by the authorized signer in original ink on all copies to be considered.

3.13 Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

3.13.1 Proposer’s are responsible for checking directly with the NJPA website for addendums to this RFP.

3.13.2 Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

E. QUESTIONS AND ANSWERS ABOUT THIS RFP

3.14 Upon examination of this RFP document, Proposer shall promptly notify the NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP will be made by NJPA through addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

3.15 Submit all questions about this RFP, in writing, referencing **“FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS”** to Gregg Meierhofer, NJPA 202 12th Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Gregg Meierhofer at (218) 894-1930. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Gregg Meierhofer. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7th) calendar day prior to proposal due-date cannot be answered.

3.16 If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

3.17 If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

3.18 As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

3.19 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org by clicking on “Current and Pending Solicitations” and from the NJPA offices. No questions will be accepted by NJPA later than five (5) days prior to the deadline for receipt of proposals, except an addendum withdrawing the request for proposals or one that includes postponement of the date of receipt of proposals. Each Potential Proposer shall ascertain prior to submitting a Proposal that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

3.20 An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the

time specified for opening of all proposals.

F. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

3.21 A submitted proposal may not be modified, withdrawn from or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened regarding this RFP. **Prior** to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Manager of Bids and Contracts. Such notice shall be submitted in writing and include the signature of the Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

G. VALUE ADDED ATTRIBUTES, PRODUCTS/SERVICES

3.22 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be “Value Added Services” for products where a typical buyer may not have the ability to perform these functions.

3.23 Where to document Value Added Attributes: The opportunity to indicate value added dimensions and such advancements will be available in the Proposer’s Questionnaire and Proposer’s product and service submittal.

3.24 Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of **“FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS”**, and advances to provide products/services, supplies meeting and/or exceeding today’s industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products and services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

3.25 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase product/equipment and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide “Credits” to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. NJPA is committed to facilitating the realization of such “Credits” through certain structuring techniques for transactions resulting from this RFP.

3.26 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. “Green” characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. Please identify any Green characteristics of the product/equipment and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as “green” and by which certifying agency.

3.27 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

3.28 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

H. CERTIFICATE OF INSURANCE

3.29 Proposer shall provide evidence of liability insurance coverage identified below in the form of an ACCORD binder form with their proposal. Upon Award issued pursuant to this contract, and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing verification, in the form of an ACCORD binder identifying the coverage required below and identifying NJPA as a “Certificate Holder” and an “Additional Insured”. Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.

3.30 Vendor, upon award, shall be required to maintain the following insurance coverage during the term of the NJPA Contract:

(1) Workers Compensation insurance (Occurrence) with the following minimum coverage: Bodily injury by accident--per employee \$100,000; Bodily injury by disease--per employee \$100,000; Policy limits \$500,000. In addition, Proposer shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage: Bodily injury by accident--per employee \$100,000; Bodily injury by disease--per employee \$100,000; Policy limits \$500,000.

(2) Commercial General Liability Policy per occurrence \$1,000,000.

(3) Business Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Proposer or Proposer’s personnel in the performance of this Contract. The Business Automobile Policy shall have a per occurrence limit of \$1,000,000.

3.31 The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to NJPA. Certificates of Insurance showing such coverage to be in force shall be filed with NJPA prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business nationally and shall be with companies acceptable to NJPA, which must have a minimum AM Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

I. ORDER PROCESS AND/OR FUNDS FLOW

3.32 Please propose an order process and funds flow. Please choose from one of the following:

3.32.1 B-TO-G: The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP.

3.32.3 Other: Please fully identify.

J. ADMINISTRATIVE FEES

3.33 Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

3.33.1 Calculated as a percentage of the dollar volume of all equipment/products and services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction, and

3.33.2 Included in, and not added to, the pricing included in Proposer's Response to this RFP, and

3.33.3 Designed to offset the anticipated costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract resulting from this RFP.

3.33.3.1 Typical administrative fees for a B-TO-G order process and funds flow is 2.0%.

3.34 The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer's Questionnaire.

4. PRICING STRATEGIES

4.1 NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of equipment/products and services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.

4.2 RFP is an "Indefinite Quantity Product/Equipment and Related Service Price and Program Request" with potential national sales distribution and service. Proposers are agreeing to fulfill Contract obligations regarding each product/equipment to which you provide a description and a price. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be copied on a CD along with other requested information as a part of a Proposer's Response.

4.3 Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the equipment/products and services and being supplied must always be disclosed at the time of purchase.

4.4 Primary Pricing/Secondary Pricing Strategies- All Proposers will be required to submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies such as but not limited to "Hot List," "Sourced Product/Equipment" and "Volume Discounts," as well as financing options such as leasing.

A. LINE-ITEM PRICING

4.5 Line-Item pricing- A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products/equipment and/or related services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products/equipment and prices are individually identified however, Proposers with a large number of products/equipment to propose may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and increase the clarity of the contract pricing format.

4.6 All Line-Item Pricing items must be numbered, organized, sectioned, including SKU's (when applicable) and easily understood by the Evaluation Committee and members.

4.7 Line-Item Pricing items are to be submitted in an Excel spreadsheet format provided and are to include all appropriate identification information necessary to discern the line item from other line items

in each Responder's proposal.

4.8 The purpose for the excel spreadsheet format for Line-Item Pricing is to be able to use the "Find" function to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products/equipment and related services.

4.9 All products/equipment and related services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

4.10 Proposers are asked to provide both a published "List" price as well as a "Proposed Contract Price" in their pricing matrix. "The published List" price will be the standard "quantity of one" price currently available to government and educational customers excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

4.11 Percent Discount From Catalog, list or Category Pricing- A specific percentage discount from a "Catalogue or List Price" defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products/equipment or related services being proposed.

4.12 Individualized percentage discounts can be applied to any number of defined product groupings.

4.13 A Percentage Discount from MSRP may be applied to all elements identified in MSRP including all Manufacturer Options applicable to the product/equipment or related service.

4.14 Accessory options requested by the customer and related to the general scope of this RFP but are not under the current contract will be priced using a "Sourced Product/equipment pricing model" as defined herein. See Section F

4.15 When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published "MSRP" with NJPA and must be included in their proposal and provided throughout the term of any Contract resulting from this RFP.

4.16 NJPA reserves the right to review catalogs submitted to determine if the represented products and services reflect and relate to the scope of this RFP. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs may result in termination for convenience. New price lists or catalogs found to be offering non-contract items during the Contract may be grounds for terminating the Contract for convenience. New optional accessories for product/equipment and related services may be added to the Contract through the NJPA approval process at the time they become available.

C. HOT LIST PRICING

4.17 Where applicable, NJPA also invites the Vendor, at their option, to offer a specific selection of products/services, defined as a Hot List selection offer pricing at greater discounts or related advantages than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Providing or offering a "Hot List Selection" of equipment/products and related services is optional. Equipment/products and related services may be added or removed from the "Hot List" at any time.

4.18 Hot List program and pricing when applicable may also be used to discount and liquidate close-out

and discontinued equipment/products and related services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

4.19 Hot List Program and Pricing is allowed to change at the discretion of the Vendor within the definition of Hot List Pricing. The Vendor is responsible to maintain current Hot List product/equipment and related service descriptions and Pricing with NJPA.

D. CEILING PRICE

4.20 Proposal pricing is to be established as a ceiling price. At no time may the proposed equipment/products and related services be offered pursuant to this Contract at prices above this ceiling price without request and approval by NJPA. **IMPORTANT NOTE:** Contract prices may be reduced to allow for volume considerations and commitments and to meet the specific and unique needs of an NJPA Member.

4.21 Allowable specific needs may include competitive situations, certain purchase volume commitments or the creation of custom programs based on the individual needs of NJPA Members.

E. VOLUME PRICE DISCOUNTS

4.22 Proposers are free to offer volume commitment discounts from the contract pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

4.23 Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations, locations, competitively situations and provided the same manufacturer support is available to the Vendor.

4.24 All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor's suppliers.

F. SOURCED PRODUCT/EQUIPMENT /OPEN MARKET ITEMS

4.25 NJPA or NJPA Members may from time to time, request product/equipment and/or equipment/products and related services that are within the related scope of this RFP, which are not included in an awarded Vendor's line-item product/equipment and related service listing or "list or catalog". These items are known as Sourced Product/Equipment or Open Market Items.

4.26 An awarded Vendor resulting from this RFP may "Source" equipment/products and related services for NJPA or an NJPA Member to the extent they:

4.26.1 Identify all such equipment, products and services as "Sources Product/Equipment" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and provided to either NJPA or an NJPA Member, and

4.26.2 All applicable acquisition regulations pertaining to the purchase of such equipment, products and services have been followed, as defined by NJPA or the NJPA Member receiving quotation from Vendor, and

4.26.3 NJPA or the NJPA Member has determined the prices as quoted by Vendor for such equipment, products and services are deemed to be fair and reasonable and are acceptable to the

member.

G. COST PLUS A PERCENTAGE OF COST

4.27 Cost plus a percentage of cost as a primary pricing mechanism is not desirable.

H. TOTAL COST OF ACQUISITION

4.28 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, shall be defined as:

- The cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location.

4.29 For example, if you are proposing equipment/products only (IE, FOB Proposer's dock) your proposal would identify your deviation from the "Total Cost of Acquisition" of contracted equipment/products. The "Proposal should reflect that the contract does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities." In contrast, proposed terms including all costs for product/equipment and services delivered and operational at to the end-user's location would require a disclosure of "None".

I. REQUESTING PRODUCT/EQUIPMENT AND RELATED SERVICE ADDITIONS/DELETIONS

4.30 Requests for product/equipment and related services, price changes, additions, deletions, or any related contract changes must be made in written form and shall be subject to approval by NJPA.

4.31 New equipment/products and related services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those equipment/products and related services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new equipment/products and related services generally include new updated models of equipment/products and related services and or enhanced services previously offered which could reflect new technology and improved functionality.

4.32 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

4.33 NJPA's due diligence in analyzing any request for change is to determine if approval of the request is 1) within the scope of the original RFP, and 2) in the "Best Interests of NJPA and NJPA Members." We are looking for consistent pricing and delivery mechanisms and an understanding of what value the proposal brings to NJPA and NJPA Members.

4.34 Documenting the "Best Interests of NJPA and NJPA Members" when outdated equipment is being deleted is fairly straight forward since the product is no longer available and not relevant to the procurement Contract.

4.35 Requests must be in the form of 1) a cover letter to NJPA a) asking to add the product/equipment line, b) making a general statement identifying how the products to be added are within the scope of the original RFP, and c) making a general statement identifying that, if appropriate, the pricing is consistent with the existing Contract pricing and 2) the detail as to what is being added at what price will then be an attachment to that cover letter. Pending approval of your request by NJPA you will need to provide a complete re-statement of all pricing including all new prices/products AND existing prices and products/equipment.

4.36 NJPA's intent is to encourage Proposers to provide and document NJPA's due diligence in a clear and concise one page format on which we can approve and sign our acknowledgment and acceptance.

This information must ultimately come from Proposers, and NJPA is requiring it in this format.

J. REQUESTING PRICING CHANGES

4.37 Price Decreases: Requests for standard Contract price decrease adjustments (percentage discount increases) are encouraged and will be allowed at any time based on market place efficiencies, market place competitiveness, improved technologies and/or improved methods of delivery or if Vendor engages in innovative procurement practices such as strategic sourcing, aggregate and volume purchasing. NJPA expects Vendors to propose their very best prices and anticipates price reductions due to the advancement of technologies and market place efficiencies. Documenting the “Best Interests of NJPA and NJPA Members” is highly valued when we are documenting price reductions.

4.38 Price increases: Requests for standard contract price increases (or the inclusion of new generation products/equipment/services at higher prices) can be made at any time. These requests will again be evaluated by NJPA based on the best interests of NJPA and NJPA Members. As an example, typically acceptable requests for price increases for existing equipment/products and services may cite increases to the Vendor of input costs such as petroleum or other applicable commodities. Typically acceptable requests for price increases for new equipment/products and services enhance or improve on the current solutions currently offered as well as cite increases in utility of the new compared to the old. Vendors are requested to reasonably document the claims cited in their requests. Your written request for a price increase, therefore, is an exercise in describing what you need, and a justification for why you need it in sufficient detail for NJPA to deem such change to be in the best interests of ourselves and our Members.

4.39 Price Change Request Format: An awarded Proposer will use the format of a cover letter requesting price increases in general terms (a 5% increase in product line X) and stating their justification for that price increase (due to the recent increase in petroleum or raw material costs) by product category. Specific details for the requested price change must be attached to the request letter identifying product/services where appropriate, both current and proposed pricing. Attachments such as letters from suppliers announcing price increases are appropriate for documenting your requests here.

K. PRICE AND PRODUCT CHANGES FORMAT

4.40 NJPA’s due diligence regarding product and price change requests is to consider the reasonableness of the request and document consideration on behalf of our members. Submit the following documentation to request a pricing change:

4.40.1 A cover letter:

- a. Please address the following subjects in your cover letter:
 - i. What product/equipment and related service prices are changing?
 - ii. How much are the prices changing?
 - iii. Why are the prices changing?
 - iv. Any additions or deletions from the previous product/equipment and related services list and the reason for the changes.
- b. The specifics of the product/equipment and price changes will be listed in the excel spreadsheets identified below. Please take a more general “Disclosure” approach to identifying changes in the cover letter.
 - i. If applicable and **for example**, indicate “All paper equipment/products and services increased 5 % in price due to transportation and fuel costs.”
 - ii. If applicable, for instance, indicate, “The 6400 series floor polisher added to the product list is the new model replacing the 5400 series. The 6400’s 3% price increase reflects the rate of inflation over the past year. The 5400 series is now included in the “Hot List” at a 20% discount from previous pricing until remaining inventory is liquidated.”

4.40.2 An excel spreadsheet identifying all equipment/products and services being offered and their pricing. Each subsequent pricing update will be saved using the naming convention of “(Vendor Name) pricing effective XX/XX/XXXX.”

- a. Include all equipment/products and services regardless of whether their prices have changed. By observing this convention we will:
 - i. Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.
 - ii. Create a historical record of pricing.

L. SINGLE STATEMENT OF PRICING/HISTORICAL RECORD OF PRICING

4.41 Initially; and again with each request for product addition, deletion, and/or pricing change; you must state all pricing for all equipment/products and services available. The request for price changes described above will serve as the documentation for those requested changes. Each complete pricing list will be identified by its “Effective Date.” Each successive price listing identified by its “Effective Date” will create a “Product and Price History” for the Contract.

4.42 Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

4.43 All equipment/products and services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each “Pricing” sheet created as a result of each request for product, service, or pricing change.

4.44 Each subsequent “Single Statement of Product and Pricing” will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP. Proposers are required to create a historical record of pricing annually by submitting updated pricing referred to as a “Single Statement of Product/Equipment and Related Services Contract Price Update”. This pricing update is required at a minimum of once per contract year.

M. PAYMENT TERMS

4.45 Payment terms will be defined by the Proposer in the Proposer’s Response. Proposers are encouraged to offer payment terms through P Card services if applicable to the customary method of procurement relating to the contracted product/equipment and related services.

4.46 Leasing- If available, identify any leasing programs available to NJPA and NJPA Members as part of your proposal. Proposers should submit an example of the lease agreement to be used. Proposers should identify:

- General leasing terms such as:
 - The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and
 - The index rate being adjusted; and
 - The “Purchase Option” at lease maturity (\$1, or fair market value); and
 - The available term in months of lease(s) available.
- Leasing company information such as:
 - The name and address of the leasing company; and
 - Any ownership, common ownership, or control between the Proposer and the Leasing Company.

N. SALES TAX

4.47 Sales and other taxes, where applicable, shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to

Vendor. When ordering, if applicable, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

O. SHIPPING AND SHIPPING PROGRAM

4.48 Shipping program for material only proposals, or sections of proposals, must be defined as a part of the cost of product/equipment. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. No COD orders will be accepted. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order. See “The Total Cost of Acquisition” for the equipment/products and related services.

4.49 Any shipping cost charged to NJPA or NJPA Members will be considered to be part of “proposal pricing.”

4.50 Additional costs for expedited deliveries will be at the additional shipping or handling expense to the NJPA Member.

4.51 Selection of a carrier for shipment will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the requester.

4.52 Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

4.53 Proposals containing restocking fees are less advantageous than those not containing re-stocking fees. That being said, certain industries cannot avoid restocking fees. Certain industries providing made to order product/equipment may not allow returns. With regard to returns and restocking fees, Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects. Where used, restocking fees in excess of 15% will be considered excessive. Restocking fees may be waived, at the option of the Proposer/Vendor. Indicate all shipping and re-stocking fees in price program.

4.54 Proposer agrees shipping errors will be at the expense of the Vendor. For example, if a Vendor ships a product that was not ordered by the member, it is the responsibility of the Vendor to pay for return mail or shipment at the convenience of the member.

4.55 Unless specifically stated otherwise in the “Shipping Program” of a Proposer’s Response, all prices quoted must be F.O.B. destination with the freight prepaid by the Vendor. Delivery effectiveness is very important aspect of this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

4.56 Delivered products/equipment must be properly packaged. Damaged products/equipment will not be accepted, or if the damage is not readily apparent at the time of delivery, the products/equipment product/equipment shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the product/equipment at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the product/equipment at the time of delivery.

4.57 Vendor shall deliver Contract conforming products/equipment in each shipment and may not substitute products/equipment without approval from NJPA Member.

4.58 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products/equipment which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of a non-conforming product/equipment, NJPA Member will immediately notify Vendor and the Vendor will replace non-conforming product/equipment with conforming product/equipment acceptable to the NJPA member.

4.59 Throughout the term of the Contract, Proposer agrees to pay for return shipment on product/equipment that arrives in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged product/equipment.

4.60 Unless contrary to other parts of this solicitation, if the product/equipment or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

P. NORMAL WORKING HOURS

4.61 Prices quoted are for equipment/products and services delivered during normal business hours. Normal Business hours will be as specifically defined herein, defined through industry standards OR defined through statement contained in the purchase/work order issued pursuant to a Contract resulting from this RFP.

5. MARKETING PLAN

5.1 Internal Marketing Plan: If you are awarded a contract based on this solicitation, your sales force will be the primary source of the contract success. Your sales force needs to be aware that the value of the contract includes:

- The use of the NJPA Contract will save their customer (NJPA's Member) the time and effort of bringing a new individual Request For Proposal (RFP).
- The use of the NJPA Contract will save you and your sales force the time and effort of responding to individual Request For Proposals (RFPs).
- The use of the NJPA Contract will offer NJPA members the opportunity to have the ability to choose your company's contracted product/equipment and related services.

An award of Contract resulting from this RFP is an opportunity for the awarded Vendor to pursue commerce with, and deliver valued contracted products/equipment and related service solutions to NJPA and NJPA Members nationwide. Your internal marketing plan should serve to:

5.1.1 Identify the appropriate levels of sales management whom will need to understand the value of, and the internal procedures necessary to deliver your Contract solution to NJPA and NJPA Members through your marketing and sales efforts.

5.1.2 Identify, in general, your national footprint and dedicated feet-on-the-street sales force that will be carrying this Contract message and opportunity in the field to NJPA Members. Outline the sale force network in terms of numbers and geographic location and distribution of the product/equipment and related services. Service may be independent of the sales of the product/equipment. Demonstrate fully the sales and service capabilities of your company through your response.

5.1.2.1 Identify whether your sales force are employees or independent contractors. Identify whether your dealers are company owned or independently owned.

5.1.3 Identify your plan for delivering training to these individuals.

5.1.3.1 Will you have your sales force or dealer network gathered at national or regional events in the near future? Does your sales force or dealer network have the ability to participate in sales training webinar or webcast events?

5.1.3.2 NJPA is prepared to provide our personnel for sales training and/or on a webinar or webcast or other methodologies to effectively reach the appropriate groups within your sales management, dealer network and sales force.

5.1.4 Sales Management Contract Training.

5.1.4.1 NJPA will commit to providing contract sales training regarding all aspects of communicating the value of the Contract itself, the authority of NJPA to offer the Contract to its Members, the value the Contract delivers to NJPA Members, the scope of NJPA Membership, and the authority of NJPA Members to utilize NJPA procurement contracts.

5.1.4.2 Your Sales Management will be needed to provide training regarding employee compensation and internal procedures when delivering the Contract opportunity, and how this Contract purchasing opportunity relates with other such opportunities available.

5.2 Success in marketing is dependent upon 1) the delivery of value as defined in section 1.4, 2) the delivery of knowledge of the contract and its proper use and utility, and 3) the delivery of the contracted products/equipment and related services and the sales reward which creates a personal commitment to the contract. NJPA desires a marketing plan that:

5.2.1 identifies the value to a member of a delivered a competitively proposed national cooperative procurement contract that reduces the need by both the NJPA Member and the Vendor/Vendor's sales staff of the responsibility to facilitate and responding to multiple and similar individual RFP's;

5.2.2 identifies the appropriate Vendor personnel from both management and sales staff who will be trained on the sales and marketing methods, strategy, use and utility of such a contract and a general schedule of when and how those individuals will be trained; and

5.2.3 identifies in general how the reward system for the marketing, delivery, and service chain of the Vendor will be affected by the implementation of the proposed Contract and how that will be proposed to those individuals in terms of the value created for them and their departments in 5.1.1 above.

5.3 External Marketing Plan: NJPA is seeking the ability to serve all our current and potential members nationwide. The Proposer must demonstrate the ability to both market and service their products/equipment and related services to NJPA current and potential members nationwide. As a part of your Marketing Plan, demonstrate your sales and service network and the capability to staff, communicate and offer the contract opportunity while demonstrating your commitment to serving NJPA and NJPA Members nationwide through the awarded contract.

5.4 The Proposer must exhibit the willingness and ability to develop marketing materials and participate in marketing venues such as:

5.4.1 Printed Marketing Materials. Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logos, identifying the Vendor, the Vendor's general utility for NJPA and NJPA Members, and contact information to be used by NJPA and NJPA Members in a full page, half page, and quarter page formats. These advertisements will be used in the NJPA directory and other marketing publications.

5.4.2 Contract announcements and advertisements. Proposer will identify a marketing plan identifying their anticipated contract announcements, advertisements in industry periodicals, or other direct or indirect marketing activities.

5.4.3 Proposer's Website. Proposer will identify how an Awarded Contract will be displayed on the Proposer's website. An on-line shopping experience for NJPA and NJPA Members is desired when applicable and will be viewed as a value-added attribute to a Proposer's Response.

5.4.4 Trade Shows. Proposer will outline their proposed involvement in the promotion of a Contract resulting from this RFP through applicable trade shows. Proposers are encouraged to identify tradeshow and other appropriate venues for the promotion of any such Contract. Proposers are encouraged to consider participation with NJPA at NJPA embraced national trade shows. Examples of such could include:

NAEP	National Association of Education Procurement
I-ASBO	International Association of School Business Officials
NIGP	National Institute of Government Purchasing

5.5 Proposer must also work in cooperation with NJPA to develop a marketing strategy and provide avenues to equally market and drive sales through the Contract and program to all NJPA Members nationally. Awarded Vendor agrees to actively market in cooperation with NJPA all contracted equipment/products and services to current and potential NJPA Members. NJPA reserves the right to deem a Proposer non-responsive or to waive an award based on an unacceptable marketing plan.

5.6 As a part of this response, submit a complete Marketing Plan on how you would help NJPA roll out this program to current and potential NJPA Members. NJPA requires the Awarded Vendors actively promote the Contract in cooperation with the NJPA. Proposers are advised to consider marketing efforts in the areas of 1) Website Link from Proposer's website to NJPA's website, 2) Attendance and participation with a display booth at national and regional trade shows and meetings when the event is applicable to the Proposer's customer vertical, and 3) Sales team and sales training programs involving both Proposer's sales management and NJPA staff.

5.7 Facilitating NJPA Membership: Proposer should express their commitment to develop a process to establish membership status of current and potential agencies with NJPA as a part of the sales or customer communication process.

5.7.1 Membership information: Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA to appropriately facilitate membership.

6. PROPOSAL OPENING PROCEDURE

6.1 Sealed and properly identified Proposer's Responses for this RFP entitled "**FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS**" will be received by Gregg Meierhofer, Manager of Bids and Contracts, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline for receipt of, and proposal opening identified on page one of this RFP. **We document the receipt by using an atomic clock; an NJPA employee electronically time and date stamps all Proposals immediately upon receipt.** The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Evaluation Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Gregg Meierhofer 202 12th Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in

the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify **"FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS"** To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

7. EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

7.1 Overall Evaluation (FORM G) - The NJPA Proposal Evaluation Committee will evaluate proposals received based on a 1,000 point evaluation system. The Committee will establish both the evaluation criteria and designate the relative importance of those criteria by assigning possible scores for each category.

7.2 NJPA will use a 1,000 Point Evaluation System to help determine the best overall Proposer(s) selection. Bonus points may be available for specific proposal characteristics identified such as "Green Product Certifications."

7.2.1. Bonus Evaluation Points- Bonus evaluation points may be awarded by the NJPA Proposal Evaluation Committee based on criteria identified as being both "optional" and "having additional value."

7.3 NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. The total possible score is 1,000 points. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities.

7.4 Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal Evaluation Committee.

7.5 To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness."

7.6 NJPA uses a variety of evaluation methodologies, including but not limited to a cost comparison of specific and deemed to be like equipment/products. These processes establish final points for submitted price levels.

7.7 The procurement activities of the NJPA Proposal Evaluation Committee are limited to document preparation, answering Proposer questions, advertising the solicitation, distribution of this RFP upon request, conducting an evaluation and making recommendation for possible approval to NJPA Board of Directors.

B. PROPOSER RESPONSIVENESS

7.8 Proposer's Response received after the deadline for submission will be invalid and returned to the Potential Proposer unopened.

7.9 An essential part of the proposal evaluation process is an evaluation to qualify the Proposer being considered. All proposals must contain answers or responses to the information requested in the proposal forms. Any Proposer failing to provide the required documentation may be considered non-responsive.

7.10 Deviations or exceptions stipulated in Proposer's Response may result in the proposal being classified as non-responsive.

7.11 To qualify for evaluation, a proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document. A proposal must reasonably and substantially conform to all the terms and conditions in the solicitation to be considered responsive.

7.12 The Proposal Evaluation Committee shall utilize the following criteria to evaluate all proposals received. Items 1-4 constitute the test for “Level One Responsiveness” and are determined on the proposal opening date. “Level 2” responsiveness is determined through the evaluation of the remaining items listed under Proposal Evaluation Criteria. These items are not arranged in order of importance and each item may encompass multiple areas of information requested.

1. The proposal response is received prior to the deadline for submission.
2. The proposal package was properly addressed and identified as a sealed proposal with a specific opening date and time.
3. The proposal response contains the required certificate of liability insurance.
4. The proposal response contains original signatures on all documents requiring such.

C. PROPOSAL EVALUATION CRITERIA

7.13 Reduction of Evaluation Points. The following items will be sufficient cause to reduce evaluation points.

7.13.1 If a manufacturer or supplier chooses not to produce or supply a full selection and representation of product/equipment and related services it has available which fall within the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

7.14 Evaluation Criteria

7.15 Evaluation of each Proposer’s Response will take into consideration as a minimum response but not necessarily limited to the following:

1. Adherence to all requirements of this RFP as defined by industry standards.
2. Prior knowledge of and experience with a Proposer in terms of past performance and market place success.
3. Capability of meeting or exceeding current and future needs or requirements of NJPA and NJPA Members.
4. Evaluation of Proposer’s ability to market to and provide service to all NJPA Members nationally.
5. Financial condition of the Proposer.
6. Nature and extent of company data furnished in Proposer’s Response.
7. Quality of products, equipment, and services offered including value added related services.
8. History of member service to NJPA type customers.
9. Overall ability to perform sales, solutions and contract support as submitted.
10. Ability to meet service and warranty needs.
11. History of meeting shipping and delivery expectations of contracted products/ services.
12. Technology advancements and related provisions.
13. Ability to market and promote the Contract within current business practices.
14. Willingness to develop and enter into NJPA Contract and business relations.
15. Favorable bond rating and applicable industry standard licensing ability.
16. Past market place successes and brand recognition.
17. Demonstrated warranty and product/service responsibility.
18. Possesses qualifications as a responding Proposer that meets or exceeds those set within the solicitation.
19. Information from government and education references and past performance information including past agency approval.
20. Demonstrates that they offer the most current industry standard equipment/products and related services and/or services.

21. Demonstrates financial stability as a company and a favorable banking line of credit.
22. Demonstrates their equipment/products and related services proposed meet and/or exceed industry standards accepted by educational or governmental agencies nationally.
23. Demonstrates market place success and their past performance exhibits an acceptable reputation nationally within the government and education market place.
24. Demonstrates that the company possesses the background, knowledge, capacity, and ability to sell, deliver, and support equipment/products and related services offered to government and education and related agencies.
25. Response's conformance to terms and conditions as described in the solicitation, including documentation.
26. Has provided documentation defining, outlining, and describing their concept of a national marketing program they will be implementing to facilitate and coordinate the cooperative activities required by an awarded NJPA Contract.
27. Has provided all of the required and applicable documentation required i.e. insurance certificates, licenses, and/or registration certificates required to do business nationally.
28. Line-Item Pricing, or acceptable pricing model in approved excel format, listing of all of the proposed equipment/products and related services and warranty provisions with their associated units of costs.
29. Hot List Pricing equipment/products and related services in a Line-Item Pricing format (when applicable).
30. Contract Pricing submitted as requested to include selection of products/equipment and related services in a Line-Item Pricing and/or Percentage Discount from a published gov/ed price list or Catalog.

D. OTHER CONSIDERATION

7.16 Consideration will be given in the award based on the completion and degree of information provided regarding available products/equipment, and accessories, and related services as well as, applicable parts of the Proposer Information and Questionnaire.

7.17 The Proposer is required to have extensive knowledge and at least three (3) years of experience with the related activities surrounding the selling of the product/equipment, related services or related products/equipment offered.

7.18 NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

7.19 The fact a manufacturer or supplier chooses not to produce or provide equipment products or services to meet the intent and scope of this RFP will not be considered sufficient cause to adjudge this RFP as restrictive.

7.20 Consideration will be given in the proposal evaluation based upon the selection, variety, technological advances, and demonstrated quality of products submitted, technological advances, and pricing. A positive review will reflect the ability of the Proposer to communicate the value of these factors and to demonstrate how the depth and breadth of their product and service offerings provide NJPA and NJPA Members comfort and assurance understanding that the proposer accepts the sole source of responsibility of the response to the scope of this RFP.

7.21 Consideration will also be given to proposals demonstrating technological advances, provide increased efficiencies, expanded service and other related improvements beyond today's NJPA member's needs and applicable standards.

7.22 Strong consideration will be given to a Proposer's past performance, distribution model, and the demonstration their ability to effectively market and service NJPA Membership nationally.

7.23 Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately only one of the factors taken into consideration in the evaluation and award.

7.24 The Proposer's ability to follow the proposal preparation instructions set forth in this solicitation will also be considered to be an indicator of the Proposer's ability to follow other future instructions should they receive an award as a result of this solicitation. Any Contract between NJPA and a Proposer requires the delivery of information and data. The quality of organization and writing reflected in the proposal will be considered an indication of the quality of organization and writing which would be prevalent if a Contract was awarded. As a result, the proposal will be evaluated as a sample of data submission.

7.25 Proposer's audited financial statements from previous year end (or an unaudited copy if an audited copy is not available). The Proposer's audited financial statements from previous year end (or an unaudited copy if an audited copy is not available) are requested and reviewed to get a general feel for the size, strength, and probable scope of the Proposer.

7.26 NJPA reserves the right to reject the Proposer's Response of the apparent successful Proposer where the available evidence or information does not exhibit the ability or intent to satisfy NJPA that the potential Vendor is unable to properly carry out the terms of this RFP and potential Contract.

7.27 NJPA shall reserve the right to reject any or all proposals. NJPA also reserves the right to reject a proposal not accompanied by required certificate of insurance, other data required by this RFP, or if a Proposer's Response is incomplete or irregular. The NJPA shall reject all proposals where there has been proven or suspicion of collusion among the Proposers.

E. COST COMPARISON

7.28 NJPA reserves the right to use this process in the event the Proposal Evaluation Committee feels it is necessary to make a final determination.

7.29 This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the NJPA Evaluation Committee and the unit cost will be used as a basis for determining the point value. The "Market Basket" will be selected by NJPA from all product categories as determined appropriate by NJPA. The low priced Proposer will receive the full point value and all other Proposers will receive points as follows: Lowest price Proposal = 5 (where there are five proposers), and inferior proposals = 4, 3, 2, 1 points each. The Total Score for each proposer will be the sum of all points earned. The result of this process shall not be the sole determination for award.

F. PRODUCT TESTING

7.30 NJPA reserves the right to request and test equipment/products and related services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer's resources, personnel, and organization within three (3) days.

G. PAST PERFORMANCE INFORMATION

7.31 Past performance information is relevant information regarding a Proposer's actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer's record of conforming to specifications and standards of good workmanship. The Proposer's history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, Past Performance Information can be defined as the Proposer's

businesslike concern for the interests of the NJPA Member.

H. WAIVER OF FORMALITIES

7.32 NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

8. POST AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

8.1 Purchase Order- Purchase Orders for product/equipment and related services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXX." A Purchase Order is an offer to purchase product/equipment and related services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

8.2 Governing Law- Purchase Orders, as identified above, shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either part the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

8.3 Additional Terms and Conditions- Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to, among other things; formally introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose, intent or currently established terms and conditions contain in this RFP document.

8.4 Specialized Service Requirements- In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part or within the scope of the awarded Contract.

8.5 Performance Bond- At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for product/equipment and related services. If a purchase order is cancelled for lack of a required performance bond by the member agency, it shall be the recommendation of NJPA that the current pending Purchase Order be canceled. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR

CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

B. NJPA MEMBER SIGN-UP PROCEDURE

8.6 Awarded Vendors will be responsible for familiarizing their sales and service forces with the various forms of NJPA Membership documentation and shall encourage and assist potential Members in establishing Membership with NJPA. NJPA membership is at no cost, obligation or liability to the member or the vendor.

C. REPORTING OF SALE ACTIVITY

8.7 A report of the total gross dollar volume of all equipment/products and related services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will be developed by NJPA in cooperation with the Vendor to include, but not limited to, name and address of purchasing agency, amount of purchase, and a description of the items purchased.

8.7.1 Zero sales reports: Awarded Vendors are responsible for providing a quarterly sales report of contract sales EVERY QUARTER regardless of the existence or amount of sales.

D. AUDITS

8.8 During the Term, however no more than once per calendar year, Vendor(s) may be required to make available to NJPA at the Vendor's corporate offices (during normal business hours) the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract. NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Vendor shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged hereunder of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

E. HUB PARTNER

8.9 Hub Partner: Where applicable, NJPA Members may, from time to time, request to be served in some way through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, Disadvantaged Business Entity Credits, or other considerations.

8.10 Hub Partner Fees: Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member provide that:

8.10.1 The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction; and

8.10.2 To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation shall be documented to show it is "Executed for the Benefit of

[NJPA Member Name].”

F. TRADE-INS

8.11 Where Appropriate, the value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified “Trade-In” value shall be credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration to that purchase order.

G. OUT OF STOCK NOTIFICATION

8.12 Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest equivalent substitute(s).

- The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order.
- Under no circumstance is Proposer permitted to make unauthorized substitutions.
- Unfilled or substituted item(s) shall be indicated on the packing list.

H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

8.13 NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure according to the steps in the procedure in this Cancellation Section. Some examples of material breach are the following:

- The Vendor provides products/equipment or related services that does not meet reasonable quality standards and is not remedied under the warranty;
- The Vendor fails to ship the products/equipment or related services or provide the delivery and services within a reasonable amount of time;
- NJPA has reason to believe the Vendor will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance as described herein and Vendor fails to respond;
- The Vendor fails to observe any of the material terms and conditions of the Contract;
- The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.
- The Vendor fails to report quarterly sales ;
- The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA defined in the NJPA Contract Launch.
- In the event the contract has no measurable and defining value or benefit to NJPA or the NJPA member.

8.14 Each party shall follow the below procedure if the Contract is to be terminated for violations or non-performance issues:

Step 1: Issue a warning letter outlining the violations and/or non-performance and state the length of time (10 days) to provide a response and correct the problem(s) if reasonably possible in such time frame.

Step 2: Issue a letter of intent to cancel Contract, if the problem(s) is not resolved within fifty (50) days.

Step 3: Issue letter to cancel Contract for cause.

8.15 Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to

provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section.

8.16 Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

8.17 NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Prior to commencing services under this Contract, the Proposer/Vendor must furnish NJPA certification from insurer(s) proving level of coverage usual and customary to the specific industry. The coverage is to be maintained in full effect during the Contract period. Vendor must be willing to provide, upon request, certification of insurance to any NJPA member or member using this Contract.

8.18 Either party may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

8.19 NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

8.20 Events of Automatic termination to include:

- Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,
- Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

9. GENERAL TERMS AND CONDITIONS

A. ADVERTISEMENT OF RFP

9.1 As a policy, NJPA shall advertise this solicitation 1) for two consecutive weeks in both the hard copy print and on-line editions of the MINNEAPOLIS STAR TRIBUNE, 2) for two consecutive weeks in both the hard copy print and on-line editions of Oregon's Daily Journal of Commerce, 3) it shall be placed on a national wire service and website by the MINNEAPOLIS STAR TRIBUNE, 4) it shall be posted on NJPA's website, 5) it shall be posted to the "Noticetobidders.com" website, and 6) it shall be posted to other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia and Bidsync.

NJPA also notifies and provides solicitation documentation to each State level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

B. ADVERTISING OF A CONTRACT RESULTING FROM THIS RFP

9.2 Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

C. APPLICABLE LAW

9.3 NJPA Compliance with Minnesota Procurement Law: Contracts awarded through NJPA are intended to meet the procurement laws of all states and NJPA will exhaust all avenues to comply with each unique state law or requirement whenever possible. It is the responsibility of each participating NJPA member to ensure to their satisfaction that NJPA contracting process falls within these laws and applicable laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with their own requirements and procurement regulations.

9.4 Governing Law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws shall govern NJPA contracts resulting from this solicitation.

9.5 Jurisdiction: Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota.

9.5.1 Purchase Orders issued pursuant to a contract resulting from this solicitation shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser.

9.6 Vendor Compliance with applicable law: Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the transaction, acquisition, manufacturer, suppliers or the sale of the equipment/products and relating services resulting from this RFP.

9.7 Applicable Laws, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

9.8 Indemnity: Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

9.9 Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

9.10 Patent and Copyright infringement: If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whatsoever on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

D. ASSIGNMENT OF CONTRACT

9.11 No right or interest in this Contract shall be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor shall be made without prior written permission of the NJPA. The NJPA shall notify the members within fifteen (15) days of receipt of written notice by the Vendor. After issuance the awarded Contract may be reassigned to a comparable and acceptable Vendor at the discretion of NJPA.

9.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A simple change of name agreement will not change the contractual obligations of the Vendor.

E. LIST OF PROPOSERS

9.13 NJPA will not maintain or communicate to a list of proposers. All interested proposers must respond to the solicitation as a result of NJPA solicitation advertisements indicated. Because of the wide scope of the potential Members and qualified national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

F. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

9.14 The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

G. DATA PRACTICES

9.15 All materials submitted in response to this RFP will become property of the NJPA and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. If the Responder submits information in response to this RFP that it believes to be confidential information, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

- clearly mark all confidential information in its response at the time the response is submitted,
- include a statement with its response justifying the confidential information designation for each item, and
- defend any action seeking release of the materials it believes to be confidential information, and indemnify and hold harmless the NJPA, its agents and employees, from any judgments or damages awarded against the NJPA in favor of the party requesting the materials, and any and all costs connected with that defense.

This indemnification survives the NJPA's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the confidential information are in possession of the NJPA. Proposer can redact additional confidential information at any time after the evaluation process if appropriate legal justification is provided.

H. ENTIRE AGREEMENT

9.16 The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract.

9.17 A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award Form document (see Form E).

I. FORCE MAJEURE

9.18 Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail

storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of equipment/products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

J. GRATUITIES

9.19 NJPA may cancel an awarded Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of the NJPA are deemed to be excessive with a view or demonstrated intent toward securing a contract or with respect to the performance of a pending or awarded Contract.

K. HAZARDOUS SUBSTANCES

9.20 Proper and applicable Material Safety Data Sheets (MSDS) that are in full compliance with OSHA's Hazard Communication Standard must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

L. LEGAL REMEDIES

9.21 All claims and controversies between NJPA and Vendor shall be subject to the laws of the State of Minnesota and are to be resolved in Todd County, Minnesota, the county in which NJPA is located and domiciled.

M. LICENSES

9.22 Proposer shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business that is anticipated to be conducted with NJPA and NJPA members by the Proposer.

9.23 All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered equipment/products and related services to NJPA and NJPA Members nationally. Documentation of required said licenses and authorities, if applicable, is requested to be included in the proposer's response.

N. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

9.24 The awarded Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or the NJPA member.

9.25 Awarded Vendors under this RFP will be the sole source of responsibility for transactions originating that award. The Awarded Vendor is solely responsible for equipment/products and related services and products/equipment and related services provided by third-party sourcing or service providers.

O. NON-WAIVER OF RIGHTS

9.26 No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict

compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

P. PROTESTS OF AWARDS MADE

9.27 Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate Minnesota state statutes. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) days after the public notice or announcement of the award. No protest shall lie for a claim that the selected Proposer is not a responsible Proposer. A protest must include:

1. The name, address and telephone number of the protester;
2. The original signature of the protester or its representative (you must document the authority of the Representative);
3. Identification of the solicitation by RFP number;
4. Identification of the statute or procedure that is alleged to have been violated;
5. A precise statement of the relevant facts;
6. Identification of the issues to be resolved;
7. The aggrieved party's argument and supporting documentation;
8. The aggrieved party's statement of potential financial damages;
9. A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

Q. PROVISIONS REQUIRED BY LAW

9.28 Proposer agrees in the performance of a Contract resulting from this RFP, it has complied with or will comply with all applicable statutes, laws, regulations, and orders of the United States and any State thereof.

R. RIGHT TO ASSURANCE

9.29 Whenever one party to the awarded Contract has reason to question the other party's intent to perform, he/she may demand a written assurance of this intent. In the event a demand is made and no written assurance is given, the demanding party may treat this failure as an anticipatory repudiation of the Contract provided, however, in order to be effective, any such demand shall be addressed to the authorized signer for the party from whom the assurance is being sought, and sent via U.S. Postal Service, certified mail, return receipt requested or national overnight delivery service with proof of delivery.

S. SUSPENSION OR DISBARMENT STATUS

9.30 If within the past five (5) years, any firm, business, person or Proposer responding to NJPA solicitation and submitting a proposal has been lawfully terminated, suspended or precluded from participating in any public procurement activity with a federal, state or local government or education agency the Proposer must include a letter with its response setting forth the name and address of the public procurement 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. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

T. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

9.31 An Affirmative Action Plan, Certificate of Affirmative Action or other documentation regarding Affirmative Action may be required by certain Members may be required by NJPA or NJPA Members

relating to a transaction relating to this RFP. Vendors shall comply with any such requirements or requests.

9.32 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction relating to this RFP. Vendors shall comply with any such requirements or requests.

U. SEVERABILITY

9.33 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from an awarded Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

V. RELATIONSHIP OF PARTIES

9.34 No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

10. FORMS

[THE REST OF THIS PAGE WAS LEFT INTENTIONALLY BLANK. FORMS BEGIN ON NEXT PAGE]

Form A



PROPOSER QUESTIONNAIRE- General Business Information
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____

Questionnaire completed by: _____

Please provide an answer to all questions below and address all requests made in this RFP. Please use the Microsoft Word/Excel document version of this questionnaire to respond to the questions contained herein. Please provide your answer to each question indented below the question. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators.

Company Information

- 1) Why did you respond to this RFP?
- 2) What are your company’s expectations in the event of an award?
- 3) Provide the full legal name, address, tax identifications number, and telephone number for your business.
- 4) Provide a copy of your audited financial statements from previous year end (or an unaudited copy if an audited copy is not available) for your organization.
- 5) Does your company name match the name identified on your audited financial statements from previous year end (or an unaudited copy if an audited copy is not available)? If no, why not?
- 6) Provide a brief history of your company that includes your company’s core values and business philosophy.
- 7) Provide profiles and an organizational chart for key management, sales management and marketing executives of your company that will oversee and ensure the successful implementation, execution and operation of a Contract resulting from this RFP.
- 8) How long has your company been in the **“FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS”**, industry?
- 9) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed?
 - a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products/equipment and related services you are proposing.
 - b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products/equipment and related services proposed.
 - c) Are these individuals your employees, or the employees of a third party?
 - d) If applicable, is the Dealer Network independent or company owned?
- 10) Please provide your bond rating, and/or a credit reference from your bank.
- 11) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.
- 12) Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with “Not Applicable.”
- 13) Provide all “Suspension or Disbarment” information as defined and required herein. See Section U 9.31.

Industry-Marketplace Successes

- 14) List and document recent industry awards and recognition.
- 15) Supply three references/testimonials from customers of like status to NJPA Members to include Government and

- Education agencies. Please include the customer's name, contact, and phone number.
- 16) Provide names and addresses of the top five (5) government or education agency customers to include the scope of projects, size of transaction, and dollar volumes from the past three (3) fiscal years.
 - 17) Provide documentation indicating the total dollar volume for each of your sales to government, education, and non-profit agencies for the last three (3) fiscal years.
 - 18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually

Proposer's ability to sell and service nationwide

- 19) Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP?
- 20) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?
- 21) Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?
- 22) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?
- 23) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.
- 24) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract.
- 25) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)
- 26) Describe your off shore contract sales capabilities and requirements. Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.

Marketing Plan

- 27) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.
- 28) Describe your general marketing program strategy to promote the proposed Contract nationally and ensure success.
- 29) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. As much as possible, please send examples of your marketing materials in electronic format.
- 30) Describe your use of technology and the internet to provide marketing and ensure national contract awareness.
- 31) Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services.
- 32) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.
- 33) Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract
- 34) Do you view your products/equipment applicable to an E-procurement ordering process? Yes/ No.
- 35) If yes, describe examples of E-procurement system(s) that your products/equipment was available through. Demonstrate the success of government and educations customers to ordering through E-procurement.
- 36) Please describe how you will communicate your pricing and pricing strategy to your sales force nationally?

Other Cooperative Procurement Contracts Held

- 37) Identify all cooperative contracts hosted by any government or education agency or government or education cooperative or by a third party marketing company, which are marketed in more than one state, held or utilized by the

Proposer.

- 38) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.
- 39) Identify awarded WSCA or specific state procurement contracts held or utilized by the Proposer with any State of the United States.
- 40) What is the annual combined dollar sales volume for each of these contracts?
- 41) Identify any GSA Contracts held or utilized by the Proposer.
- 42) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.
- 43) If you are awarded the NJPA contract, is it your intention and commitment to lead with your NJPA contract? ___ Yes ___ No Explain and demonstrate your commitment and/or restrictions.
- 44) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

Value Added Attributes

- 45) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training? ___ Yes ___ No
- 46) Is this training standard as a part of a purchase or optional?
- 47) Describe current technological advances your proposed equipment/products and related services offer.
- 48) Describe your “Green” program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).
- 49) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.
- 50) Identify any other unique or custom value added attributes of your company or your products/equipment or related services.
- 51) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition? What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 52) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.
- 53) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.
- 54) Describe any unique distribution and/or delivery methods or options offered in your proposal.

(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on Form P)

Signature: _____ Date: _____



PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll Free Number: _____ E-mail: _____

Web site: _____

VOIDS sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Contract Manager _____

Email: _____ Phone: _____

Other contract management personnel

Name: _____ Title: _____

Email: _____ Phone: _____

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS
AND SOLUTIONS REQUEST**



Company Name: _____

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA Accepts	NJPA Rejects

Proposer's Signature: _____ **Date:** _____

NJPA's clarification on exception/s listed above:

**Contract Award
RFP #051613**

Formal Offering of Proposal
(To be completed Only by Proposer)



FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS,

In compliance with the Request for proposal (RFP) for **"FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS"**, the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature (ink only): _____
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 051613 FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective date of the Contract will be _____, 20_____ and continue for four years thereafter AND which is subject to annual renewal at the option of both parties. This contract has the consideration of an optional fifth year renewal option at the discretion NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
NJPA Executive Director (Name printed or typed)

Awarded this _____ day of 20_____ NJPA Contract Number # **051613**

NJPA Authorized signature: _____
NJPA Board Member (Name printed or typed)

Executed this _____ day of 20_____ NJPA Contract Number # **051613**

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name _____

Vendor Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of 20_____ NJPA Contract Number # **051613**

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any product/equipment and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract, and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition in the letting of the Contract sought for by this RFP, and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract, and
4. Neither I, the Proposer, nor, any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985, and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal, and
6. If awarded a contract, the Proposer will provide the equipment/products and services and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation, and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract, and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed, and
9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date

proposals were opened regarding this RFP, and

10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders, and

Company Name: _____

Contact Person for Questions: _____

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (typed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ the day of _____, 20 _____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____



OVERALL EVALUATION AND CRITERIA

For the Proposed Subject "**FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS**"

Conformance to terms and conditions to include documentation	50	
Pricing	400	
Financial, Industry and Marketplace Successes	75	
Bidder's Ability to Sell and Service Contract Nationally	100	
Bidder's Marketing Plan	50	
Value Added Attributes	75	
Warranty Coverages and Information.	50	
Selection and Variety of Products and Services Offered	200	
Total Points	1000	0

Reviewed by: _____ Its _____
 _____ Its _____



Form P

**PROPOSER QUESTIONNAIRE
Products/Equipment, Pricing, Sector Specific, Services, Terms and Warranty**

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

- 1) Identify your payment terms if applicable. (Net 30, etc.)
- 2) Identify any applicable leasing or other financing options as defined herein.
- 3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member’s final Contract phase process).
- 4) Do you accept the P-card procurement and payment process?
- 5) Describe your ability to serve NJPA and NJPA Members through an E-Marketplace solution?

Warranty

- 6) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
- 7) Do all warranties cover all products/equipment parts and labor?
- 8) Do warranties impose usage limit restrictions?
- 9) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
- 10) Please list any other limitations or circumstances that would not be covered under your warranty.
- 11) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

Equipment/Products and Related Services and Pricing

- 12) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 13) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
- 14) Propose a strategy, process, and specific method of facilitating “Sourced Product/equipment and related services” or “Non-Standard Options” solution as defined herein.
- 15) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.
- 16) Describe your ability to take advantage of, or operate with electronic marketplace solutions, if any.
- 17) If applicable, provide a “CORE LIST” of equipment/products and related services (defined as products/equipment or services most frequently used and highlighted with additional discounts when compared to the standard “Pricing”) as a separate and named spreadsheet. Include special pricing, if any, on these items.
- 18) If applicable, provide a “Hot List” format of specific product/equipment and related services as defined herein.
- 19) Provide your NJPA customer volume rebate programs, as applicable.
- 20) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included “Pricing” submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.
- 21) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

- 22) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering. Prices offered in this proposal are **(Your proposal will be deemed “Non-Responsive” if this question is not answered)**:
- _____ a. Pricing is the same as typically offered to an individual municipality, Higher ed or school district.
 - _____ b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
 - _____ c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- 23) Do you offer quantity or volume discounts? _____ YES _____ NO Outline guidelines and program.
- 24) Describe in detail your proposed exchange and return program(s) and policy(s).
- 25) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services
- 26) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

Industry or Sector Specific Questions

27) NA

Signature: _____ Date: _____



11. PRE-SUBMISSION CHECKLIST

Pre-submission Checklist

- Have you read, and do you understand the intent this RFP?
- Have you attended the Pre-Proposal Conference for this RFP?
- Have you completed the questionnaires (Forms A & P) to the best of your ability?
- Have you submitted pricing for all of the product/equipment and related services you are proposing within the scope of this RFP?
- Have you packaged your Proposal submission identifying conspicuously “Competitive Proposal Enclosed, Please hold for public opening XX-XX-XXX”?
- Have you sent your package in sufficient time for physical delivery at 202 12th ST NE Staples, MN 56479 to occur prior to the deadline for delivery?
- Have you submitted hard copy original signed, completed, and dated forms C, D, E, and hard copy signed signature page only from forms A and P of this RFP?
- Have you submitted verification of liability insurance with the coverage and limits required in the RFP?
- Have you provided an electronic copy (saved on a CD or flash drive) of your **entire** proposal including, but not limited to, Forms A, B, C, D, E, F, & P in your proposal?

Contents of your Proposal response:

- Hard copy original signed, completed, and dated forms C, D, and hard copy signed signature page only from forms A and P.**
- Electronic submission of proposal forms A, B, C, D, E, F, & P (CD or flash drive).**
- Certificate of Insurance (demonstration of insurability)**

Form Titles

Form A	Proposer Questionnaire – General Business Information
Form B	Proposer Information
Form C	Exceptions to Proposal, Terms, Conditions, and Solutions Request
Form D	Formal Offering of Proposal
Form E	Contract Acceptance and Award
Form F	Proposer Assurance of Compliance
Form G	Overall Evaluation and Criteria
Form P	Proposer Questionnaire – Products/equipment, Pricing, Sector Specific, Services, Terms and Warranty



**Addendum 041213
To that certain
RFP#051613
Issued by
The National Joint Powers Alliance®
For the procurement of**

FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS

Please consider the following to be a part of the above RFP:

The RFP number changes from #061613 to #051613. All other dates remain the same.

www.njpacoop.org



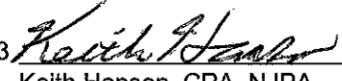
Maureen Knight
Contracts and Compliance Manager
phone 218-895-4114
email maureen.knight@njpacoop.org

Form G
FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS

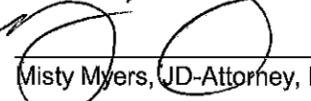
	Possible Points	Agile Access Control Inc.	Assetworks, Inc.	Cal Amp Wireless Networks	Invers Mobility Solutions, Inc.	LHP Telematics LLC	Multi Force Systems Corp.	National Products, Inc.	Networkfleet	RouteMatch Software, Inc.	Syn-Tech Systems Inc.- FuelMaster	TeMeDa LLC	Utilimarc, Inc.	Zonar Systems, Inc.
Conformance to terms and conditions to include documentation	50	47	43	40	46	40	42	46	46	29	47	40	43	43
Pricing	400	343	274	317	329	305	303	349	313	328	350	324	278	278
Financial, Industry and Marketplace Successes	75	65	65	60	60	53	60	65	64	59	70	33	60	63
Bidder's Ability to Sell and Service Contract Nationally	100	83	87	74	59	61	66	80	81	71	90	65	81	74
Bidder's Marketing Plan	50	44	43	34	41	34	41	45	42	38	45	36	45	41
Value Added Attributes	75	69	69	67	60	63	63	66	68	60	65	58	60	61
Warranty Coverages and Information	50	43	43	43	40	37	43	46	45	39	40	42	41	39
Selection and Variety of Products and Services Offered	200	182	184	171	157	160	166	168	175	171	163	152	175	170
Total Points	1,000	874	806	805	792	751	784	865	833	794	870	749	782	768

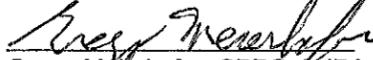

 Ginger Line, CPPB, NJPA
 7/1/2013


 Tracy Plinske, NJPA


 Keith Hanson, CPA, NJPA
 7/1/2013


 Maureen Knight, JD, NJPA
 7/1/2013


 Misty Myers, JD-Attorney, NJPA


 Gregg Melerhofer, CPPO, NJPA
 7/1/2013

Formal Offering of Proposal
(To be completed Only by Proposer)



FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS,

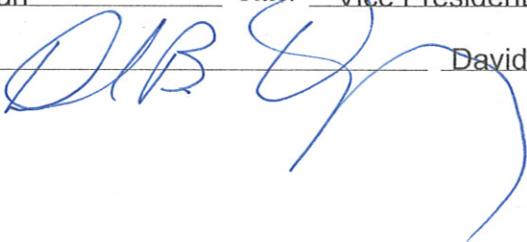
In compliance with the Request for proposal (RFP) for "FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Syn-Tech Systems, Inc. Date: 05/13/2013

Company Address: 100 Four Points Way

City: Tallahassee State: FL Zip: 32305

Contact Person: Frank McGoogan Title: Vice President of Sales & Marketing

Authorized Signature (ink only):  David Oglesby
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 051613 FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS

Syn-Tech Systems, Inc.
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective date of the Contract will be July 16, 20 13 and continue for four years thereafter AND which is subject to annual renewal at the option of both parties. This contract has the consideration of an optional fifth year renewal option at the discretion NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: [Signature] Chad Coquette
NJPA Executive Director (Name printed or typed)

Awarded this July 16 day of 20 13 NJPA Contract Number # 051613-SYS

NJPA Authorized signature: [Signature] Scott Vernon
NJPA Board Member (Name printed or typed)

Executed this July 16 day of 20 13 NJPA Contract Number # 051613-SYS

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Syn-Tech Systems, Inc.

Vendor Authorized signature: [Signature] DAVID B. Oglesby
(Name printed or typed)

Title: VICE-PRESIDENT

Executed this 19th JUNE day of 20 13 NJPA Contract Number # 051613-SYS

ANNUAL RENEWAL OF AGREEMENT

Made by and Between

Syntech Systems, Inc. (Vendor)
100 Four Points Way
Tallahassee, FL 32305

and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

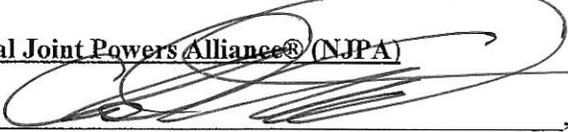
Whereas:

“Vendor” and “NJPA” have entered into an “Acceptance and Award #051613-SYS” for the procurement of Fleet Management and Related Technology Solutions, and having a maturity date of July 16, 2017, and which are subject to annual renewals at the option of both parties.

Now therefore:

“Vendor” and “NJPA” hereby desire and agree to extend and renew the above defined contract for the period of July 16, 2016 to July 16, 2017.

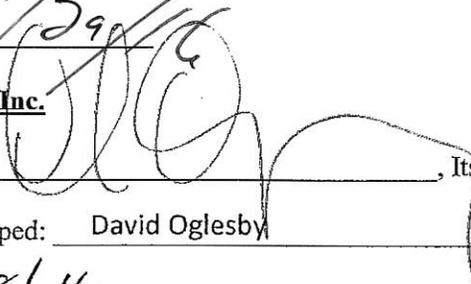
National Joint Powers Alliance® (NJPA)

By:  _____, Its: Executive Director/CEO

Name printed or typed: Chad Coauette

Date 4/29/16

Syntech Systems, Inc.

By:  _____, Its: Executive Vice President

Name printed or typed: David Oglesby

Date 04/28/16

If you do not desire to extend contract, please sign below and return this agreement.
Discontinue: We desire to discontinue the contract.

Signature: _____ Date: _____

13) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).

Pricing for contracts from NJPA will be discounted 10% off the pricing schedule.



To Whom this may Concern:

Syn-Tech Systems, Inc. awarded contract No. 051613-SYS with NJPA allows for any government entity, i.e. agency, city, county, state, federal, etc. to use the contract for purchase of FUELMASTER® products and services.

In addition, its certified distributor network is also an integral partner in the Syn-Tech Systems, Inc. fuel management solution. The certified dealer network sells and services FUELMASTER® products. This dealer network also has the direct permission to use the NJPA contract to sell and service FUELMASTER® products.

Listed below is the section referring to the use of the NJPA contract by FUELMASTER Certified Distributors as well:

9d. If applicable is the Dealer Network independent of company owned?

Our distributors are independently owned and operated. However, they are able to utilize the NJPA contract just like our company. This extends the NJPA reach and exposure in all 50 states. Syn-tech Systems, Inc. (FUELMASTER®) has one of the most aggressive networks of distributors nationwide.

If there are additional questions or concerns, please don't hesitate to contact me at (800)888-9136 ext. 1321 or at Barbara.reker@myfuelmaster.com. You can also visit the NJPA website at www.njpacoop.org for more information.

Sincerely,

Barbara Reker
Sales Support Specialist

FUELMASTER

ENGINEERED BY Syntech



Leading the Way in Automated Fuel Management Technology

FUELMASTER's® AIM2.4™ technology is without a doubt the leader in automated fuel management. AIM2.4 is a passive system that eliminates inaccurate driver-entered data from the fueling and data collection process. Our AIM module connects directly to a vehicle's OBD port in order to collect vital information that a fleet manager requires. Using this patented technology prohibits fuel going into unauthorized vehicles or containers. In response to demand for a module that can operate in a rugged environment, Syn-Tech's engineers developed the AIM2.4HD™. It is designed specifically for extreme conditions such as those found at hydraulic fracturing sites and in mining operations. There are more AIM modules installed on equipment in North America than any other competitor's passive system. Tens of thousands of AIM units have been installed on U.S. military equipment, as well as on public and private sector fleets. There are two major reasons organizations select **FUELMASTER**; it works and our nationwide support network helps the customer keep it working.

The AIM reports the following extended OBD data, but availability varies between light and heavy duty vehicles:

- Odometer
- Engine Run /Idle/PTO Engage Time
- Diagnostic Trouble Codes
- Check Engine Light Status
- Max Vehicle/Engine Speed
- Min/Max Battery Voltage
- Current Fuel/Coolant/Washer Fluid Level
- Current Transmission/Engine Oil Level
- Min Engine Oil Pressure
- Max Engine Oil Temperature
- Min Transmission Oil Pressure
- Max Coolant Temperature

Our patented AIM module takes the driver out of the data collection process.



1. The driver inserts the fuel nozzle and the AIM module reads the RFID tag on the nozzle.



2. The module transmits the tag ID and vehicle data to the Fuel Management Unit (FMU). The FMU activates the dispenser.



3. The FMU receives the data and records the transaction. The transaction ends when the nozzle is removed.

Contact your **FUELMASTER**® representative today to learn more.

SYN-TECH SYSTEMS, INC.

100 Four Points Way, Tallahassee, FL 32305
(800) 888-9136 • marketing@myfuelmaster.com





Syn-Tech recognized a need for a ruggedized AIM for installation on the heavy equipment found in mining and fracking operations. Frequently AIMs used in these industries will not have the protection provided by a vehicle cab, but will be installed outside in severe weather conditions. Consequently, Syn-Tech's engineers designed the AIM2.4HD™ which comes with weatherproof connectors and cables, as well as a stronger housing. Both the AIM2.4HD and the AIM2.4™ can be purchased with an external antenna to permit RF transmission around obstacles.

All components of AIM2.4HD are submersible up to one meter according to IP67 and NEMA 6. The connectors used on this device actually exceed these requirements per IEC 60529 and DIN 400-50-9. This additional protection makes the AIM2.4HD the perfect equipment for applications in extremely harsh environments such as the agriculture, mining, aggregates and fracking industries.

AIM2.4™ / AIM2.4HD™ Technical Specs

ENVIRONMENTAL

- Temperature Rating: -20°C to 85°C

CERTIFICATIONS

- Certified to SAE J1455 JAN2011 – *Recommended Environmental Practices for Electronic Equipment Design in Heavy-Duty Vehicle Applications*
 - 4.1.3.1 Temperature Cycling
 - 4.1.3.2 Thermal Shock
 - 4.1.3.3 Thermal Stress
 - 4.10.4.2 Mechanical Vibration
 - 4.11.3.4 Mechanical Shock
- ETL listed to meet:
 - UL 913 *Intrinsically Safe Apparatus and Associated Apparatus for Use in Class I, II, and III, Division 1, Hazardous (Classified) Locations*
 - UL 1238 *Control Equipment for Use with Flammable Liquid Dispensing Devices*
- FCC ID: TFB-FREESTAR3
- IC: 5969A-FREESTAR3

ELECTRICAL

- Input voltage range: 12-42VDC
- Current draw: Max: 150mA, Typical: 100mA, Power save: 25-45mA
- Analog chronometer input range: 4-42VDC

WIRELESS SPECIFICATIONS

- 2.4GHz ISM band
- Direct Sequence Spread Spectrum (DSSS)
- 100 mW max output

OBD STANDARDS SUPPORTED

- Light duty: ISO 15765 (CAN), ISO 9141, J1850, J1979
- Heavy duty: J1939, J1708/J1587

ADDITIONAL FEATURES

- Tracks the odometer via the OBD port or vehicle speed sensor
- Reports up to 18 different OBD parameters. Examples include max vehicle speed, current oil level, minimum oil pressure and check engine light status
- Captures all engine trouble codes via the OBD port (supports J2012, J1587 and J1939)
- Tracks up to three chronometers simultaneously (via OBD or analog inputs)
Examples include:
 - Idle time
 - Engine run time
 - PTO time
- Supports up to two tanks with a single AIM



Jacksonville, FL
Orlando, FL
Tampa, FL
Ft. Myers, FL
Miami, FL
Pensacola, FL



To:
Enviromental Stormwater
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

ATTN: Angela Thul / (561) 965-4022 ext. 5122

Guardian Fueling Technologies provides layouts, installation, and
Service on all Liquid Handling Projects.
Visit us at www.guardianfueltech.com

CORPORATE OFFICE: (904) 680-0850/800-733-2945

REFERENCE:	REF. NO.	F.O.B.	DATE:
Palm Springs 3505 - Fuel Master	JH0101 - Rev #2 - NJPA	Job site	8/22/2016

Please note that due to current volatility in the global steel market, quoted pricing for steel tanks and/or canopy steel, are subject to change prior to commencement of project. Any increase in steel prices may increase the price of this quote.

****THIS PROPOSAL IS VALID FOR 30 DAYS FROM THE DATE ABOVE****

General description of work to be performed:

Scope of Work:

Provide and install Fuel Master equipment listed below.
Guardian will reconfigure existng conduits and Guardian will also install Fuelmaster at location designated by customer.
Install Deliberant Wireless Kit with one antenna at the pedestal and one at the building. We will assist customer IT department in loading software on the server and connectivity from Deliberant antenna at the building to the server. Provide up to 1-2 days of software and hardware training to designated personnel. Clean job site and ensure proper Operation for Fuel Master System.
First 2 days installation of all the hardware and software & training (FMU AIM Training is included on this quote)

Note: Permits not included. If required guardian can provide at additional cost
Any new electrical conduit is not included. If required guardian can provide at additional cost

Price Breakdown:

Equipment: \$62,305.50 (AIM Training by FMU included)
Installation: \$6,345.48
Approximate Freight: \$800.00
Total: \$69,450.98

FUEL MANAGEMENT EQUIPMENT		Part #	UNIT	TOTAL
1	FMU 3505PLUSG Prokee 2.4FMU, Grey w/ Pedestal	FMU3500P	\$ 7,713.00	\$ 7,713.00
1	FuelMaster © PLUS Windows Software (Both SQL Server & Access)	227838A	\$ 2,025.00	\$ 2,025.00
1	Deliberant Install Kit	941H0219	\$ 472.50	\$ 472.50
200	Fuel Master AIM 2.4 Module Assembly kit, Internal Antenna	941B0700	\$ 243.00	\$ 48,600.00
1	Fuel Master AIM Training - Approximately 2 days	n/a	\$ 3,495.00	\$ 3,495.00

Obtain Permits for all work performed by Guardian

Necessary building permits and inspections can be obtained by Guardian and are NOT included in the proposal price. Necessary site plans, required engineering drawings planning department approval, use permits, engineering, variances or zoning changes are the responsibility of the customer. Guardian can provide these services at an additional charge.

Guardian will notify the proper State agency within 30 days and 48 hours of a new installation, an upgrade, or a closure.

THE TOTAL PRICE IS AS FOLLOWS:

NOTE: OUR PRICE INCLUDES ALL APPLICABLE TAXES!

TOTAL PRICE	\$69,450.98
--------------------	--------------------

EQUIPMENT PAYMENT TERMS:

Customer Initials Required:

*Equipment payments must be received prior to equipment delivery and/or site off load.
 Guardian has the right to refuse delivery and/or installation until the equipment is paid in full.
 Equipment is invoiced when shipped from manufacturer and payments are **due seven (7) days from invoice date** .
 Equipment payments received later than **seven (7) days** from invoice date will result in a **3% increase** to your
 equipment pricing (you will be invoiced for this) and **interest charges** on your account.
 The deposit and credit approval are required prior to equipment ordering. Late payments may result in a site lien.
 A 25% restocking fee will apply to cancelled orders. The non refundable deposit will apply toward the 25% restocking fee.*

INSTALLATION PAYMENT TERMS:

Customer Initials Required:

*Guardian has the right to refuse or cease installation for past due invoices related to this contract.
 Installation/progress payments are **due 15 days from invoice date** .
 Installation payments **MUST** be current prior to equipment startup, training or completion of warranty work.
 The deposit below is due upon acceptance of this proposal and is required prior to permit application.
 Guardian's lost work days and re mobilization fees will apply if work is suspended due to non payment.
 The warranty period will commence upon our completion of the project and a site lien may be filed due to late payment.*

The minimum deposit required for this order is: \$17,362.75

The Customer's Account must be current prior to training and start up of new equipment!

We appreciate the opportunity of offering this proposal and trust we may be favored with your most valued business.

ACCEPTANCE:

This proposal, when accepted by the purchaser, and **final approval** of Sellers Official Officer, will constitute a bonafide contract between us, subject to all terms and conditions in **Exhibit A which is attached**. It is expressly agreed that there are no promises, agreements or understandings, oral or written, not specified in this proposal.

Sales Representative: *Jorge Hernandez - Cell: 954-815-8682*

GUARDIAN FUELING TECHNOLOGIES ACCEPTANCE

Company Name

Signature of Officer

Signature
(I AGREE TO PAY TERMS ABOVE)

Date

Title

Title

Date

AGREEMENT FOR THE PROCUREMENT OF FUEL MANAGEMENT EQUIPMENT

This Agreement for the procurement of fuel management equipment and related accessories, services and supplies (“Agreement” hereafter) is made as of the _____ day of _____, 2016, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and **Guardian Fueling Technologies, LLC**, 9452 Philips Highway, Suite 5, Jacksonville, FL 32256 a company authorized to do business in the State of Florida, hereinafter referred to as the VENDOR.

RECITALS

WHEREAS, the VILLAGE is in need of a VENDOR to provide fuel management equipment with related accessories, services and supplies to the VILLAGE; and,

WHEREAS, the National Joint Powers Alliance (NJPA) of which the VILLAGE is a member, issued RFP #051613-SYS for the procurement of fuel management equipment with related accessories, services and supplies and awarded such RFP (collectively, the “NJPA RFP”) to Syntech Systems Inc. of which VENDOR is an authorized distributor; and

WHEREAS, pursuant to the NJPA RFP, NJPA and Syntech Systems Inc. executed a contract (the NJPA Agreement”) and the NJPA has exercised its right to extend the Agreement until July 16, 2017; and,

WHEREAS, VENDOR is a distributor of Syntech Systems, Inc. as it relates to the NJPA Agreement; and,

WHEREAS, the VILLAGE requested and the VENDOR has executed this Agreement with the VILLAGE for the procurement of fuel management equipment and related accessories, services and supplies based on the terms and conditions of the NJPA Agreement and the pricing contained in VENDOR’S response to the NJPA RFP.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. NJPA RFP, Agreement and VENDOR’S Response. The NJPA RFP, NJPA Agreement, and VENDOR’S response to the NJPA RFP are hereby expressly made a part of this Agreement as fully as if set forth at length herein. The VILLAGE shall have all rights, obligations and remedies set forth therein.
3. VENDOR’S Proposal. In accordance with the terms and conditions in the NJPA RFP and NJPA Agreement, the VENDOR shall supply and deliver fuel management equipment with related accessories, services and supplies as requested by the VILLAGE. The goods to be provided

by the VENDOR shall be available subsequent to the execution and approval of this Agreement by the VILLAGE and VENDOR in accordance with the terms and conditions set forth herein. The pricing shall be as set forth in VENDOR'S proposal that is expressly made a part of this Agreement as if fully set forth herein.

4. Contract Documents and Conflict of Terms and Conditions. This Agreement is compromised of the following documents which are incorporated herein by reference (the "Contract Documents"):

- A. All written modifications and amendments hereto;
- B. This Agreement (including all exhibits);
- C. NJPA Agreement;
- D. NJPA RFP; and
- E. VENDOR'S proposal.

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement;
- C. The NJPA Agreement;
- D. The NJPA RFP; and
- E. VENDOR'S proposal.

5. Compensation to VENDOR. Payments by the VILLAGE to the VENDOR under this Agreement shall not exceed the pricing stated in the VENDOR's proposal. Both parties waive consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

6. Miscellaneous Provisions.

6.1 The VILLAGE and VENDOR each binds itself and its successors and assigns to the other party hereto, its successors and assigns in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.2 VENDOR shall maintain the insurance as required by the NJPA RFP.

6.3 Headings and References & Exhibits: The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.

- 6.4 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 6.5 Entire Agreement; Amendment and Waiver: This Agreement (together with any Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.
- 6.6 Successors and Assigns: This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6.7 Governing Law; Consent to Jurisdiction: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.
- 6.8 Third Party Beneficiary rights: This Agreement shall create no rights or claims whatsoever in any person other than a party herein.
- 6.9 Severability: If any one or more of the provisions of the Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 6.10 Effective date: The effective date of this Agreement is the date the Agreement is approved by the Village Council. The Agreement will terminate on the same termination date as listed in the NJPA renewal amendment, which is July 16, 2017, unless terminated earlier pursuant to the terms herein or in the Contract Documents.

6.11 Public Records: VENDOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

(a) Keep and maintain public records required by the Village to perform the service.

(b) Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Auditor does not transfer the records to the Village.

(d) Upon completion of this Contract, transfer, at no cost, to the Village all public records in possession of the VENDOR or keep and maintain public records required by the Village to perform the service. If the VENDOR transfers all public records to the Village upon completion of the Contract, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the Contract, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, scaljean@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

6.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

6.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the VENDOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The VENDOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

6.14 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.

6.15 The VILLAGE is exempt from payment of Florida State Sales and Use Tax. The VENDOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the VENDOR authorized to use the VILLAGE'S Tax Exemption Number in securing such materials.

7. Indemnification. Regardless of the coverage provided by any insurance, VENDOR shall indemnify, save harmless and defend the VILLAGE and its employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the VENDOR and its employees during the course of performing services pursuant to the NJPA RFP and subsequent proposal and this Agreement.

8. Defaults; Termination of Agreement.

A. If the Village Manager deems that the VENDOR is in default for failure to supply the requested goods or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the Village Manager may give written notice to the VENDOR specifying defaults to be remedied within fifteen (15) days.

If the VENDOR does not remedy defaults within fifteen (15) days or commence steps to remedy default to the reasonable satisfaction of the Village Manager, the VILLAGE may secure such services from another VENDOR; or

If after thirty (30) days the VENDOR has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the Village Manager, the VILLAGE may elect to terminate this Agreement.

B. Notwithstanding paragraph A, the VILLAGE reserves the right and may elect to terminate this Agreement, without cause, upon thirty (30) days written notice. At such time, the VENDOR would be compensated only for the goods purchased to the date of termination and any other amounts due and owing to VENDOR at the time of termination. No compensation shall be paid for disengagement, wind-down or other costs incurred due to termination of this Agreement.

(remainder of page left blank)

IN WITNESS WHEREOF, the VILLAGE and VENDOR have caused this Agreement to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST

Susan Caljean, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

VENDOR: **GUARDIAN FUELING TECHNOLOGIES, LLC**

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by _____, as _____ of Guardian Fueling Technologies LLC, a company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____
My commission expires: _____



Official

CERTIFICATE OF MEMBERSHIP

Village of Palm Springs

Member # 85582

This certificate entitles the entity named above the opportunity to purchase off of nationally, competitively solicited contracts. The entity will save time by using NJPA contracts, save money by leveraged volume pricing and obtain quality products from nationally acclaimed vendors.

A handwritten signature in black ink, appearing to read "Chad Coquette", is written over a horizontal line.

Dr. Chad Coquette, PhD, Executive Director / CEO





Village of Palm Springs

Executive Brief

AGENDA DATE: September 8, 2016

DEPARTMENT: Public Service

ITEM #8: Approve Contract Award – Invitation to Bid #2016B-004 - Village Complex Center Painting of Metal Roofs, Overhangs, Doors, Windows, Trim, Facades, Rollup Doors, Etc.

SUMMARY: The Public Service Department has determined a need to paint the roofs and trim and seal all windows within the Village Center Complex. To ensure the lowest possible price, staff issued an Invitation to Bid (ITB) on August 4, 2016 for the painting of the metal roofs, overhangs, doors, windows, trim, facades, rollup doors, etc. of all buildings within the Village Center Complex, including Village Hall, Library, Public Safety, Concession Stand, six (6) dugouts and six (6) other structures with teal trim. This process by the Village was completed through a competitive selection process - Painting Of Metal Roofs, Overhangs, Doors, Windows, Trim, Facades, Rollup Doors, etc. (ITB #2016B-004) - on August 22, 2016.

The Village received the following eight (8) bid proposals:

Vendor	Bid Amount	Comments
Asistencia Domiciliaria Integra Corp. - Miami	\$77,700	
Best Build, LLC - North Palm Beach	\$66,450	Non-responsive – bid was faxed. ITB Sec 2, "Faxed bids are not acceptable."
Copper Stone C&D Corp. - West Palm Beach	\$77,500	
Critical Path Construction - Riviera Beach	\$90,651	
Cunano Builders Corp. - Miami	\$78,000	
P2M General Construction - Davie	\$84,930	
Painting Concepts - Boynton Beach	\$150,620	Non-responsive – bid forms B, D, and E were not completed. ITB Sec 2 "All bid forms must be completed in full."
Shamrock Restoration - Brooksville	\$66,977	

After review of the eight (8) bids received, the Acting Public Service Director and the Finance Director have determined that Shamrock Restoration Services provided the lowest responsive bid - two (2) bids were deemed non-responsive.

Note: Following review of all submitted bids, it was identified that Shamrock checked the general statement that they had no conflict of interest. However, they overlooked checking the following three statements affirming that they had no conflict of interest as defined in various ordinances and statutes. The proposed contractor as provided a revised Statement outlining that they do not have any conflict as so defined. As a result, the Acting Public Service Director has recommended to waive this irregularity and the Village Manager, in accordance with (4) (b) of Section 58.5 of the Village code – Waiver of irregularities, concurs with this recommendation.

The Village has not worked with the proposed vendor; however, staff has received a positive reference from with the City of Tamarac and Polk County. Both references stated that the projects were completed on time and within budget and that the quality of the work was excellent. The City of Tamarac further stated that Shamrock was better than other painting companies they have used previously.

FISCAL IMPACT:

Funding to support this project under the proposed contract is available within the FY 2016 Budget – General Fund.

ATTACHMENTS:

1. Village of Palm Springs - Invitation to Bid (ITB) Painting of Metal Roofs, Overhangs, Doors, Windows, Trim, Facades, Rollup Doors, (ITB # 2016B-004)
2. Bid Documents - Shamrock Restoration Services
3. Bid Tabulations
4. Revised Conflict of Interest Statement & E-mail - Shamrock Restoration Services
5. Proposed Agreement - Shamrock Restoration Services

INVITATION TO BID #2016B-004

**PAINTING OF METAL ROOFS, OVERHANGS, DOORS, WINDOWS, TRIM,
FACADES, ROLLUP DOORS, ETC.**

**VILLAGE OF PALM SPRINGS
226 CYPRESS LANE
PALM SPRINGS, FL 33461-1699**

**ADVERTISEMENT, INSTRUCTIONS TO BIDDERS
STATEMENT OF WORK, PROPOSAL FORMS**

BIDS TO BE OPENED

AUGUST 22, 2016 at 2:00 PM

ATTENTION

As they are issued, all addenda to solicitations will be posted under the applicable solicitation on our website at <http://www.vpsfl.org>. It is the bidder's sole responsibility to routinely check this website for any addendums that may have been issued prior to the deadline for receipt of the bid.

No addendums will be issued later than five (5) days before the opening of bids.

The Village of Palm Springs shall not be responsible for the completeness of any solicitation that was not downloaded from the above website.

LEGAL NOTICE

Sealed bids will be received by the Village of Palm Springs, Florida, at the Village Clerk's office, Village Hall, 226 Cypress Lane, Palm Springs, Florida, 33461 until 2:00 p.m. August 22, 2016, at which time they will be opened and recorded. Such bids to provide for the painting of all blue painted metal roofs, metal overhangs, doors, windows, trim, corrugated metal facades, rollup doors, etc. on all buildings in the Village Center Complex.

A mandatory Pre-Bid Meeting is scheduled for 10:00 AM on Monday, August 15, 2016, located at Village Hall, Council Chambers, First Floor, 226 Cypress Lane, Palm Springs, FL 33461.

The envelope containing the bid shall be marked as follows:

**SEALED PROPOSAL BID# 2016B-004 PAINTING OF METAL ROOFS,
OVERHANGS, DOORS, WINDOWS, TRIM, FACADES, ROLLUP DOORS,
ETC.**

BIDDER'S NAME –

ADDRESS -

TO BE OPENED - 2:00 p.m. on August 22, 2016

No bidder may withdraw his or her bid for a period of ninety (90) days after submission by the date set for the opening thereof.

The resulting contract shall be awarded to the responsible bidder whose bid meets the requirements and criteria set forth in the invitation to bid and whose award, in the opinion of the Village, will be in the best interest of and most advantageous to the Village of Palm Springs.

The Village reserves the right to accept or reject any and all bids, cancel the invitation to bid and/or re-issue the invitation to bid or take such further action as is deemed appropriate in the sole discretion of the Village Council.

The complete invitation to bid including specifications and bid forms may be obtained by bona fide bidders from the Village of Palm Springs website at: <http://www.vpsfl.org>

THE VILLAGE OF PALM SPRINGS

Susan Caljean, Village Clerk

PUBLISH: Lake Worth Herald / DemandStar, August 4, 2016

**INVITATION TO BID #2016B-004 PAINTING OF METAL
ROOFS, OVERHANGS, DOORS, WINDOWS, TRIM,
FACADES, ROLLUP DOORS, ETC.**

1. **INVITATION TO BID:** The Village of Palm Springs, Florida, a municipal corporation in Palm Beach County (“Village” hereafter), is accepting sealed bids for Painting of Metal Roofs, Overhangs, Doors, Windows, Trim, Facades, Rollup Doors, Etc. in the Village Center Complex (“Project” hereinafter) (as more fully described herein) until 2:00 p.m., local time, on August 22, 2016, at the Village Clerk’s office, Village Hall, 226 Cypress Lane, Palm Springs, Florida 33461-1699. Bids received after the aforementioned date and time will be returned unopened.

2. **PREPARATION OF PROPOSAL:** This Invitation to Bid (“ITB” hereafter) provides the complete set of terms and conditions, statement of work and bid forms for the required goods and/or services for the Project. The scope of services for the Project is attached hereto and incorporated by reference as ITB Exhibit “A”. The bid forms are attached hereto and incorporated by reference as ITB Exhibits “B” to “F” and are the following:

- | | |
|----------------------------------|-----------------|
| - Offeror’s Acknowledgment | ITB Exhibit “B” |
| - Proposal Form | ITB Exhibit “C” |
| - Drug Free Workplace | ITB Exhibit “D” |
| - Conflict of Interest Statement | ITB Exhibit “E” |
| - Agreement | ITB Exhibit “F” |

This ITB is available for review and printing from the Village’s web site:
<http://www.vpsfl.org>.

All bid forms must be completed in full and include a manual signature, in ink, where applicable. The signature must be of an authorized representative who has the legal ability to bind the bidding entity in contractual obligations. Unsigned bids will not be accepted.

All bid forms must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by a bidder to any part of a bid form must be initialed in ink. It is a bidder’s sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. The Village will not be responsible for any expenses incurred in connection with the preparation and/or delivery of a bid.

One (1) original and three (3) copies and one (1) electronic .pdf copy (on CD) of the Bid submittal package along the other required information (as stated in Section 11 below) must be submitted in a sealed envelope to the address provided above via hand-delivery or mail. Faxed or emailed bids are not acceptable. The face of the sealed envelope shall state “SEALED BID” and contain the bidder’s name, return address, title of the bid, bid number (if applicable) and the date and time for

bid opening. Bids not submitted in a sealed envelope or on the enclosed bid forms may be rejected.

Any questions regarding this Bid should be submitted in writing via facsimile or email to Susan Caljean, Village Clerk, at FAX (561)304-4602 or scaljean@vpsfl.org. If any technical question requires a response which the Village in its sole discretion determines should be provided to all potential bidders, the Village will issue an official addendum to this ITB. The Village will endeavor to make sure all potential bidders receive such addendum by posting the addendum on the Village's website for the respective bid invitation; however, it is the sole responsibility of every bidder to verify with the Village whether any addendum has been issued prior to submitting a bid. The Village will not issue an addendum five (5) days or less before bid opening.

Neither the Village of Palm Springs nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission, presentation of a bid or filed protest as a result of this Bid.

3. BID EVALUATION AND AWARD: Pursuant to Section 2-355 of Palm Beach County Ordinance 2011-039 and the purchasing policies of the Village of Palm Springs, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under a "**Cone of Silence**". This limits and requires documentation of all communications between potential bidders and /or bidders on Village Solicitations, the Village's Professional staff and Village Council members.

On the date and time specified in this ITB, the Village will open and announce aloud all bids received on time. The bid opening may be delayed if, at the sole discretion of the Village, it is considered to be in the Village's best interests.

The Village will evaluate the bids in order to prepare a recommendation to the Village Council for selection of the best bid and award of a resulting contract. The winning bid will be selected on the basis of, among other things, bid amount, the financial responsibility of the bidder, proven skill and experience, abilities to timely perform the contract, previous satisfactory performance and such other abilities of the bidder that the Village in its sole discretion determines will enable it to perform effectively and efficiently the contract being bid upon. The resulting contract will include terms and conditions substantially similar to those found in the agreement in ITB Exhibit "F", and will incorporate the terms and conditions of this ITB, and the selected bidder's bid.

The Village, in its sole discretion, reserves the right to waive all technicalities or minor irregularities, to reject any or all bids or any part of a bid, to award to a single bidder or to divide the award between bidders, and to re-solicit this ITB or any part of this ITB. The Village further reserves the right, in its sole discretion, to award a contract

to the bidder (or bidders) whose proposal best serves the interests of the Village and offers the most advantageous opportunity to the Village.

5. INSURANCE REQUIREMENTS:

A. Prior to the approval of a resulting contract, the selected bidder shall provide to the Village certificates evidencing insurance coverage in the minimum amounts as required hereunder or as otherwise agreed to in the negotiated contract. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The certificates shall clearly indicate that the selected bidder has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the Village or as otherwise agreed to by the Village in writing. Failure to comply with the foregoing requirements shall not relieve the selected bidder of its liability and obligations under a resulting contract.

B. The selected bidder shall maintain, during the life of a resulting contract, commercial general liability insurance in the amount of \$2,000,000 general aggregate and \$1,000,000 per occurrence to protect the selected bidder from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under a resulting contract, whether such operations be by the selected bidder or by anyone directly employed by or contracting with the selected bidder.

C. The selected bidder shall maintain, during the life of a resulting contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the selected bidder from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the selected bidder or by anyone directly or indirectly employed by the selected bidder.

D. The parties to the resulting contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the other party.

E. All insurance, other than Worker's Compensation, to be maintained by the selected bidder shall specifically include the Village as an Additional Insured.

6. TERM OF CONTRACT: Not applicable.

7. PUBLIC ENTITY CRIMES: In accordance with section 287.133, Florida Statutes, any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods and/or services to a public entity; may not submit a proposal, 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 proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list.

8. INDEMNIFICATION: The selected bidder shall indemnify and hold harmless the Village and its officers, agents, and employees, from and against all claims, liabilities, damages, losses, costs and expenses, including, but not limited to, reasonable costs, collection expenses, attorneys' fees, fees and charges of any professionals, and all court, arbitration or other dispute resolution costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the bidder, its officers, agents or employees in performance or non-performance of its obligations under the resulting agreement. The bidder recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the Village when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by Village in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the resulting agreement. Compliance with any insurance requirements required elsewhere in the resulting agreement shall not relieve bidder of its liability and obligation to defend, hold harmless and indemnify the Village as set forth herein. Nothing in the resulting agreement shall be construed or interpreted as consent by the Village to be sued, nor as a waiver of sovereign immunity beyond the waiver or limits provided in §768.28, Florida Statutes.

9. PUBLIC RECORDS: Upon receipt, all bids and information submitted with each bid become "public record", property of the Village and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). In order to possibly be exempt from disclosure, bidders must invoke the specific exemptions to disclosure provided by law in their proposal by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. The Village has the right to use any or all information/material submitted in response to this ITB and/or any resulting contract from it. Disqualification of a bidder does not eliminate this right. In accordance with section 119.0701, Fla. Stat. any resulting contract

shall include a provision that requires the contractor to comply with public records laws, specifically to:

- (a) Keep and maintain public records required by the Village to perform the service.
- (b) Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Auditor does not transfer the records to the Village.
- (d) Upon completion of this Contract, transfer, at no cost, to the Village all public records in possession of the Consultant or keep and maintain public records required by the Village to perform the service. If the Consultant transfers all public records to the Village upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, scaljean@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

10. OFFEROR'S CERTIFICATION: Each bidder submitting a bid acknowledges, agrees and certifies as follows:

- A. The bidder and its proposal are subject to all terms and conditions specified herein with no exceptions unless authorized in writing by the Village;
- B. The bid constitutes an offer to the Village which shall remain open, irrevocable and unchanged for ninety (90) days after proposal opening;
- C. The bidder has not given, offered nor intends to give or offer any economic opportunity, future employment, favor or gratuity in any kind to any employee of the Village in connection with this Bid;
- D. The bidder has not divulged or discussed its proposal with other bidder;

- E. The bid is made based on independent determination of the bidder without collusion with other bidders in an effort to restrict competition;
- F. The bidder has not made any attempt to induce any potential bidder from submitting or declining to submit a proposal in response to this RFP;
- G. The bidder is financially solvent and sufficiently experienced and competent to provide all goods and/or services required in this Bid;
- H. That the bidder shall indemnify, defend and hold harmless the Village, its officers, employees and agents from any and all claims, damages, causes of action or liability related to or arising from this Bid;
- I. That pursuant to § 287.133, Fla. Stat., the bidder is not a person or affiliate on the convicted vendor list subject to the prohibitions stated therein and may lawfully respond to this ITB and may lawfully accept an award if selected; and,
- J. That all information provided in the bid is true and correct in all respects.

If any bidder or its bid fails to comply with the foregoing certifications, said failure will include, but may not be limited to, grounds for rejecting that bidder's bid.

11. **BID FORMAT AND REQUIREMENTS:** Each bid shall be submit in a clear, concise format, on 8½ X 11 paper. Each bid set shall contain all information requested herein to be considered for award. A checklist is included as ITB Exhibit "G" to assist in the completion of your proposal. Omission of required information may be cause for disqualification.

- A. **Cover Letter of Transmittal:** (limit one (1) page): The cover letter will summarize in a brief and concise statement the bidder's qualifications, how it is organized, and its location relative to the Village. Minimum qualifications should be stated and must include:
 - 1. A statement that the bidder is licensed and qualified to provide all goods and/or services requested under this ITB and as stated in the bid to complete the Project;
 - 2. A statement that the bidder is able and will comply with all applicable laws, rules, regulations and ordinances of the Village, Palm Beach County, the State of Florida and the United States if selected by the Village Council; and,
 - 3. A statement that the bidder is able to and will provide the required insurance as stated herein if selected by the Village Council.

The following bid forms should be attached to the Cover Letter:

ITB Exhibit “B” - Bidder’s Acknowledgment
ITB Exhibit “C” - Proposal Form
ITB Exhibit “D” - Drug Free Workplace
ITB Exhibit “E” - Conflict of Interest Statement
ITB Exhibit “G”- Bid Checklist

B. Bidder’s References: (limit three (3) pages): This section of the bid must include a list of at least 3 but no more than six (6) other municipalities, public entities or other entities which the bidder has provided similar goods and/or services as those requested in this ITB to complete the Project. Bidder shall indicate a contact person’s name, address and telephone number for each reference, and a general description of the Project.

C. Conflict of Interest (limit one (1) page): All bidders must disclose with their bid the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee or officer of the Village. Further, all bidders must disclose the name of any Village employee or officer who, either directly or indirectly, owns a material interest in the bidder’s company, firm or group or in that of any of its affiliates. If no such conflict of interests exists, the bidder should clearly state this in its bid. In addition bidder must complete the Conflict of Interest Statement included as Exhibit “E” of the ITB.

D. License and Insurance certifications: All bidders must include evidence of the proper insurance certifications for General Liability, Automobile, and Workers Compensation/Employers Liability Insurance. In addition bidders must include all current licenses applicable to the execution of the scope of work included in this ITB.

12. ANTI-COLLUSION: The signed bidder certifies that he or she has not divulged, discussed or compared his or her proposal with other bidders and has not colluded with any other bidder or parties to a proposal. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid list(s).

13. NONDISCRIMINATION: The Village is an equal opportunity employer, and it is the Village’s policy to provide equal opportunity to all vendors consistent with the laws of the state. The Village intends to prohibit illegal discrimination against any person or business in pursuit of these opportunities based on race, color, national origin, religion, sex, age, or disability.

14. PROTEST PROCEDURE: Protests shall be handled in accordance with protest procedures set forth in the Village’s Purchasing Code, sec 58-6 of the Code of Ordinances. Venue for any dispute regarding this ITB shall be in Palm Beach County, Florida.

15. INSPECTOR GENERAL: In accordance with Palm Beach County Ordinance Number 2011-009, the Contractor agrees that the resulting contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Contractor has the responsibility to review Palm Beach County Ordinance Number 2011-009 and be aware of its rights and/or obligations under such ordinance.

16. INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a Contract or Purchase Order issued pursuant to this Invitation to Bid shall minimally meet the following conditions to be considered as a valid payment request:

A. A timely submission of a properly certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract or Purchase Order document, and submitted to:

Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461
ATTN: Finance Department

B. All invoices submitted shall consist of an “original” invoice which clearly references the subject Contract or Purchase Order Number; provide a sufficient salient description to identify the good(s) and/or service(s) for which payment is requested; include, at a minimum, the number and location of each inspection and reinspection conducted, the time spent on each inspection; include any other details as requested by the Village to substantiate the fees invoiced; and be clearly marked as “partial”, “complete” or “final invoice”. The Village will accept partial deliveries of several units, not component parts.

C. The invoice shall contain the Bidder’s Federal Employer Identification Number.

D. All payments made by the Village pursuant to the Contract Documents shall be in accordance with Florida’s Prompt Payment Act (for non-construction).

[The remainder of this page was intentionally left blank]

INVITATION TO BID #2016B-004

ITB EXHIBIT "A"

SCOPE OF SERVICES

SCOPE OF WORK - GENERAL

Furnish all labor, equipment, materials and supervision to refinish all the blue painted metal roofs, metal overhangs, doors, windows, trim, corrugated metal facades, rollup doors, etc. in the Village Center complex of buildings. This includes the Library, Police and Fire Station, Village Hall, six Dugouts, Concession Stand, Electrical Building, Splash Pad Shelter, Tennis Court Restrooms, Leisure Activities Building (LAB) and the Utility Building east of the VFW.

COLOR SELECTION

Paint color shall match Matthews Paint Number 24340, Mardi Gras Teal.

SAFETY RELATED PRECAUTIONS

1. It is the Painting Contractor's responsibility to read and follow all label and technical data directions and information and all safety requirements from the Manufacturer of the products being used.
2. The Painting Contractor will be responsible for roping off and erecting signs in areas where any painting is occurring.
3. The Painting Contractor shall be responsible for all aspects of safety administration on the job and must be in compliance with all OSHA safety regulations.

PAINTING

PART I GENERAL

Only bidders attending the mandatory pre-bid meeting will be eligible to submit bids. The purpose of the meeting will be to address any questions about the specification or the scope of work. A site visit will immediately follow the pre-bid meeting at Village Hall. The meeting will reconvene back at Village Hall, after the site visit.

This list is a brief scope of work which includes the major elements of the work but may not be limited to the following:

INCLUSIONS

1. Pretreat all surfaces with Alkaline Degreaser
2. Completely pressure clean all exterior surfaces to be coated using a 15-degree tip to remove all foreign matter.
3. Mechanically wire wheel and/or grind down rusted areas.
4. Let surfaces dry completely before prep work is begun.
5. Re-caulk all painted windows including stairwell towers. Remove any failing caulking. Re-caulk metal frame to stucco using Sikaflex 1-part urethane sealant and tool with proper size spatula that will give a clean and neat finished edge.
6. Priming of all metal surfaces will be done with PPG AmerCoat One Single Component Epoxy applied according to manufacturer's specifications.
7. Painting of finish coats will not begin until these areas have been inspected.
8. All metal surfaces will be coated with PPG PSX One High Solids Single Pack Acrylic Polysiloxane Coating applied according to manufacturer's specifications.

QUALITY ASSURANCE

A. The Painting Contractor shall furnish all labor, materials, tools, and equipment necessary for the cleaning, preparation, sealing and painting of all specified surfaces.

B. All work is to be done in a workmanlike manner by skilled workers and carried out in such a way as to minimize any inconvenience to the occupants and tenants. The Painting Contractor shall maintain a full work force from the start to the completion of

work and shall leave a qualified foreman on the job at all times. The Painting Contractor will be responsible for making sure that all the Painting Contractor's employees are fully and properly clothed in identifiable uniforms while working on the premises or entering any part of the facilities. The skilled workers will be thoroughly trained and experienced in their necessary trade and will be completely familiar with the specification requirements and methods for proper performance of the work in this Specification.

- C. The Painting Contractor once having started the job will continuously and expeditiously proceed with its vigorous prosecution until completion.
- D. The Painting Contractor will not sub-contract any of their work.
- E. All materials shall be applied free from runs, sags, wrinkles, streaks, shiners and brush marks.
- F. All materials shall be applied uniformly.
- G. The Painting Contractor shall be responsible for and use utmost care in the protection of the occupant and common property including all screens, windows, walkways, shrubbery, parked vehicles and any other property in the area from paint and/or any other damage
- H. The Painting Contractor shall be solely responsible for the rectification of any such damage, the cleanup involved from work outlined in this specification, and their employees during the performance of their labor. Payment to the Painting Contractor will be withheld until settlement is reported.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Bids are to be based solely on coatings manufactured by PPG Protective & Marine Coatings except as otherwise noted or specified.

- B. Colors are to be those as approved by the Owner as listed on previous page 2.
- C. All paint and coatings must be delivered to the job site in the manufacturer's original sealed containers.
- D. The Owner reserves the right to take a representative sample of any materials the Painting Contractor brings on the job and have it tested by an approved laboratory to verify the materials conform to the specification set forth herein.
- E. Product substitutions: If a contractor wishes to make a substitution of products, said contractor will need to provide independent laboratory testing proving equal or superior materials on all levels of VOC regulations and **MPI** specifications.
- F. Due to different conditions of surfaces being painted the Painting Contractor must assume responsibility for coverage of paint. One coat coverage cannot be guaranteed due to different absorption rates of the surfaces painted. Test patches should be completed prior to beginning of work to assure satisfactory coverage of material.
- G. Color differences due to different batches are inherent in the paint industry. The Painting Contractor should try to order as much of any custom mixed color at one time ready made from the factory or the paint store in order to avoid "batch color differences". As this might not be feasible in all circumstances, if smaller batches do need to be taken for whatever reason, the Painting Contractor should retain an amount needed from a particular batch to touch up those areas painted in that batch of paint to help avoid "touch up" problems.
- H. If any reduction of the coating's viscosity is necessary, it shall be done in accordance with manufacturer's label directions.

PART 3 EXECUTION

3.1 ACCESS

- A. The Owner agrees to and shall be responsible for the trimming and/or removal of all foliage obstructing the building and permit adequate access to

the areas to be painted.

B. The Owner agrees to notify all occupants of the property to remove any personal items including vehicles as necessary to permit the Painting Contractor to proceed without delay.

C. The Painting Contractor must give prior notice to commencement of work in their area in order to have all objects removed from any area that will hinder the progress of the work in any way. Parked vehicles are also to be moved from the area described.

3.2 STAGING AREA

A. The Painting Contractor is to submit their requirements for a staging area (shop and storage areas) and parking area for their employees and the Owner will make every effort to provide a suitable area. At the end of each working day, all equipment, ladders, paint, supplies, vehicles, etc. must be returned to the staging area and the working area must be left clean. Protection of this area is the sole responsibility of the Painting Contractor and it shall be left in a clean, safe and acceptable manner.

3.3 REMOVAL

A. Upon completion of an area, it shall be left in a clean and orderly condition and all paint splatters, contaminated rags and trash shall be removed.

B. The Painting Contractor shall be responsible for the proper disposal of any hazardous waste generated during the course of work.

C. Upon completion of the job, the Painting Contractor must remove all surplus materials, scaffolds etc., from the premises that relate to their trade. The Painting Contractor shall clean all window glass free of excess paint and splatters and remove paint that has been misplaced on any other surfaces.

3.4 PREPARATION OF THE SURFACES

A. The Painting Contractor shall be wholly responsible for the quality of their work and is not to commence any part of it until all surfaces are in proper condition.

B. All surfaces are to be clean of mildew, chalk, peeling paint and other residues. If for any reason, the surface cannot be cleaned this condition must be promptly reported to the Owner or the Painting Contractor will assume responsibility for the condition.

C. If the Painting Contractor considers any surface unsuitable for proper finishing, they are to notify the Owner of this fact in writing. The Painting Contractor is not to apply material until corrective measures have been taken or the Owner has instructed them to proceed under the current conditions.

D. Occasionally the Painting Contractor's cleaning technique develops or reveals an unforeseen condition that requires additional labor and materials. The Painting Contractor must either negotiate their contract or assume the responsibility for properly correcting the condition.

E. The prime coat shall be applied soon after surface preparation has been completed, so as to prevent contamination of the substrate.

3.5 EXTERIOR SUBSTRATE PREPERATION

APPROXIAMATELY 90% OF ALL PAINT FAILURES CAN BE DIRECTLY ATTRIBUTED TO IMPROPER SURFACE PREPARAIIION. STRICTLY FOLLOWING ALL SURFACE PREPARATION INSTRUCTIONS ON ALL SURFACES IS ESSENTIAL TO ACHIEVE MAXIMUM BENEFITS OF THE COATINGS TO BE USED. ALTHOUGH INSPECTIONS ARE CONDUCTED ON A REGULAR BASIS, IT IS THE PAINTING CONTRACTOR'S ULTIMATE RESPONSIBILITY TO ASSURE THAT ALL SURFACES TO BE PAINTED ARE PROPERLY AND COMPLETELY PREPARED PRIOR TO APPLICATION OF ANY AND ALL COATINGS.

1.2 LIASON

The Owner's Representative and the Painting Contractor shall transmit all information pertaining to the job and shall not permit unauthorized interference from outside persons or from the paintingcontractor's employees.

1.3 INSPECTION

A. In order to avoid any dispute over existing damage it is suggested that before the commencement of any work that the Painting Contractor along with the Owner's

Representative together walk the project and make a list of all existing damage. This list should contain the areas and photographs showing signs of any kind of damage. Each party should keep a dated copy. In the event of a claim, the Owner and the Painting Contractor can use this list to resolve any disputed damage.

B. The Painting Contractor shall schedule all required tests, approvals and inspections at appropriate times so as not to delay the progress of the work.

C. The Painting Contractor is required to correct in a timely fashion any work reasonably rejected by the owner for failing to comply with the Specification Documents.

START AND COMPLETION SCHEDULE

PROJECT START DATETO BE DETERMINED

SUBSTANTIAL COMPLETION DATE.....SEPTEMBER 30, 2016

FINAL COMPLETION30 DAYS THEREAFTER

Material safety data and product data sheets can be obtained on line or at the store supplying the products, and are to be kept on the job site for all materials used on this project.

[The remainder of this page was intentionally left blank]

INVITATION TO BID #2016B-004

ITB EXHIBIT "B"
BIDDER'S ACKNOWLEDGMENT

SUBMIT ONE (1) ORIGINAL AND THREE (3) COPIES WITH AN ELECTRONIC .PDF COPY OF YOUR BID TO:

Village of Palm Springs
Attn: Village Clerk
226 Cypress Lane
Palm Springs, FL 33461-1699

ITB TITLE: ITB NO: 2016B-004 PAINTING OF METAL ROOFS, OVERHANGS, DOORS, WINDOWS, TRIM FACADES, ROLLUP DOORS, ETC.

Bid must be received **PRIOR TO 2:00 P.M., AUGUST 22, 2016**, at which time Bids will be opened.

Bidder's Name: _____
(Please specify if a corporation, partnership, other entity or individual)

Fed. ID# or SSN: _____

Address: _____

Telephone No.: _____ Fax Number: _____

Contact representative: _____

The undersigned authorized representative of the bidder agrees to all terms and conditions stated in the ITB, and proposes and agrees that if this bid is accepted by the Village, the bidder will enter into a standard Village contract to provide all goods and/or services as stated in this proposal and in accordance with the terms and conditions of the ITB.

Authorized Representative's Signature

Date

Name:

Position:

INVITATION TO BID #2016B-004

ITB EXHIBIT "C"

PROPOSAL FORM

_____ agrees to provide Painting Services in accordance with the requirements of the Scope of Services, Agreement and Proposal Documents.

Gentlemen:

The undersigned agrees to provide Painting Services as called for by the Scope of Services and Proposal Documents and Agreement, in the manner prescribed therein and to the standards of quality and performance established by the Village for the price stated below.

The undersigned agrees to the right of the Village to hold all Proposals and Proposal guarantees for a period not to exceed ninety (90) days after the date of Proposal opening stated in the Invitation to Bid, and to defer or exclude some structures from the bid award in order to keep total costs within available budgeted funds for this project.

The undersigned accepts the invoicing and payment policies specified in the Bid Documents and Agreement.

Pricing

Village Hall _____

Library _____

Police/Fire Department _____

Picnic Canopy _____

Tennis Court Restroom Building _____

Maintenance Building East of VFW _____

6 Dugouts _____

Concession Stand _____

Leisure Activities Building _____

Trailer _____

Electrical Building _____

Total Bid Cost:

(In Words) _____

Total Bid Cost:

(In Figures) _____

Dated this _____ day of _____, 2015

FIRM OR PARTNERSHIP

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Social Security Number (OR) Taxpayer Identification Number (TIN):

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered: _____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Bidder acknowledges the receipt of Addenda No.'s _____

INVITATION TO BID #2016B-004
**ITB EXHIBIT ‘D’ CONFIRMATION OF DRUG-
FREE WORKPLACE**

In accordance with Section 287.087, Florida Statutes, whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of _____,
I certify that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Name:

Position:

INVITATION TO BID #2016B-004

**ITB EXHIBIT “E”
CONFLICT OF INTEREST STATEMENT**

This Invitation to Bid is subject to the conflict of interest provisions of the policies and Code of Ordinances of the VILLAGE OF PALM SPRINGS, the Palm Beach County Code of Ethics, and the Florida Statutes. The Bidder shall disclose to the VILLAGE OF PALM SPRINGS any possible conflicts of interests. The Bidder’s duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the VILLAGE OF PALM SPRINGS.

CHECK ALL THAT APPLY:

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid due to any other clients, contracts, or property interests.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid as set forth in the policies and Code of Ordinances of the Village of Palm Springs, as amended from time to time.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, IF ONE IS ENTERED INTO.

COMPANY OR INDIVIDUAL NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE, I F A COMPANY

INVITATION TO BID # 2016B-004

ITB Exhibit "F"

VILLAGE OF PALM SPRINGS AGREEMENT FOR PAINTING OF METAL ROOFS, OVERHANGS, DOORS, WINDOWS, TRIM, FACADES, ROLLUP DOORS, ETC IN THE VILLAGE CENTER COMPLEX

THIS AGREEMENT ("Agreement") is made as of the _____ day of, 2016, by and between the **Village of Palm Springs**, a Florida Municipal Corporation ("Village"), and _____, a Florida corporation ("Contractor").

In consideration of the mutual promises contained in this Agreement and ITB No. 2016B-004 (all documents hereafter jointly referred to as the "Contract Documents"), the Village and Contractor agree as follows:

SECTION 1 –SCOPE OF SERVICES

The Contractor shall be engaged by the Village to provide, painting services (the "Services"). Contractor shall be responsible for all work performed by its employees. Contractor agrees not to subcontract any of the Services required under this Agreement. All of the Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the Services shall be fully qualified and, if required, authorized, licensed or permitted under the state and local laws and regulations to perform such Services. The Contractor hereby certifies that it and its employees shall perform Services to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the Services are provided. The Contractor hereby certifies that it and its employees shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services. The Contractor represents that it has all necessary personnel required to perform the Services under the Contract Documents. If an error or omission by the Contractor or its employees is discovered, then, in the Village's sole discretion, the Contractor shall correct such error or omission or re-perform the Services provided in error at no additional cost to the Village. The Contractor and its personnel, while on Village premises, will comply with all applicable Village requirements governing conduct, safety and security.

SECTION 2 – COMPENSATION

The Village shall pay the Contractor the amounts set forth in **Exhibit "C"** to the ITB for the provision of the Contractor's services. All payments made by the Village pursuant to the Contract Documents shall be in accordance with Florida's Prompt Payment Act (for non-construction). All invoices shall be submitted in sufficient detail to demonstrate compliance with the terms of the Contract Documents. Contractor shall invoice the Village regularly (no more than once per month) for Services that have been rendered in conformity with the Contract Documents. The Village's representative shall review each invoice and then forward each invoice to the Finance Department for payment. Contractor shall, without additional compensation, correct and revise any

errors, omission, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of the Contractor.

In order for both parties herein to close their books and records, Contractor will clearly state “final invoice” on the Contractor’s final/last billing to the Village. This certifies that all Services have been properly performed and all charges have been invoiced to the Village. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor.

If the Village disputes any invoice or part of an invoice, Village shall notify Contractor of such dispute within fifteen (15) days of receipt of the invoice. Village reserves the right to withhold payment to Contractor of any disputed portion of the Contractor’s invoice in accordance with the terms and conditions of the Contract Documents. Village shall pay all undisputed portions of such invoices as set forth in this section.

The Village shall not be liable to the Contractor for any direct, indirect, special, incidental or consequential costs, expenses or damages of any kind regardless of the cause.

SECTION 3 –INDEMNIFICATION, WAIVER AND LIMITATION OF LIABILITY

Contractor shall indemnify and hold harmless the Village and its officers, agents, and employees, from and against all claims, liabilities, damages, losses, costs and expenses, including, but not limited to, reasonable costs, collection expenses, attorneys’ fees and court costs (at all levels of trial and appeal), fees and charges of any professionals, and all arbitration or other dispute resolution costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the Contractor, its officers, agents or employees in performance or non-performance of its obligations under the Contract Documents. The Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the Village when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by Village in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Contract Documents. Compliance with any insurance requirements required elsewhere in the Contract Documents shall not relieve the Contractor of its liability and obligation to defend, hold harmless and indemnify the Village as set forth herein. Nothing in the Contract Documents shall create a contractual relationship with or cause of action in favor of a third party against either the Village or the Contractor nor shall anything in the Contract Documents be construed or interpreted as consent by the Village to be sued, nor as a waiver of sovereign immunity beyond the waiver or limits provided in §768.28, Florida Statutes.

SECTION 4 – REMEDIES; VENUE; APPLICABLE LAW

The Contract Documents shall be governed by the laws of the State of Florida. Any and all legal action, including mediation, necessary to enforce the Contract Documents will be held in Palm Beach County, Florida. Disputes related to or arising out of the Contract Documents shall not be subject to binding or non-binding arbitration.

SECTION 5 - ENFORCEMENT COSTS AND WAIVER OF JURY TRIAL

If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney's fees. **Each party also agrees to waive any and all rights to a trial by jury for any and all disputes or claims which may be related to or arise out of the Contract Documents.**

SECTION 6 - AUTHORITY TO PRACTICE

Contractor hereby represents and warrants that it (and its employees and subcontractors, if any) has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner and in conformance with all applicable laws. Proof of such licenses and approvals shall be submitted to the Village upon request.

SECTION 7 – ACCESS AND AUDITS

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after completion of the Contract Documents. The Village shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours and upon reasonable prior notice, at the Contractor's place of business. In no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 8 – SEVERABILITY; SURVIVABILITY

If any term or provision of the Contract Documents, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the Contract Documents, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the Contract Documents shall be deemed valid and enforceable to the extent permitted by law. Any provision of the Contract Documents which is of a continuing nature or imposes an obligation which extends beyond the term of the Contract Documents shall survive its expiration or earlier termination.

SECTION 9 - PUBLIC ENTITY CRIMES

As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Contractor certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

SECTION 10 - ENTIRETY OF CONTRACTUAL AGREEMENT

The Village and Contractor agree that this Agreement and the other Contract Documents set forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Contract Documents may be added to, modified, superseded or otherwise altered by Contractor, except by

written instrument executed by the both parties hereto. The Contract Documents shall become effective upon signature by the Mayor.

SECTION 11 – WAIVER

Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party’s right to enforce or exercise said right(s) at any time thereafter.

SECTION 12 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

The contract between the parties consists of this Agreement and the remaining Contract Documents. To the extent that there exists a conflict between this Agreement and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 13 – TAXES

The Village is exempt from payment of Florida State Sales and Use Tax. Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fill any contractual obligations with the Village, nor is Contractor authorized to use the Village’s Tax Exemption Number in securing such materials. Contractor shall be responsible for payment of its own and its share of its employees’ payroll, payroll taxes, and benefits with respect to the Contract Documents.

SECTION 14 –PALM BEACH COUNTY IG

In accordance with Palm Beach County ordinance number 2011-009, this Agreement and the other Contract Documents may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

SECTION 15 - EFFECT OF TERMINATION AND PREPARATION

The Contract Documents may be terminated by either party upon thirty (30) days’ prior written notice to the other party in the event of substantial failure by that party to perform in accordance with the terms of the Contract Documents through no fault of the terminating party. It may also be terminated, in whole or in part, by the Village, with or without cause, upon thirty (30) days’ written notice to the Contractor. Termination of the Contract Documents shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Termination in accordance with this provision shall be without penalty or expense to the Village, except that the Village shall be responsible for any amount owed to Contractor for services provided in accordance with the Contract Documents and provided prior to and through the date of termination. The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SECTION 16 – INSURANCE

The Contractor shall, at its own expense, procure and maintain throughout the term of the Contract Documents, with insurers licensed in the State of Florida, the types and amounts of insurance conforming to the minimum requirements set forth herein. The Contractor shall not commence work until the required insurance is in force and evidence of insurance has been provided to the Village. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by the Contract Documents, the Contractor shall provide the Village with renewal or replacement evidence of insurance at least

thirty (30) days prior to the expiration or termination of such insurance or as otherwise agreed to in writing by the Village.

Workers' Compensation/Employer's Liability Insurance: Such insurance shall be provided in accordance with Florida Statutes.

General Liability Insurance: Such insurance shall include the Village as an "Additional Insured" and provide the following minimum limits of insurance:

\$2,000,000 General Aggregate
\$1,000,000 Each Occurrence

Automobile Liability Insurance: Such insurance shall be as provided in Exhibit "B" attached hereto and made part of the Contract Documents; and, shall remain in effect for the term of the Contract Documents.

The insurance provided by the Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Village shall be excess of, and shall not contribute with, the insurance provided by the Contractor. Compliance with these insurance requirements shall not limit the liability of the Contractor. Any remedy provided to the Village by the insurance provided by the Village shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to the Village under the Contract Documents or otherwise. The Contractor's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the Village may immediately terminate or suspend the Contract Documents and/or may use the services of another Contractor without incurring any liability to the Contractor.

Contractor hereby waives any and all rights to subrogation against the Village, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

SECTION 17 –PUBLIC RECORDS

Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (e) Keep and maintain public records required by the Village to perform the service.
- (f) Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (g) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Auditor does not transfer the records to the Village.

(h) Upon completion of this Contract, transfer, at no cost, to the Village all public records in possession of the Consultant or keep and maintain public records required by the Village to perform the service. If the Consultant transfers all public records to the Village upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, scaljean@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

SECTION 18 – INDEPENDENT CONTRACTOR

The Contractor (and its employees and subcontractors) is, and shall be, in the performance of all Services under the Contract Documents, an Independent Contractor, and not an employee, agent, or servant of the Village. All persons engaged in any of the Services performed pursuant to the Contract Document shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Services.

SECTION 19 - COUNTERPARTS

The Contract Documents may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive fully executed originals of the Contract Documents

SECTION 20 – SUCCESSORS AND ASSIGNS

The Village and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of the Contract Documents and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of the Contract Documents. Except as above, neither the Village nor the Contractor shall assign, sublet, convey or transfer its interest in the Contract Documents without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Village which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Village and the Contractor.

SECTION 21 – ENTIRETY OF CONTRACTUAL AGREEMENT

The Village and the Contractor agree that the Contract Documents set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Contract Documents may

be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22 – TIME

Time is of the essence with respect to all of Contractor’s obligations, duties and responsibilities under the Contract Documents.

SECTION 23 – MATERIALITY

All provisions of the Contract Documents shall be deemed material. In the event Contractor fails to comply with any of the provisions contained in the Contract Documents or amendments and addenda attached hereto, said failure shall be deemed a material breach of the Contract Documents and Village may at its option and without notice terminate the Contract Documents.

SECTION 24 – REPRESENTATIONS/BINDING AUTHORITY

Contractor’s representative below has full power, authority and legal right to execute and deliver this Agreement and perform all of its obligations under the Contract Documents. By signing this Agreement, Contractor’s representative hereby represents to the Village that he/she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of the Contract Documents on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year set forth above.

VILLAGE OF PALM SPRINGS

BY: _____
BEV SMITH, MAYOR

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
SUSAN CALJEAN
VILLAGE CLERK

BY: _____
GLEN J. TORCIVIA
VILLAGE ATTORNEY

Company Name: _____

By: _____

Print Name: _____

Print Position: _____

[CORPORATE SEAL]

INVITATION TO BID #2016B-004

ITB Exhibit “G”

PROPOSAL CHECK LIST

Please check each item and make sure that all required information is included in your Bid submission. Failure to submit this information may result in your bid being rejected as being a non-responsive and responsible Bidder.

YES ___ NO ___ 1. Proposal submittal – ONE (1) Executed Originals (clearly marked Original) and THREE (3) copies of all proposal forms, per Term & Condition #2 (See Page 3)

2. Did Bidder sign and submit the following forms listed in Term & Condition #2 (See Page 3)

YES ___ NO ___ ITB Exhibit “B” - Bidder’s Acknowledgment

YES ___ NO ___ ITB Exhibit “C” - Proposal Form

YES ___ NO ___ ITB Exhibit “D” – Drug Free Workplace

YES ___ NO ___ ITB Exhibit “E” – Conflict of Interest Form

YES ___ NO ___ ITB Exhibit “G” – Proposal Checklist

YES ___ NO ___ 3. Did Bidder submit bid with cover letter of transmittal, as per Term & Condition #11 (See Page 8/9)

YES ___ NO ___ 4. Provide all insurance certifications, as per Term & Condition # 11 (See Page 8/9)

YES ___ NO ___ 5. Provide current licenses, Per Term and Condition # 11 (See Page 8/9)

YES ___ NO ___ 6. Review and submit acknowledgement of addendums if issued, per Term & Condition #2 (See Page 4)

SHAMROCK RESTORATION SERVICES, INC

27091 Osage Street, Brooksville, FL 34601

e-mail: shamrockrsinc@bellsouth.net

Tel: (813) 505 - 7839

Fax: (352) 754-7282

COVER LETTER OF TRANSMITTAL

At Shamrock Restoration Services, customer satisfaction is our primary goal – every time! House painting, commercial or industrial painting, see how Shamrock Restoration Services assures a customer experience that will delight you!

We provide services for Residential Communities, Multiple Story Condos, Plazas, Shopping Malls, Government Buildings, as correctional institutions, hospitals, military bases, potable water and waste water treatment plants, power plants and much more.

Our expert full time employees as coating applicators, inspectors, Quality Control and Quality Assurance Supervisors will make sure that our company will provide high standards and quality work.

At Shamrock Restoration Services we can proudly say that we have satisfied customers not only in the Tampa Bay area but in the whole state of Florida as well. When we need to travel we rent houses or hotels depending to our needs.

Customers as: Florida Department of Transportation in St Augustine, City of Tamarac, City of Lakeland, Tampa Housing Authority, City of Bartow, Pasco County BOCC and much more entities

The company holds over a million dollars in assets and we have held performance bonds up to \$800,000.00. We never request any payments unless the project is over \$300,000.00.

We have in place: Quality Control Quality Assurance Program, Workplace Safety Program, Drag Free and Equal Opportunity Policy.

We are qualified applicators for products as two part epoxies, urethanes, zinc and much more including Electrostatic Coatings, by paint manufacturers as Sherwin Williams Company, PPG, Scott's Paints, Tnemec and others.

We providing coating services in the state of Florida for over the last 18 years.

SHAMROCK RESTORATIONS SERVICES INC. is licensed and qualified to provide all goods and/or services requested under this ITB and as stated in the bid to complete the Project; (please see attached General Contractor's license)

SHAMROCK RESTORATIONS SERVICES INC. is able and will comply with all applicable laws, rules, regulations and ordinances of the Village, Palm Beach County, the State of Florida and the United States if selected by the Village Council; and,

SHAMROCK RESTORATIONS SERVICES INC. is able to and will provide the required insurance as stated herein if selected by the Village Council. (please see attached insurance coverage limits.

ORIGINAL

**SEALED PROPOSAL BID# 2016B-004 PAINTING OF METAL ROOFS,
OVERHANGS, DOORS, WINDOWS, TRIM, FACADES, ROLLUP DOORS,
ETC.**

BIDDER'S NAME -
SHAMROCK RESTORATION SERVICES INC.

ADDRESS -
27091 OSAGE STREET, BROOKSVILLE, FL 34601

TO BE OPENED - 2:00 p.m. on August 22,
2016

No bidder may withdraw his or her bid for a period of ninety (90) days after submission by the date set for the opening thereof.

The resulting contract shall be awarded to the responsible bidder whose bid meets the requirements and criteria set forth in the invitation to bid and whose award, in the opinion of the Village, will be in the best interest of and most advantageous to the Village of Palm Springs.

The Village reserves the right to accept or reject any and all bids, cancel the invitation to bid and/or re-issue the invitation to bid or take such further action as is deemed appropriate in the sole discretion of the Village Council.

The complete invitation to bid including specifications and bid forms may be obtained by bona fide bidders from the Village of Palm Springs website at: <http://www.vpsfl.org>

THE VILLAGE OF PALM SPRINGS

Susan Caljean, Village Clerk

PUBLISH: Lake Worth Herald / DemandStar, August 4, 2016

INVITATION TO BID #2016B-004

ITB EXHIBIT "B"
BIDDER'S ACKNOWLEDGMENT

SUBMIT ONE (1) ORIGINAL AND THREE (3) COPIES WITH AN ELECTRONIC .PDF COPY OF YOUR BID TO:

Village of Palm Springs
Attn: Village Clerk
226 Cypress Lane
Palm Springs, FL 33461-1699

ITB TITLE: ITB NO: 2016B-004 PAINTING OF METAL ROOFS, OVERHANGS, DOORS, WINDOWS, TRIM FACADES, ROLLUP DOORS, ETC.

Bid must be received **PRIOR TO 2:00 P.M., AUGUST 22, 2016**, at which time Bids will be opened.

Bidder's Name: SHAMROCK RESTORATION SERVICES INC. CORPORATION
(Please specify if a corporation, partnership, other entity or individual)

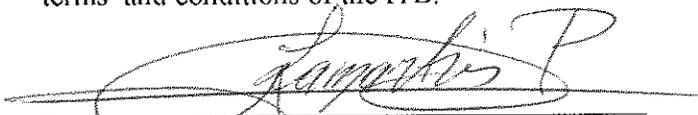
Fed. ID# or SSN: 59-3523763

Address: 27091 OSAGE STREET, BROOKSVILLE, FL. 34601

Telephone No.: 813-505-7839 Fax Number: 352-754-7282

Contact representative: PETE SAMARTZIS

The undersigned authorized representative of the bidder agrees to all terms and conditions stated in the ITB, and proposes and agrees that if this bid is accepted by the Village, the bidder will enter into a standard Village contract to provide all goods and/or services as stated in this proposal and in accordance with the terms and conditions of the ITB.



Authorized Representative's Signature

8/19/16

Date

PETE SAMARTZIS

Name:

ESTIMATOR

Position:

INVITATION TO BID #2016B-004

ITB EXHIBIT "C"
PROPOSAL FORM

SHAMROCK RESTORATION SERVICES INC. _____ agrees to provide Painting Services in accordance with the requirements of the Scope of Services, Agreement and Proposal Documents.

Gentlemen:

The undersigned agrees to provide Painting Services as called for by the Scope of Services and Proposal Documents and Agreement, in the manner prescribed therein and to the standards of quality and performance established by the Village for the price stated below.

The undersigned agrees to the right of the Village to hold all Proposals and Proposal guarantees for a period not to exceed ninety (90) days after the date of Proposal opening stated in the Invitation to Bid, and to defer or exclude some structures from the bid award in order to keep total costs within available budgeted funds for this project.

The undersigned accepts the invoicing and payment policies specified in the Bid Documents and Agreement.

Pricing

Village Hall	22,845.00
Library	15,282.00
Police/Fire Department	16,203.00
Picnic Canopy	1,344.00
Tennis Court Restroom Building	1,389.00
Maintenance Building East of VFW	1,880.00
6 Dugouts	1,791.00
Concession Stand	3,522.00
Leisure Activities Building	1,485.00
Trailer	806.00
Electrical Building	430.00

Total Bid Cost:

(In Words) SIXTY SIX THOUSAND NINE HUNDRED SEVENTY SEVEN ✓

Total Bid Cost:

(In Figures) \$66,977.00

Dated this 19TH day of AUGUST, 2016

FIRM OR PARTNERSHIP

By: _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Social Security Number (OR) Taxpayer Identification Number (TIN): _____

CORPORATION

By:  PETE SAMARTZIS
(Signature) (Print name)

Address: 27091 OSAGE STREET, BROOKSVILLE, FL 34601

Telephone: (813) 505-7839 Fax: (352) 754-7282

Taxpayer Identification Number (TIN/EIN): 59-3523763

State Under Which Corporation Was Chartered: FLORIDA

Corporate President: MICHAEL REYNOLDS
(Print Name)

Corporate Secretary: MICHAEL REYNOLDS
(Print Name)

Corporate Treasurer: MICHAEL REYNOLDS
(Print Name)

CORPORATE SEAL

Attest By: 
Secretary

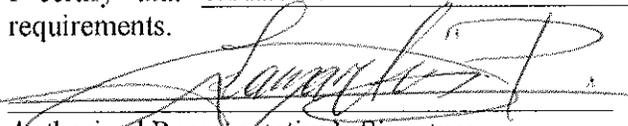
Bidder acknowledges the receipt of Addenda No.'s 1

INVITATION TO BID #2016B-004
ITB EXHIBIT "D" CONFIRMATION OF DRUG-
FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of SHAMROCK RESTORATION SERVICES INC.
I certify that SHAMROCK RESTORATION SERVICES INC. complies fully with the above requirements.



Authorized Representative's Signature

8/19/2016

Date

PETE SAMARTZIS

Name:

ESTIMATOR

Position:

INVITATION TO BID #2016B-004

**ITB EXHIBIT "E"
CONFLICT OF INTEREST STATEMENT**

This Invitation to Bid is subject to the conflict of interest provisions of the policies and Code of Ordinances of the VILLAGE OF PALM SPRINGS, the Palm Beach County Code of Ethics, and the Florida Statutes. The Bidder shall disclose to the VILLAGE OF PALM SPRINGS any possible conflicts of interests. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the VILLAGE OF PALM SPRINGS.

CHECK ALL THAT APPLY:

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid due to any other clients, contracts, or property interests.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid as set forth in the policies and Code of Ordinances of the Village of Palm Springs, as amended from time to time.

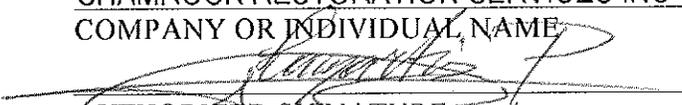
To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, IF ONE IS ENTERED INTO.

SHAMROCK RESTORATION SERVICES INC
COMPANY OR INDIVIDUAL NAME


AUTHORIZED SIGNATURE

PETE SAMARTZIS
NAME (PRINT OR TYPE)

ESTIMATOR
TITLE, IF A COMPANY

INVITATION TO BID #2016B-004

ITB Exhibit "G"

PROPOSAL CHECK LIST

Please check each item and make sure that all required information is included in your Bid submission. Failure to submit this information may result in your bid being rejected as being a non-responsive and responsible Bidder.

- YES NO 1. Proposal submittal – ONE (1) Executed Originals (clearly marked Original) and THREE (3) copies of all proposal forms, per Term & Condition #2 (See Page 3)
2. Did Bidder sign and submit the following forms listed in Term & Condition #2 (See Page 3)
- YES NO ITB Exhibit "B" - Bidder's Acknowledgment
- YES NO ITB Exhibit "C" - Proposal Form
- YES NO ITB Exhibit "D" – Drug Free Workplace
- YES NO ITB Exhibit "E" – Conflict of Interest Form
- YES NO ITB Exhibit "G" – Proposal Checklist
- YES NO 3. Did Bidder submit bid with cover letter of transmittal, as per Term & Condition #11 (See Page 8/9)
- YES NO 4. Provide all insurance certifications, as per Term & Condition # 11 (See Page 8/9)
- YES NO 5. Provide current licenses, Per Term and Condition # 11 (See Page 8/9)
- YES NO 6. Review and submit acknowledgement of addendums if issued, per Term & Condition #2 (See Page 4)



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC036127

ISSUED: 05/18/2015

CERTIFIED GENERAL CONTRACTOR
KELLY, JOHN JOSEPH
SHAMROCK RESTORATION SERVICES, INC

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date: AUG 31, 2016 L1505180000772

SHAMROCK RESTORATION SERVICES, INC

27091 Osage Street, Brooksville, FL 3460

e-mail: shamrockrsinc@bellsouth.net

Tel: (813) 505 - 783

Fax: (352) 754-728

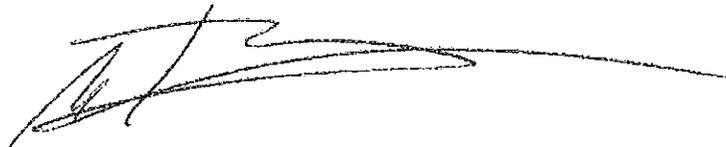
DATE: 05/04/2015

To whom it may concern:

I the undersigned, hereby authorize Panagiotis Samartzis to sign on my behalf in all manners relating to bids, including signing of all documents relating to these matters.

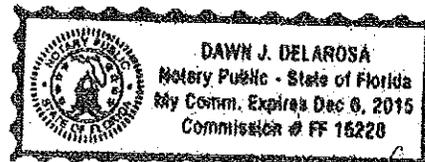
This authorization is valid until further written notice from SHAMROCK RESTORATION SERVICES INC.

Sincerely,



Michael Reynolds

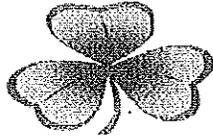
President



NOTARY



SHAMROCK



RESTORATION SERVICES, INC

27091 Osage Street, Brooksville, FL 34601
Tel: (813)505-7839 Fax: (352)754-7282
Web: www.shamrockrestorationservices.com
e-mail: michael@shamrockrestorationservices.com

References

Project name: Repainting seven concrete block buildings & sealing the coquina shell bldg
Description: Prep & paint 7 bldgs & sealing the coquina shell bldg, doors, ceilings etc.
Address: 3600 DOT Road, St. Augustine, Fl. 32084
Client: Florida Department of Transportation
1109 S. Marion Avenue, Lake City, Fl 32025-5874
Contact: Ben Bright, ben.bright@dot.state.fl.us
Tel: office: (904)825-5025 cell: (904)229-7502 Fax: (904)825-5016
Value: \$ 23,861.00
Completed: July 2016

Project name: Surface Prep & Coating system for the WTP
Description: Prep & Recoat concrete tanks, buildings, containment areas, metal package filters, clarifiers, silos, pipes, tanks, accelators, clearwells etc.
Address: Three different locations in Tamarac, Fl
Client: City of Tamarac
7525 NW 88th avenue, Tamarac, Fl
Contact: James T. Moore james.moore@tamarac.org
Tel: Direct: (954)597-3758 Fax: (954)597-3760
Value: \$ 202,645.00
Completed: May 2016

Project name: Intigent Health Care & Clients Service Buildings Painting
Description: Prep and Paint Walls, Doors and Handrails of multiple buildings
One of them was 75' tall
Address: 1290 Golf View Avenue, Bartow, Fl.
Client: Polk County BOCC Fl.
330 West Church Street, Bartow Fl. 33830
Contact: Thomas Angel ThomAngel@polk-county.net
Tel: Direct: (863)534-5533 cell:(863)344-0661 Fax: (863)534-5542
Value: \$ 108,350.00
Completed: April 2016

SHAMROCK RESTORATION SERVICES, INC

Project name: Jail Intake and Release Building Painting
Description: Prep and Paint Walls, Doors and Handrails
Address: 219 E. Anderson Ave. Bushnell, Fl. 33513
Client: Sumter County BOCC Fl.
7375 Powell Road, Wildwood, Fl. 34785
Contact: James Phillips - jphillips@sumtercountysheriff.org
Tel: office: (352)457-4237 cell: (352)569-1706 Fax: (352)569-1741
Value: \$ 35,479.00
Completed: March 2016

Project name: Pasco County Painting Services
Description: Prep and Paint Metal Roofs, Beams, Ceilings
Address: Multiple parks
Client: Pasco County BOCC Fl.
7750 Congress Street, New Port Richey, Fl. 34654
Contact: Mike Smith, msmith@pascocountyfl.net
Tel: office: (727)834-3278 cell: (727)457-6125 Fax: (727)834-3277
Value: \$ 25,236.00
Completed: October 2015

Project name: Repainting the Lime Silos @ Combee & Williams WTP
Description: Prep and Paint 2 Metal Silos, Canopies & 2 stucco bldgs
Address: 2450 Old Combee Road, Lakeland Fl 33805
1501 Kendrick Ln, Lakeland, FL 33805
Client: City of Lakeland
1140 East Parker Street, Lakeland Fl. 33801
Contact: Ricky Jaynes ricky.jaynes@lakaleandgov.net
Tel: office: (863)834-6720 Fax: (863)834-7347 Cell: (803)327-7359
Value: \$ 28,449.00
Completed: September 2015

Project name: Arbors Exterior Painting of 2 story buildings
Description: Prep and Paint of buildings, metal railings, doors and fences
Address: 4722 S. Trask Street, Tampa, Fl
Client: Tampa Housing Authority
5301 W. Cypress St, Tampa, FL 33607
Contact: Clayton Rose e-mail: clayton.rose@thafl.com
Tel: (813) 341- 9101
Value: 119,642.08
Completed: 2014

BID TABULATION

BID #2016B-004 PAINTONG OF METAL ROOFS, OVERHANGS, DOORS, WINDOWS, TRIM, FACADES, ROLLUP DOORS, ETC.

Vendor	Bid Amount	Comments
Asistencia Domiciliaria Integra Corp., Miami	\$77,700	
Best Build, LLC North Palm Beach	\$66,450	Non-responsive – bid was faxed. ITB Sec 2, “Faxed bids are not acceptable.”
Copper Stone C&D Corp. West Palm Beach	\$77,500	
Critical Path Construction Riviera Beach	\$90,651	
Cunano Builders Corp. Miami	\$78,000	
P2M General Construction Davie	\$84,930	
Painting Concepts Boynton Beach	\$150,620	Non-responsive – bid forms B, D, and E were not completed. ITB Sec 2 “All bid forms must be completed in full.”
Shamrock Restoration Brooksville	\$66,977	

INVITATION TO BID #2016B-004

**ITB EXHIBIT "E"
CONFLICT OF INTEREST STATEMENT**

This Invitation to Bid is subject to the conflict of interest provisions of the policies and Code of Ordinances of the VILLAGE OF PALM SPRINGS, the Palm Beach County Code of Ethics, and the Florida Statutes. The Bidder shall disclose to the VILLAGE OF PALM SPRINGS any possible conflicts of interests. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the VILLAGE OF PALM SPRINGS.

CHECK ALL THAT APPLY:

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid due to any other clients, contracts, or property interests.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid as set forth in the policies and Code of Ordinances of the Village of Palm Springs, as amended from time to time.

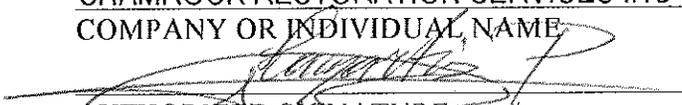
To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, IF ONE IS ENTERED INTO.

SHAMROCK RESTORATION SERVICES INC
COMPANY OR INDIVIDUAL NAME


AUTHORIZED SIGNATURE

PETE SAMARTZIS
NAME (PRINT OR TYPE)

ESTIMATOR
TITLE, IF A COMPANY

Brent Morgan

From: Tina L. Stinson
Sent: Friday, September 02, 2016 2:21 PM
To: Brent Morgan; Susan M. Caljean
Subject: FW: Conflict of interest form
Attachments: Shamrock Conflict Statement (1).pdf; pete.vcf

From: Pete Samartzis [mailto:pete@shamrockfl.com]
Sent: Friday, September 02, 2016 2:06 PM
To: Tina L. Stinson
Subject: Conflict of interest form

Good afternoon,

This is in regards to missing conflict of interest statement, confirming that Shamrock Restoration Services inc. has no conflicts with the Village of Palm Springs

Please see attached document.

Thank you,

Pete Samartzis



SHAMROCK RESTORATION SERVICES INC.

27091 Osage Street, Brooksville, FL 34601

Cell: (727)846-9510

pete@shamrockfl.com



This email has been checked for viruses by Avast antivirus software.

www.avast.com

INVITATION TO BID # 2016B-004

ITB Exhibit "F"

VILLAGE OF PALM SPRINGS AGREEMENT FOR PAINTING OF METAL ROOFS, OVERHANGS, DOORS, WINDOWS, TRIM, FACADES, ROLLUP DOORS, ETC IN THE VILLAGE CENTER COMPLEX

THIS AGREEMENT ("Agreement") is made as of the _____ day of, 2016, by and between the **Village of Palm Springs**, a Florida Municipal Corporation ("Village"), and _____, a Florida corporation ("Contractor").

In consideration of the mutual promises contained in this Agreement and ITB No. 2016B-004 (all documents hereafter jointly referred to as the "Contract Documents"), the Village and Contractor agree as follows:

SECTION 1 –SCOPE OF SERVICES

The Contractor shall be engaged by the Village to provide, painting services (the "Services"). Contractor shall be responsible for all work performed by its employees. Contractor agrees not to subcontract any of the Services required under this Agreement. All of the Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the Services shall be fully qualified and, if required, authorized, licensed or permitted under the state and local laws and regulations to perform such Services. The Contractor hereby certifies that it and its employees shall perform Services to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the Services are provided. The Contractor hereby certifies that it and its employees shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services. The Contractor represents that it has all necessary personnel required to perform the Services under the Contract Documents. If an error or omission by the Contractor or its employees is discovered, then, in the Village's sole discretion, the Contractor shall correct such error or omission or re-perform the Services provided in error at no additional cost to the Village. The Contractor and its personnel, while on Village premises, will comply with all applicable Village requirements governing conduct, safety and security.

SECTION 2 – COMPENSATION

The Village shall pay the Contractor the amounts set forth in **Exhibit "C"** to the ITB for the provision of the Contractor's services. All payments made by the Village pursuant to the Contract Documents shall be in accordance with Florida's Prompt Payment Act (for non-construction). All invoices shall be submitted in sufficient detail to demonstrate compliance with the terms of the Contract Documents. Contractor shall invoice the Village regularly (no more than once per month) for Services that have been rendered in conformity with the Contract Documents. The Village's representative shall review each invoice and then forward each invoice to the Finance Department for payment. Contractor shall, without additional compensation, correct and revise any

errors, omission, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of the Contractor.

In order for both parties herein to close their books and records, Contractor will clearly state “final invoice” on the Contractor’s final/last billing to the Village. This certifies that all Services have been properly performed and all charges have been invoiced to the Village. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor.

If the Village disputes any invoice or part of an invoice, Village shall notify Contractor of such dispute within fifteen (15) days of receipt of the invoice. Village reserves the right to withhold payment to Contractor of any disputed portion of the Contractor’s invoice in accordance with the terms and conditions of the Contract Documents. Village shall pay all undisputed portions of such invoices as set forth in this section.

The Village shall not be liable to the Contractor for any direct, indirect, special, incidental or consequential costs, expenses or damages of any kind regardless of the cause.

SECTION 3 –INDEMNIFICATION, WAIVER AND LIMITATION OF LIABILITY

Contractor shall indemnify and hold harmless the Village and its officers, agents, and employees, from and against all claims, liabilities, damages, losses, costs and expenses, including, but not limited to, reasonable costs, collection expenses, attorneys’ fees and court costs (at all levels of trial and appeal), fees and charges of any professionals, and all arbitration or other dispute resolution costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the Contractor, its officers, agents or employees in performance or non-performance of its obligations under the Contract Documents. The Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the Village when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by Village in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Contract Documents. Compliance with any insurance requirements required elsewhere in the Contract Documents shall not relieve the Contractor of its liability and obligation to defend, hold harmless and indemnify the Village as set forth herein. Nothing in the Contract Documents shall create a contractual relationship with or cause of action in favor of a third party against either the Village or the Contractor nor shall anything in the Contract Documents be construed or interpreted as consent by the Village to be sued, nor as a waiver of sovereign immunity beyond the waiver or limits provided in §768.28, Florida Statutes.

SECTION 4 – REMEDIES; VENUE; APPLICABLE LAW

The Contract Documents shall be governed by the laws of the State of Florida. Any and all legal action, including mediation, necessary to enforce the Contract Documents will be held in Palm Beach County, Florida. Disputes related to or arising out of the Contract Documents shall not be subject to binding or non-binding arbitration.

SECTION 5 - ENFORCEMENT COSTS AND WAIVER OF JURY TRIAL

If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney's fees. **Each party also agrees to waive any and all rights to a trial by jury for any and all disputes or claims which may be related to or arise out of the Contract Documents.**

SECTION 6 - AUTHORITY TO PRACTICE

Contractor hereby represents and warrants that it (and its employees and subcontractors, if any) has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner and in conformance with all applicable laws. Proof of such licenses and approvals shall be submitted to the Village upon request.

SECTION 7 – ACCESS AND AUDITS

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after completion of the Contract Documents. The Village shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours and upon reasonable prior notice, at the Contractor's place of business. In no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 8 – SEVERABILITY; SURVIVABILITY

If any term or provision of the Contract Documents, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the Contract Documents, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the Contract Documents shall be deemed valid and enforceable to the extent permitted by law. Any provision of the Contract Documents which is of a continuing nature or imposes an obligation which extends beyond the term of the Contract Documents shall survive its expiration or earlier termination.

SECTION 9 - PUBLIC ENTITY CRIMES

As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Contractor certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

SECTION 10 - ENTIRETY OF CONTRACTUAL AGREEMENT

The Village and Contractor agree that this Agreement and the other Contract Documents set forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Contract Documents may be added to, modified, superseded or otherwise altered by Contractor, except by

written instrument executed by the both parties hereto. The Contract Documents shall become effective upon signature by the Mayor.

SECTION 11 – WAIVER

Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party’s right to enforce or exercise said right(s) at any time thereafter.

SECTION 12 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

The contract between the parties consists of this Agreement and the remaining Contract Documents. To the extent that there exists a conflict between this Agreement and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 13 – TAXES

The Village is exempt from payment of Florida State Sales and Use Tax. Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fill any contractual obligations with the Village, nor is Contractor authorized to use the Village’s Tax Exemption Number in securing such materials. Contractor shall be responsible for payment of its own and its share of its employees’ payroll, payroll taxes, and benefits with respect to the Contract Documents.

SECTION 14 –PALM BEACH COUNTY IG

In accordance with Palm Beach County ordinance number 2011-009, this Agreement and the other Contract Documents may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

SECTION 15 - EFFECT OF TERMINATION AND PREPARATION

The Contract Documents may be terminated by either party upon thirty (30) days’ prior written notice to the other party in the event of substantial failure by that party to perform in accordance with the terms of the Contract Documents through no fault of the terminating party. It may also be terminated, in whole or in part, by the Village, with or without cause, upon thirty (30) days’ written notice to the Contractor. Termination of the Contract Documents shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Termination in accordance with this provision shall be without penalty or expense to the Village, except that the Village shall be responsible for any amount owed to Contractor for services provided in accordance with the Contract Documents and provided prior to and through the date of termination. The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SECTION 16 – INSURANCE

The Contractor shall, at its own expense, procure and maintain throughout the term of the Contract Documents, with insurers licensed in the State of Florida, the types and amounts of insurance conforming to the minimum requirements set forth herein. The Contractor shall not commence work until the required insurance is in force and evidence of insurance has been provided to the Village. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by the Contract Documents, the Contractor shall provide the Village with renewal or replacement evidence of insurance at least

thirty (30) days prior to the expiration or termination of such insurance or as otherwise agreed to in writing by the Village.

Workers' Compensation/Employer's Liability Insurance: Such insurance shall be provided in accordance with Florida Statutes.

General Liability Insurance: Such insurance shall include the Village as an "Additional Insured" and provide the following minimum limits of insurance:

\$2,000,000 General Aggregate
\$1,000,000 Each Occurrence

Automobile Liability Insurance: Such insurance shall be as provided in Exhibit "B" attached hereto and made part of the Contract Documents; and, shall remain in effect for the term of the Contract Documents.

The insurance provided by the Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Village shall be excess of, and shall not contribute with, the insurance provided by the Contractor. Compliance with these insurance requirements shall not limit the liability of the Contractor. Any remedy provided to the Village by the insurance provided by the Village shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to the Village under the Contract Documents or otherwise. The Contractor's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the Village may immediately terminate or suspend the Contract Documents and/or may use the services of another Contractor without incurring any liability to the Contractor.

Contractor hereby waives any and all rights to subrogation against the Village, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

SECTION 17 –PUBLIC RECORDS

Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (e) Keep and maintain public records required by the Village to perform the service.
- (f) Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (g) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Auditor does not transfer the records to the Village.

(h) Upon completion of this Contract, transfer, at no cost, to the Village all public records in possession of the Consultant or keep and maintain public records required by the Village to perform the service. If the Consultant transfers all public records to the Village upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, scaljean@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

SECTION 18 – INDEPENDENT CONTRACTOR

The Contractor (and its employees and subcontractors) is, and shall be, in the performance of all Services under the Contract Documents, an Independent Contractor, and not an employee, agent, or servant of the Village. All persons engaged in any of the Services performed pursuant to the Contract Document shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Services.

SECTION 19 - COUNTERPARTS

The Contract Documents may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive fully executed originals of the Contract Documents

SECTION 20 – SUCCESSORS AND ASSIGNS

The Village and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of the Contract Documents and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of the Contract Documents. Except as above, neither the Village nor the Contractor shall assign, sublet, convey or transfer its interest in the Contract Documents without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Village which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Village and the Contractor.

SECTION 21 – ENTIRETY OF CONTRACTUAL AGREEMENT

The Village and the Contractor agree that the Contract Documents set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Contract Documents may

be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22 – TIME

Time is of the essence with respect to all of Contractor’s obligations, duties and responsibilities under the Contract Documents.

SECTION 23 – MATERIALITY

All provisions of the Contract Documents shall be deemed material. In the event Contractor fails to comply with any of the provisions contained in the Contract Documents or amendments and addenda attached hereto, said failure shall be deemed a material breach of the Contract Documents and Village may at its option and without notice terminate the Contract Documents.

SECTION 24 – REPRESENTATIONS/BINDING AUTHORITY

Contractor’s representative below has full power, authority and legal right to execute and deliver this Agreement and perform all of its obligations under the Contract Documents. By signing this Agreement, Contractor’s representative hereby represents to the Village that he/she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of the Contract Documents on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year set forth above.

VILLAGE OF PALM SPRINGS

BY: _____
BEV SMITH, MAYOR

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
SUSAN CALJEAN
VILLAGE CLERK

BY: _____
GLEN J. TORCIVIA
VILLAGE ATTORNEY

Company Name: _____

By: _____

Print Name: _____

Print Position: _____

[CORPORATE SEAL]



Village of Palm Springs

Executive Brief

AGENDA DATE: September 8, 2016

DEPARTMENT: Public Services

ITEM #9: Approve Sodium Hypochlorite Purchase Agreement - Piggyback - Public Service Department

SUMMARY: The Public Service Department, throughout the year, has a need to select a vendor to purchase sodium hypochlorite, a disinfectant, which is a requirement of the Village's water treatment process; thus, enabling the Village to provide safe potable (drinking) water to our customers.

To ensure the lowest possible price, staff is recommending that the Village piggyback off the current City of Stuart's contract awarded to Allied Universal Corporation. This selection by the City of Stuart was completed through a competitive selection process - Chemicals: Water Treatment/Water Reclamation Facility (ITB 2015-293) - on September 14, 2015.

The proposed price provided is as follows:

Sodium Hypochlorite (Bulk)	\$0.568/Gal
----------------------------	-------------

Note: The proposed price provided by Allied Universal Corporation is \$0.202/gal less than our current price and is projected to provide \$30,000 in savings annually.

If approved, the Village would accept Allied Universal Corporation's pricing by piggybacking off the City of Stuart's contract including all terms, conditions and pricing therein. The initial term of the contract is set to expire on September 30, 2016. Additionally, the City of Stuart Agreement provides for two (2) additional one year extensions renewal options. In the event the City of Stuart extends their Agreement for one or both of the one year extension periods, the Village's Agreement shall automatically extend for the same term.

As cited under the Village Purchasing Code, Section 58-9. Accessing contracts of other government agencies; The Village may award a contract by piggy-backing or accessing the goods and/or services from any State of Florida contract; contracts of any Florida political subdivision; or from any other governmental entity (other than the Federal government); provided that the same or substantially similar goods and/or services were competitively solicited.

The Village has worked with the proposed vendor previously and has provided excellent service and a quality product.

FISCAL IMPACT:

Funding to support purchase under this proposed contract are available within the FY 2017 Water & Sewer Enterprise Fund - Chemicals.

ATTACHMENTS:

1. City of Stuart - ITB Project No. 2015-293/Award Agreement - Chemicals for Water Treatment
2. City of Stuart - Bid Tabulations
3. City of Stuart - Award Letter
4. Approval to Piggyback Letter - Allied Universal Corporation
5. Proposed Agreement - Allied Universal Corporation



City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994
Department of Financial Services

Lenora Darden
Procurement Manager

Procurement & Contracting Services Division
772.288.5320 PHONE

772.600.0134 FAX
purchasing@ci.stuart.fl.us

INVITATION TO BID

FOR: CHEMICALS: WATER TREATMENT/WATER RECLAMATION FACILITY

DATE: June 22, 2015

DEPT: Public Works

BID NUMBER: 2015-293

THIS IS NOT AN ORDER

Bids will be opened and publicly read aloud at City Hall, 121 S.W. Flagler Ave., Stuart, FL at **2:30 pm on Wednesday, the 29th day of July, 2015.** Bids must be SUBMITTED ON THE desired.

Please attach this completed form as the top sheet for all bids submitted. Bid bonds, if required, may be in the form of a Surety Bond, Cashier's Check or Certified Check (checks payable to The City of Stuart).

Bidder's Name	<u>Catherine Guillarmod</u>
Company Name	<u>Allied Universal Corporation</u>
Street Address	<u>3901 NW 115 Avenue</u>
City, State, Zip	<u>Miami, FL 33178</u>

Total Amount of Bid \$ 68,160 ⁰²

It is the intent and purpose of the City of Stuart that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Procurement Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Procurement Division not later than ten (10) days prior to the bid opening date.

Hand Deliver Mail/Express Bids to:
Stuart City Hall
Procurement & Contracting Services Office
121 S.W. Flagler Avenue
Stuart, Florida 34994

A1 INSTRUCTIONS TO BIDDER

- A1.1 Each bidder shall furnish the information required on the bid schedule and each accompanying sheet thereof on which he makes an entry. Offers submitted on any other format are subject to disqualification.
- A1.2 **All bids must be submitted in a sealed envelope plainly marked on the outside with the invitation to bid number, date and time of opening.**
- A1.3 **All Bids Must Be Submitted in Triplicate. This includes specifically the bid cover page, the bid signature section (A2), any section on which annotations are required or exceptions are taken, the bid schedule (F), and any supporting documentation or literature being submitted with your bid.**
- A1.4 It is the bidder's responsibility to assure that Bids are received in the City of Stuart Procurement & Contracting Services Office, 121 SW Flagler Avenue, Stuart, Florida 34994, not later than **2:30 p.m., on the day and date shown above.** Any received after this date and time will not be accepted or considered, and will be returned unopened to the bidder. No telegraphic or facsimile offers will be considered.
- A1.5 Bids will be publicly opened and read aloud in the 1st Floor Conference Room at City Hall on the above appointed date at 2:30 p.m. or as soon as possible thereafter.
- A1.6 Bids may not be withdrawn for a period of 30 days after the public opening date.
- A1.7 Bidder's attention is specifically called to the terms and conditions of this solicitation.
- A1.8 Please check your prices before submitting your bid, as no change in prices will be allowed after the opening. All prices and notations must be in ink or typewritten. Be sure your bid is signed.
- A1.9 All items quoted must be in compliance with the specifications. Alternate bids will not be considered unless they are specifically called for in this solicitation.
- A1.10 Any actual or prospective bidder who protests the reasonableness, necessity or competitiveness of the terms and/or conditions of the invitation to bid, selection or award recommendation shall file such protest in writing to the Stuart City Manager with a copy to the City Procurement & Contracting Services Manager.
- A1.11 Questions relative to interpretation of specifications or the solicitation process shall be addressed to the Purchasing Agent, in writing, in ample time before the period set for the receipt of bids. Any interpretations, clarifications or changes made will be in the form of written addenda issued by the Procurement Office. Oral answers will not be authoritative.
- A1.12 It will be the responsibility of the bidder to contact the Procurement Office prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with their bid. **The Procurement & Contracting Services Office is located at 121 SW Flagler Avenue, Stuart, Florida 34994, telephone # (772) 288-5320, Fax (772) 600-0134, and email purchasing@ci.stuart.fl.us.**

A2 BID SIGNATURE SECTION

- A2.1 This sheet must be signed by a person authorized to sign for your firm and returned with your bid. Failure to comply will result in disqualification of submittal.
- A2.2 Delivery shall be a factor in award. Failure to perform within delivery deadline(s) set forth in the specifications or any other contract document shall constitute default.
- A2.3 Section Not Used
- A2.4 The City reserves the right to reject any or all bids, without recourse, to waive technicalities or to accept the bid which in its sole judgment best serves the interest of the City. Cost of submittal of this bid is considered an operational cost of the bidder and shall not be passed on to or be borne by the City.
- A2.5 Goods, services, supplies or equipment covered in the specifications shall be delivered F.O.B. Destination.
- A2.6 The City may accept any item or group of items on any bid unless the offeror qualifies his bid by specific limitations.
- A2.7 Bidders are requested not to contact the City Commission, requesting/evaluating Departments or Divisions after bids are opened. Any questions from bidders or evaluating Departments or Divisions will be answered through the Procurement Division.
- A2.8 If not bidding any or all items, please so state.
- A2.9 Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.
- A2.10 Failure to comply with these instructions may result in disqualification of your bid.**

<u>Allied Universal Corporation</u>	<u>July 24, 2015</u>	<u>cathieg@allieduniversal.com</u>
Firm Name	Date	Email Address
	<u>305-888-2623</u>	
Authorized Signature (Manual)	Telephone Number	
<u>Catherine Guillarmod</u> <u>Executive Administrator</u>	<u>305-463-8369</u>	
Name/Title (Please Print)	Facsimile Number	

Any questions regarding this Invitation to Bid should be addressed to the Procurement & Contracting Services Office, City of Stuart, Florida. Contact Purchasing: Email: purchasing@ci.stuart.fl.us, and Fax # (772) 600-0134.

B. GENERAL PROVISIONS

- B1. **Payment/Invoicing:** No payment will be made for materials ordered without proper purchase order authorization. Payment cannot be made until materials, goods or services have been received and accepted by the City in the quality and quantity ordered. Payment will be accomplished by submission of invoice, in duplicate, with Purchase Order Number referenced thereon and mailed to: Financial Services Department, 121 S.W. Flagler Avenue, Stuart, FL 34994. Payment in advance of receipt of goods or services by the City of Stuart cannot be made.
- B2. **Purchasing Card Program:**
- A. Preferred method of payment is by means of the City of Stuart Purchasing Card (VISA). The selected Bidder(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI).
 - B. Bidders are requested to acknowledge acceptance of purchasing VISA card on the Bid Schedule. In the event of failure on the part of the Bidder to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI.
 - C. The City of Stuart offers bidders who commit to accepting the Purchasing Card as payment, a one percent (1%) reduction in their bid price for evaluation purposes only. When evaluating prices submitted by bidders in response to this solicitation, the total offered price of a bidder committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other bidders' offered price. If the committed bidder is awarded the contract, the award will be at the original bid price.
- B3. **Fund Availability:** Any contract resulting from this solicitation is deemed effective only to the extent of appropriations available.
- B4. **Permits/Licenses/Fees:** Any permits, licenses or fees required will be the responsibility of the successful bidder, no separate payment will be made. Adherence to all applicable code regulations (Federal, State, County, City), are the responsibility of the successful bidder. Confined space permit may be required from the City of Stuart. Please see Section B23. **Safety Standards.**
- B5. **Taxes:** The City of Stuart does not pay Federal excise or State sales taxes. Our tax exemption number is 85-8012740159C-6.
- B6. **Warranty:** The bidder shall state the warranty offered against defective workmanship and material, if required, as specified in Section C-Special Provisions.
- B7. **Independent Pricing:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other offeror or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.
 - B. Unless otherwise required by law, the prices, which have been quoted in this bid, have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any offeror or to any competitor.
 - C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or to not submit a bid for the purpose of restricting competition, or in any other way influencing the competitive arena.
- B8. **Inspection/Acceptance Title:** Inspection and acceptance will be at the City of Stuart's ordering department/division unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the vendor until accepted by the using department of the City, unless loss or damage results from negligence by the City or its using Department.
- B9. **Changes:** the City of Stuart reserves the right to order, in writing, changes in the work within the scope of the contract such as change in quantity or delivery schedule. The contractor has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the contractor.
- B10. **Liability:** The vendor shall act as an independent contractor and not as an employee of the City of Stuart. The successful bidder is required to indemnify, defend, and hold and save harmless the City, its officers, agents, and employees, from damages arising from the vendor's performance of, or failure to perform, any task or duty required to be performed by the vendor.
- B11. **Conflict of Interest:** All offerors must disclose with their offer the name of any officer, director, or agent who is also an officer or employee of the City of Stuart. Further, all bidders must disclose the name of any City officer or employee who owns, directly or indirectly an interest of ten percent (10%) or more of the bidder's firm or any of its branches.
- B12. **Termination for Convenience:** The City of Stuart reserves the right to terminate the Agreement in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination notice from the City, the vendor shall only provide those services specifically approved or directed by the City. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the City of Stuart shall continue to be responsible to the vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the vendor.

Upon termination, vendor shall bill the City of Stuart for all amounts not previously billed and due the vendor at that time. The vendor shall not be entitled to a professional fee nor to expenses for any work commenced or expenses incurred after the vendor received the notice of termination, unless specifically approved or requested by the City. The vendor shall however, be entitled to payment for services commenced and approved by the City prior to the receipt of notice, or with the express written consent of the City, prior to the effective date of termination.

- B13. **Termination for Default:** The performance of the Agreement may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Agreement.
- B14. **Venue:** Any contractual arrangement between the City of Stuart and the vendor shall be consistent with, and be governed by, the ordinances of Martin County, the City of Stuart, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Martin County, Florida.
- B15. **Contract Modifications:** In addition to changes made under the changes clause, any contract resulting from this solicitation may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the City of Stuart.
- B16. **The Contract:** Notice of award by the City of Stuart will constitute acceptance of the Bid. This bid package, including all terms, conditions and specifications, signed by the successful bidder along with the documentation included in the bidders submittal as required by this Invitation to Bid and other additional materials submitted by the bidder and accepted by the City shall constitute the contract. After notice of award, a valid certificate of insurance shall be issued to the City within 10 days. A purchase order will serve at the contract with an effective date of October 1, 2015.
- B17. **Force Majeure:** Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without the fault or negligence of the party. The delivery schedule, if applicable, shall be extended by a period of time equal to the time lost due to such delay.
- B18. **Proposal as Public Domain:** All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. The bid will become part of the public domain upon opening. **Vendors shall not submit pages marked "proprietary" or otherwise restricted"**

- B19. **Equal Opportunity:** The City of Stuart recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. The City requests minority and women owned business enterprises submit evidence of certification with submittals.
- B20. **Assignment & Subcontracting:** The successful bidder will not be permitted to assign its contract with the City, or to subcontract any of the work requirements to be performed without obtaining prior written approval of the City of Stuart.
- B21. **Insurance:** The contractor shall, during the entire period of performance of any contract resulting from this solicitation, procure and maintain at least the minimum types of insurance as stipulated in the insurance attachment to this solicitation. Proof of such insurance must be provided to the City prior to beginning any contract performance.
- B22. **Additional Terms and Conditions:** No additional terms and conditions included with the bid response shall be evaluated or considered; any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bid signature section attests to this.
- B23. **Safety Standards:** All contractors and sub-contractors shall adhere to all Federal, State, County and City safety regulations and requirements. The City of Stuart safety manual is available for use by any vendor contracted to provide services, supplies and/or equipment to the City of Stuart.
- B24. **Public Entity Crimes:** Pursuant to the requirements of Section 287, Florida Statutes, all vendors are subject to those provisions pertaining to Public Entity Crimes and the Convicted Vendor List.
- B25. **Public Records:** In compliance with F.S. 119.0701 the Professional shall:
- A. Keep and maintain public records that would ordinarily and necessarily be required by the public agency in order to perform the service. This includes, without limitation, any and all financial, accounting, operational or service records or reports kept, generated or issued as a normal part of the services provided.
 - B. Provide the public with access to these public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 - C. Ensure that public records that are considered exempt or confidential, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.

- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Professional upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- E. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."
- F. If the Contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the Contract.

C. SPECIAL PROVISIONS

- C1. **Intent:** The City of Stuart is seeking qualified and experienced vendors to furnish and deliver the specified chemicals on an "as needed" basis, in full accordance with the specifications, terms, and conditions contained in this Invitation to Bid (ITB).
- C2. **Minimum Requirements:** The bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm's qualifications. Failure to fully submit the requested information may result in the bid being considered non-responsive.
 - A. Bidders are to provide a minimum of three (3) satisfactory references within the past five (5) years of similar accounts and size on the City provided form. Bidder is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being obtained or considered.
 - B. Bidder must be an authorized agent, dealer, seller, or distributor for the sale and distribution of product.
 - C. Completion and submission of Questionnaire attached herein.
- C3. **References:** As part of the evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Bidder's submission of bid constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Bidder's qualifications.
- C4. **Qualification of Bidders:** This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the work specified. Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service. Bids will be considered only from firms which are regularly engaged in the business as described in this bid package; with a record of performance of not less than five (5) years, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded an Agreement under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practice in the industry and as solely determined by the City.

- C5. **Quality:** The City will make the sole determination as to the suitability of goods when quality is a question or concern.
- C6. **Minimum Payment Terms:** Minimum payment terms shall be Net 30 days.
- C7. **F.O.B. Point:** F.O.B. point is **destination** for all deliveries. (See Section E5).
- C8. **Firm Prices:** The prices offered shall remain firm for the period of any agreement reached as a result of this invitation to bid.
- C9. **Other Entity Use:** The successful bidder(s) may be requested to convey their bid prices, contract terms and conditions, to municipalities or other governmental agencies within the State of Florida.
- C10. **Silence of Specifications:** The apparent silence of these specifications and any addenda hereto, as to any details; or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that the service provided shall be complete and without additional requirement to the utilizing public entity. All interpretations of these specifications shall be made upon the basis of this statement.
- C11. **Attachments:** There are five (5) attachments to this Invitation to Bid. The successful bidder must comply with attachments as follows:

- Attachment A Insurance Requirements ~Proof of ability to obtain insurance to be submitted with bid document.
- Attachment B Qualifications/Experience of Bidder
- Attachment C References
- Attachment D Bidder's Checklist
- Attachment E Statement of No Bid

D. AWARD OR REJECTION OF BIDS

- D1. **Award of Contract:** The City of Stuart intends to award to the most responsive responsible bidder with the lowest bid. The purchase order will serve as the notice to proceed.
- D2. **Method of Award:**
 - A. The City intends to award this bid on an item by item basis to a Primary bidder. Award of the primary will be determined in order of responsiveness, delivery, acceptance of purchasing card program, materials and service proposed, along with bidder's qualifications, adequate organization, and personnel to ensure prompt and efficient performance of work to the City. After the bid has been awarded, the Primary bidder will be used in every instance of ordering products as long as their firm is capable of delivering the product/material in question within the time specified in this bid. If the Primary bidder is not able to deliver the product in

question within the specified time, the City reserves the right to contact the secondary bidder with the subsequent lowest responsive responsible bid accordingly.

- B. Bidders are required to bid all items in Section E9, Technical Specifications and Bid Form to be considered. Bidder should not reference the words “No charge, N/A, included, etc.” on any of the line items. Vendor must identify a monetary amount for each line item. If vendor is not providing a bid price for an item, zero (0) must be designated on that line item. Failure to identify a monetary amount for each item may cause bidder’s bid response to be considered non-responsive and rejected.
- D3. **Modifications:** This bid shall be awarded only to a responsive and responsible bidder. Bidder hereby certifies that the terms and conditions, including but not limited to, the scope of work have not been altered or modified in any manner. Any modification to this solicitation by the bidder will result in Bidder’s response being found non-responsive and thereby disqualified.
- D4. **Best Prices:** Award will be made without further negotiation based upon competitive bids; therefore your best price should be submitted in response to this invitation to bid.
- D5. **Rejection of Bids:** The City of Stuart reserves the right to reject any or all bids with or without cause when such rejection is in the best interests of the City, at the City’s sole determination. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or whom investigation shows is not in a position to perform the contract.
- D6. **Determining Responsibility:** In determining responsibility, the following qualifications will be considered by the Procurement & Contracting Services Manager:
- A. The bidder's ability, capacity and skill to perform the contract or provide the service within the time specified.
 - B. The reputation, judgment and experience of the bidder.
 - C. The quality of performance of previous contracts or services including previous performance with the City.
 - D. Previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
 - E. Financial resources of the bidder to perform the contract or provide the service.
 - F. Ability to provide future maintenance and service for the use of the subject of the contract.
 - G. Whether the bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.

D7. **Contract Terms:** At all times during the term of the contract, the successful Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.

A. **Contract Period:** This contract shall be awarded for an initial term of one (1) year subsequent to approval by the City Commission effective October 1, 2015. The contract may be renewed for two (2) additional one year periods provided both the successful bidder and the City agree and all terms and conditions remain the same. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the City and the successful bidder. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties.

B. **Option to Extend:** The performance period of any contract resulting from this solicitation may be extended upon mutual agreement between the contractor and the City of Stuart with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for two (2) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed three (3) years. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the City. Any price increases must be justified, documented and approved by the City of Stuart. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

C. **Contract Amendment:** The City may require additional items of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services, and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this bid at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

D. **Non Exclusive Contract:** Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

D8. **Method of Ordering:** A blanket purchase order shall be issued for the term of the award. The department(s) will order requirement(s) on an "as needed" basis. All terms, conditions and prices of the bid are applicable. Only awarded bid items may be purchased. Vendor is to take all necessary steps to insure this requirement. Invoices must reference Purchase Order.

D9. **Quantities:** The quantities specified are based on annual estimates. The City of Stuart

makes no guarantee regarding the quantity to be purchased and reserves the right to increase or decrease the total quantities, as necessary, to meet actual requirements.

- D10. **Performance:** The City heavily monitors the quality and performance of work performed and/or supplies furnished by the awarded vendor for future consideration and/or reference purposes. The City may return, for full credit, any item(s) received which fail to meet the City's performance standards.

E. SCOPE OF SERVICE

E1. General Information:

- A. The purpose of this bid is to purchase the specified chemicals on an "as needed" basis delivered to designated City of Stuart locations. Chemicals will be ordered on an "as needed" basis for the term of the agreement.
- B. Contract shall allow for all labor, materials, supplies, transportation, services and related services to supply chemicals to the City's Water and Water Reclamation Facilities on an "as needed" basis.

- E2. **Material Safety Data Sheet and Certificate of Analysis:** : In compliance with Florida's Occupational Safety and Health Statute (Chapter 442) any commodity delivery as a result of this bid must be accompanied by a current MSDS and Certificate of Analysis (COA) with bid package submittal and with each receipt of order.

Note: It is incumbent upon all bidders to include information sufficient in detail to allow for an informed decision process.

- E3. **Codes & Regulations:** Goods must be in accordance with the following:

- National Science Foundation (NSF)
- American Water Works Association(AWWA)
- Conformance with any other applicable local codes and standards

E4. Contractor Responsibility:

- A. The bidder shall be responsible for the protection of property in the areas appointed for delivery against spills. Contractor is responsible for clean-up of any spills.
- B. It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or Act of God that the municipal government, through the City of Stuart, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety.

E5. **Delivery Requirements:**

- A. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims). The successful bidder shall be fully responsible for any and all travel expenses and/or delivery/transport charges to and from destination. Exact delivery points will be indicated on the purchase order. All bid prices shall be delivered price. The City will not be responsible for separate delivery fees.
- B. Delivery is requested within 72 hours after receipt of purchase order. Delivery coordination shall be made in advance with the City's Project Manager. No deliveries will be accepted before 7:00am or after 3:00pm. Back-orders shall be made known to the City at time of order placement. Failure to supply deliveries within requested time period may result in contract cancellation. Delivery locations are as specified below.
- C. The product shall be delivered on site to two (2) locations:
- Water Treatment Plant: 1002 Palm Beach Road, Stuart, Florida 34994
 - Water Reclamation Facility: 301 SE Stypmann Boulevard, Stuart, Florida 34994

E6. **Quality Assurance & Returned Goods:** All material shall conform to Florida Department of Transportation Standard Specifications latest edition. The successful bidder upon receipt of a purchase order shall assure the product conveyed is of the correct quantity and meets all specifications of the bid, purchase order and order release. Material, which does not meet bid and purchase order specifications and requirements, including quality standards, shall be subject to return to the vendor, at the expense of the vendor.

E7. **Alternate/Exceptions:** The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items requested. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible therefore; exceptions must be explained in detail on an attached sheet(s) and itemized by number. Any item(s) that does not meet City specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time, the Bidder will be required to compensate the City for the difference in price entailed in going to the next qualified bidder. Bidders offering equivalent items must meet the general design and style given for the "as specified" item.

E8. **Technical Specifications:** The intent of this solicitation is to receive bids for the product specified. The materials specified cannot be substituted with any other materials. City of Stuart personnel shall make all determinations of equipment equivalence and compliance with specifications. Those determinations shall be final. These specifications are based on a particular level of performance required to be responsive to this ITB. Determination of whether an alternate product be offered, a detailed description of specifications **must** be submitted and included with your bid. Failure to comply will result in disqualification of

the bid submittal as non-responsive. Vendors will describe how they comply when asked to specify their compliance.

Technical Specifications					
Item No.	Chemical Description	Physical Data	Individual Shipment Quantities	Compliance	Used at WTP WWTP
1	Liquid Sodium Hypochlorite	<p>Density 1.10 – 1.30, SpG (10%) 1.163, (12%) 1.202</p> <p>Color: liquid=green-yellow</p> <p>Minimum strength of 120 grams per liter (12 trade percent by volume)</p> <p>Contaminant concentration limits:</p> <p>Iron < 0.3 mg/L Copper < 0.3 mg/L</p> <p>Nickel: < 0.3 mg/L Chlorate: < 2,500 mg/L</p> <p>Bromate < 20 mg/L Perchlorate ≤ 20 mg/L</p> <p>Suspended Solids Test Time < 3 minutes</p> <p>The suspended solids in the sodium hypochlorite delivered under this contract shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1,000 ml when applying the “Suspended Solids Quality Test for Bleach Using the Vacuum Filtration” Method co-developed by Dr. Bernard Bubnis of NovaChem.</p>	5,000 gallon combined deliveries, Tanker Truck	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	WTP WWTP
2	Anhydrous Ammonia	<p>SpG 0.62 @ 60 F, pH+ 11.6 (1 N sol. In water) % volatile by volume: 100</p> <p>Solubility in water: 33% @ 68F</p> <p>Vapor density: 0.6 @ 32 F</p> <p>Metallurgical Grade Anhydrous Ammonia</p>	<p>City owns a 1,000 gal tank,</p> <p>The average delivery size is 600 gals/3,000 lbs</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>NO BID</p>	WTP
3	Hydrofluosilicic Acid	<p>23 – 25% AWWA Standard B703-06</p> <p>No more than 0.020% heavy Metals (Mercury, Lead, Bismuth, and Copper expressed as Lead)</p>	300 gallon deliveries, Tanker Truck	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>NO BID</p>	WTP
4	Quicklime (Pebble Lime) *Florida Lime is Not Acceptable	<p>Not less than 92% available CaO</p> <p>SpG = 3.3, pH 11.7 – 12.5</p> <p>Slaking rate: 100g in 400g of water shall increase temperature from 25C to 72C in three minutes</p> <p>Size: 1/8” x 3/8” (maximum of 10% passing a 1/8” screen & nothing retained on 1/2” screen)</p>	25 ton deliveries, Tanker Truck with pneumatic unloading capability	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>NO BID</p>	WTP

5	Hydrochloric Acid 31.45% (muriatic acid)	20 Baume, 31.45% active ingredients 68.55% inert	55 gallon drums, Flat-bed Truck (20 drums)	Yes <input type="checkbox"/> No <input type="checkbox"/> NO BID	WTP
6	Sodium Hexametphosphate	Contain not less than 60% phosphorus pentoxide, 26.2 phosphorus, or 80.4% phosphate on an as-is basis, pH of 1% solution 5.7 – 7.3 The typical order size will be one (1) pallet of 50 bags (50 lbs each).	50 pound multi- walled, moisture proof bags, Enclosed Truck with lift-gate	Yes <input type="checkbox"/> No <input type="checkbox"/> NO BID	WTP
7	Anionic Dry Polymer with a 30 positive charge	FBS 730	50 pound multi- walled, moisture proof bags, Enclosed Truck with lift-gate 500 lbs per order	Yes <input type="checkbox"/> No <input type="checkbox"/> NO BID	WTP
8	Cationic Liquid Polymer	FBS 7602 The cationic liquid polymer at the Water Reclamation Facility is used for sludge dewatering with a belt press, price per gallon sold in 55 gallon containers @ 42% active content	55 gallon drums, Flat-bed Truck with lift-gate	Yes <input type="checkbox"/> No <input type="checkbox"/> NO BID	WWTP
9	Liquid Ferric Sulfate	The liquid Ferric Sulfate shall conform to all applicable AWWA/ANSI standards, latest revisions, including ANSI/AWWA Standard B406 or the latest revision; “Standard for Ferric Sulfate”. The liquid ferric sulfate shall be supplied as aqueous solution containing nor less than 12.5% ferric iron and contain no more than 0.1% ferrous iron, all soluble, which is approved for potable water treatment.	275 gallon semi- bulk tote bins Flat-bed Truck with lift-gate	Yes <input type="checkbox"/> No <input type="checkbox"/> NO BID	WTP
10	Liquid Ferric Chloride	The liquid Ferric Chloride shall conform to all applicable AWWA/ANSI standards, latest revisions including ANSI/AWWA Standard 60 certified for use in potable water treatment.	275 gallon semi- bulk tote bins Flat-bed Truck with lift-gate	Yes <input type="checkbox"/> No <input type="checkbox"/> NO BID	WTP

F. **BID SCHEDULE:** In accordance with the terms, conditions and specifications, the undersigned bidder hereby submits the following prices for supplying The City of Stuart with the goods and/or services called for in Bid #2015-293.

Item No.	Description	Estimated Quantity	Unit of Measure	Unit Price	Annual Price
1	12% Sodium Hypochlorite, liquid or <i>a minimum</i>	120,000	GAL	\$.568	\$ 68,160.00
2	Ammonia (NH3)	18,250 LB	GAL	\$ NO BID	\$
3	Fluoride	3,000	GAL	\$ NO BID	\$
4	Pebble Lime (CaO) (Quick Lime)	560	TON	\$ NO BID	\$
5	Hydrochloric Acid 31.45%	1,100	GAL	\$ NO BID	\$
6	Sodium Hexametaphosphate	19,000	LB	\$ NO BID	\$
7	Polymer, anionic-granular	2,600	LB	\$ NO BID	\$
8	Polymer, cationic liquid	1,430	GAL	\$ NO BID	\$
9	Liquid Ferric Sulfate	18,000	GAL	\$ NO BID	\$
10	Liquid Ferric Chloride	10,000	GAL	no \$ bid	\$
Item(s) #: _____ - Overall Total for all items that apply					\$
Is Bidder offering the above product as specified? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>					
If No, bidder is to indicate their equivalent below and attach product literature.					
Item #: _____ Product _____		Item #: _____ Product _____			
Item #: _____ Product _____		Item #: _____ Product _____			
F.O.B. Destination: # ²⁴ / _{work} - 48 Hours for Delivery after receipt of order (ARO)					

Company Name: Allied Universal Corporation Date: July 24, 2015

Preferred method of payment is by the City Purchasing Card (VISA). **DO YOU ACCEPT THE PURCHASING CARD (VISA)?** Yes No

If you are not the successful bidder awarded as primary provider, would you accept serving as the secondary (backup) provider, with the same terms as conditions as your bid? Yes No

All Prices will remain firm for a period of forty-five (45) days from the date of Bid opening.

The City of Stuart offers bidders who commit to accepting the Purchasing Card, noted above in the Bid Schedule as payment method, a one percent (1%) reduction in their bid price for evaluation purposes only. When evaluating prices submitted by bidders in response to this solicitation, the total offered price of a bidder committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other bidders' offered price. If the committed bidder is awarded the contract, the award will be at the originally bid price.

The undersigned bidder hereby certifies that the invitation to bid has not been altered in any manner; and that bidder has received all the Addenda listed below and has incorporated them into his Bid listed herein. Failure to acknowledge the above requirements will render the bid non-responsive and no further evaluation of the bid will occur.

ACKNOWLEDGEMENT IS HEREBY MADE OF RECEIPT OF ADDENDA ISSUED DURING THE SOLICITATION PERIOD:

ADDENDUM # _____ THROUGH ADDENDA # _____

Company Name: Allied Universal Corporation Date: July 24, 2015

Name of individual submitting Bid: Catherine Guillarmod

Email address: cathieg@allieduniversal.com Ph: 305-888-2623

AUTHORIZED SIGNATURE: 

ATTACHMENT A

INSURANCE REQUIREMENTS

The successful bidder shall not commence any work in connection with this agreement until it has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful bidder allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

Proof of the following insurance will be furnished by the successful bidder by Certificate of Insurance, which names the bidder, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A: VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

All contractors including any independent contractors and subcontractors utilized must comply with the following insurance requirements:

1. Commercial General Liability including Bodily Injury/Property Damage, Personal & Advertising Injury and Products/Completed Operations coverage for at least \$5,000,000 Limit per claim. Products Liability shall extend coverage for pollution conditions that arise from chemicals manufactured, sold or distributed. The City shall be included as Additional Insured and policy shall contain a waiver of subrogation rights endorsement and coverage should respond as primary. If the policy is written on a claims made basis, the retroactive date shall be prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in the retroactive date, the distributor shall purchase an extended reporting period rider during the life of the agreement of not less than 3 years.
2. Pollution Liability and Remediation Legal Liability coverage for at least \$5,000,000 Limit per claim. This shall provide coverage for loss, remediation expense and legal defense expense for sudden and gradual pollution conditions. The City shall be included as Additional Insured, policy shall contain a waiver of subrogation rights endorsement and coverage should respond as primary. If the policy is written on a claims made basis, the retroactive date shall be prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in the retroactive date, the distributor shall purchase an extended reporting period rider during the life of the agreement of not less than 3 years.

3. Commercial Auto Liability with limit of at least \$1,000,000 per occurrence which provides coverage for any auto (owned, hired and non-owned) and shall not contain any exclusion for pollution legal liability as respects the transportation, loading and unloading of chemicals. The City shall be included as Additional Insured and the policy should contain a waiver of subrogation rights endorsement.
4. Worker's Compensation Insurance: The Contractor/Lessee/Service Provider shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance with limits equal to Florida Statutory requirements. Employers liability must include limits of at least \$1,000,000 each accident, \$1,000,000 each disease/employee, \$1,000,000 each disease/maximum. A waiver of subrogation must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under Federal Workers Compensation Statute, proof of appropriate Federal Act Coverage must be provided.
5. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
6. Certificates of Insurance: The Contractor **upon notice of award** will furnish Certificate of Insurance Form within ten (10) days. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Manager. This certificate shall be dated and show:
 - (a) The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
 - (b) Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
 - (c) City shall be listed as Additional Insured on Commercial General Liability Insurance, Automobile Liability Insurance.

NOTE: The City can decrease or increase these limits, depending on the project, at its sole discretion. Any insurance provided which does not meet the above requirements will not be deemed acceptable under the terms of this contract unless accepted in writing by the City's Risk Manager.

ATTACHMENT B
QUALIFICATION OF BIDDERS INFORMATION/QUESTIONNAIRE

THIS IS A FILLABLE FORM

Part A - Qualifications Questionnaire

Information provided shall fully explain the firm's qualifications and experience of their Organization to provide chemicals for the City as stated below: **(Bidders may attach additional sheets, if necessary).**

Provide supporting documentation that Bidder is an authorized agent, dealer, seller, or distributor for the sale and distribution of product. Is supporting documentation included?

Yes No

Allied Universal Corporation is a manufacturer

Part B - Other Information

1. Contractor to provide details of uniform and identification worn by employees. All drivers are provided uniforms supplied by G + K Services. They also have I.D. badges issued to them, verifying they are Allied employees.
2. Provide office hours and contact information of staff responsible for coordination of services. Monday through Friday basis from (7:00 a.m. through 3:00 p.m.)
See attached company information
3. Please provide 24-hour Emergency Contact Information if different than above: See attached list
4. Number of year's organization has been in business. 61
5. Have you any similar work in progress at this time? Yes No
6. Submission of quality control program: Yes No
7. Submission of Safety program: Yes No

Company Name _____

ATTACHMENT C

REFERENCES

Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

#1 REFERENCE

Company/Entity Name:	Miami Dade Water & Sewer		
Address	700 West 2nd Ave		
City	Hialeah	, State	FL Zip Code 33011
Contact Name:	Ed Turner	Title:	Supervisor
Phone No:(305) 607-0911	Fax:(305) 805-1620
Email:	jturn@miamidade.gov		
Delivery Date:	Ongoing past 20 years	Location	Hialeah, FL
Type of Product Supplied	Sodium Hypochlorite		
Governmental or Private	Govt.	Dollar Value of Contract \$	Over One Million Dollars

#2 REFERENCES

Company/Entity Name:	Manatee County		
Address	17915 Waterline Rd.		
City	Bradenton	, State	FL Zip Code 34212
Contact Name:	Bruce MacLeod	Title:	Supervisor
Phone No:(941) 746-3020	Fax:(941) 708-8524
Email:	brucemacleod@co.manatee.fl.us		
Delivery Date:	Ongoing past 8 years	Location	Bradenton, FL
Type of Product Supplied	Sodium Hypochlorite		
Governmental or Private	Govt.	Dollar Value of Contract \$	Over One Million

#3 REFERENCES

Company/Entity Name:	City of New Port Richey		
Address	4730 N. Main St.		
City	New Port Richey	, State	FL Zip Code 34652
Contact Name:	Roger Goodwin	Title:	Supervisor
Phone No:(727) 841-4568	Fax:(727) 841-4568
Email:	goodwinr@cityofnewportrichey.org		
Delivery Date:	Ongoing past 4 years	Location	New Port Richey, FL
Type of Product Supplied	Sodium Hypochlorite		
Governmental or Private	Govt.	Dollar Value of Contract \$	Over 250,000.00

Company Name Allied Universal Corporation

ATTACHMENT D

BIDDERS CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline~ it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Is Bid envelope marked accordingly?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is Invitation to Bid cover page (page 1) completed, signed and attached?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is copy of bidder's valid Business Tax Receipt submitted?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is Bid Schedule Form completed, signed and attached?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is safety report and Quality program included?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is bid submitted in triplicate (one original, two copies) ?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Bidder must submit proof that their firm name is registered. with their State of origin	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is proof of insurance included?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is minimum Qualification of Bidders/Questionnaire information included?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is Reference Form completed and enclosed?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is MSDS or COA submitted?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Are addendum (if any issued) signed and submitted?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Submit a copy of all Licenses, Certificates, or Registrations, held by Bidder	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Is W-9 Form completed, signed and attached?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Company Name Allied Universal Corporation

ATTACHMENT E

STATEMENT OF "NO BID"

If you do not intend to bid on this requirement, please complete and return this form prior to date shown for receipt of bids to: The City of Stuart Procurement & Contracting Services Office, 121 S.W. Flagler Avenue, Stuart, Florida 34994.

We have declined to bid on this solicitation for the following reasons.

- Specifications too "restrictive", i.e., geared toward one brand or manufacturer (please explain below)
- Insufficient time to respond to Invitation to Bid.
- We do not offer this product or equivalent.
- Our project schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet bond requirements.
- Specifications unclear (please explain below).
- Other (please specify below).

REMARKS: _____

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE CITY OF STUART FOR FUTURE PROJECTS.

Typed Name and Title _____

Company Name _____

Address _____

Signature _____ Title _____

Telephone Number _____ Date _____



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

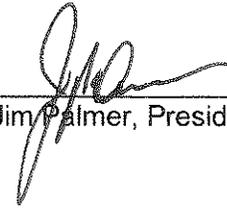
RESOLVED that Catherine Guillarmod, Executive Administrator for Allied Universal Corporation, be authorized to sign and submit the Contract of this corporation for the following project:

Supply of Liquid Sodium Hypochlorite to the City of Stuart

This bid or proposal shall include any other certificate of certification, which may be required by general municipal, state, or federal law(s). Such inclusion shall be the act and deed of this corporation, and for any inaccuracies or misstatements in such certificates or certifications this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Allied Universal Corporation at the meeting of its Board of Directors held on the 16th day of June 2015.

(Seal of Corporation)



Jim Palmer, President - CEO

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 115 Avenue
Miami, Florida 33166
305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-8178

1405 Possum Hollow Road
Ranger, GA 30734
888-231-2322

2100 Port Road
West Memphis, AR 72301
901-948-2127

FACILITIES OR MACHINES / ROOMS SEATS EMPLOYEES 6
TYPE OF BUSINESS 5000 MISC WHOLESALE (BLEACH MANUFACTURER & DISTRIBUTOR)

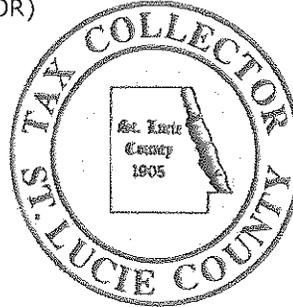
EXPIRES SEPTEMBER 30, 2015

BUSINESS/ Allied Universal Corp

DBA NAME

MAILING ADDRESS Allied Universal Corp
9501 Rangeline Rd
Fort Pierce, FL 34987

BUSINESS LOCATION 9501 Rangeline Rd
Port Saint Lucie, FL 34987
St Lucie County



RENEWAL ORIGINAL TAX \$27.55
PENALTY COLLECTION COST
TOTAL \$27.55

Paid 08/11/2014 27.55 0129-20140811-002184

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the Local Business Taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession, or occupation.

Pursuant to State Law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector shall be entitled to a collection cost fee of from \$1.00 to \$5.00, based on the amount of the Local Business Tax, which shall be collected from delinquent taxpayers after September 30th, of the business year.

This receipt is a Local Business Tax only. It does not permit the Local Business Taxpayer to violate any existing regulatory or zoning laws of the state, county or cities. It also does not exempt the Local Business Taxpayer from any other taxes, licenses or permits that may be required by law.

Local Business Taxes are subject to change according to law.

Allied Universal Corp
9501 Rangeline Rd
Fort Pierce, FL 34987

	SAFETY POLICY	SERIES:	PROCEDURE:
	ALLIED UNIVERSAL CORPORATION	700	700
SUBJECT: SAFETY PROGRAM POLICY			
ISSUED BY: REGULATORY AFFAIRS MANAGER APPROVED BY: OPERATIONS DEPARTMENT		LAST MODIFIED: January 2005	
SAFETY EQUIPMENT REQUIRED: None		FORMS REQUIRED: • Officer Risk Policy Commitment	

700.0 SAFETY PROGRAM POLICY

PURPOSE: Establishment of a workplace safety program involving management and employees.

SCOPE: A clear definition of management's commitment to providing the employees with a safe and healthful work environment and to comply with various occupational safety and health regulations.

700.1 Management Commitment

Allied Universal Corporation (AUC) is committed to providing its employees with a safe and healthful workplace, as so stated in Management's Risk Management Commitment Policy.

Management and employees will be actively involved in establishing and maintaining an effective workplace safety program, which will include at a minimum:

1. Identifying current safety regulations and issues.
2. Identify the skills, knowledge, personal protective equipment and training necessary to perform a job.
3. Providing safety and health education and job function specific training to new employees.
4. Providing safety and health education and training and retraining for employees and outside contractors.
5. Assuring that all personnel in safety critical jobs are fit for duty and not compromised by external influences.
6. Establishing and promoting Branch Safety Committees, including the promotion of employee participation in improving and maintaining safe working conditions.
7. Writing, reviewing, and updating workplace safety rules, policies and procedures.
8. Writing, reviewing, and updating workplace operating rules, policies and procedures.
9. Writing, reviewing, and updating workplace maintenance (inspection) rules, policies and procedures.
10. Investigate, record, maintain and control all workplace-related accidents, vehicle accidents and chemical incidents.
11. Conduct internal inspections to confirm that all safety and operating procedures are being implemented and followed.
12. Establishing and implementing disciplinary procedures for employees or outside contractors whom willfully or repeatedly violate workplace safety and operating procedures.
13. Establishing and maintaining a process safety management and risk management program as well as facility security programs.
14. Implementing the National Association of Chemical Distributors Codes of Responsible Distribution, and abiding by the Chlorine Institute Member Safety Commitment.
15. Maintain a state of readiness for all chemical emergencies.



SAFETY POLICY

ALLIED UNIVERSAL CORPORATION

CONTINUATION

SERIES:

700

PROCEDURE:

700

16. Proper disposal of all waste products in accordance to the Federal, State and local laws.
17. Proper operations per the parameters of various operating procedures and air, water, industrial waste and other environmental permits.
18. Proper testing of packages and packaging of hazardous material goods per the requirements of the Research and Special Programs Administration.
19. Timely review and response to all documented employee safety suggestions.
20. Assure that all safety critical equipment complies and is maintained according to good engineering practices.

700.2 Responsibilities

700.2.1 Employee Safety Responsibilities

Each employee is responsible for performing job tasks in a safe manner, following the specified job task procedure and wearing the required personal protective equipment. It is the policy of AUC that all employees report unsafe work conditions. AUC employees may refuse to perform work tasks if the work is considered unsafe or for which they have not received proper training. Employees must report all accidents, injuries, and unsafe work conditions to their Supervisors, Assistant Branch and/or Branch Manager immediately. No such report to Management will result in retaliation, penalty, or other disincentive.

Employee or Safety Committee recommendations to improve safety and health conditions in the workplace will be given thorough consideration by our Management team. Management will give top priority to Safety Committee recommendations and provide financial reserves to correct unsafe conditions in the facilities.

Manuals, containing workplace safety and operating policies/procedures as well as hazardous communication, will be provided to all employees at a location in the facility accessible by all employees. Management encourages each employee to read and review these manuals to gain a better understanding of the chemicals the employees handle.

700.2.2 Management Safety Responsibilities

The primary responsibility for the coordination, implementation and maintenance of the AUC's Safety Program has been assigned to the Operations Departments.

The Regulatory Affairs Manager is charged with direct over site of these programs, except for those related to waste disposal, environmental permitting and reporting. Additional responsibilities and issues include regulatory monitoring and Management of the Process Safety Management, Risk Management, Emergency Preparedness and Respiratory Protection Program. The Manager is tasked with the investigation of all occupational injuries and illnesses, and is responsible for the general oversight of the employee training program (however, the actual implementation and administering of the occupational and vehicle accident investigation and training program is handled by the Risk Management Specialist).



SAFETY POLICY

ALLIED UNIVERSAL CORPORATION

CONTINUATION

SERIES:

700

PROCEDURE:

700

The Branch Manager, under the supervision of the Regional Operations Managers, and his or her designees are responsible for safety at the Branch level. Responsibilities include, but are not limited to:

- Employee orientation and training;
- Communication and enforcement of safety and operational policies and procedures;
- Branch maintenance, including the maintenance of various operational equipment and proper housekeeping;
- Emergency preparedness, including the readiness of emergency equipment and training for emergency and first aid responders;
- Conducting an accident investigation for all occupational, vehicle and chemical accidents; and,
- Site security.

 OPERATING PROCEDURE ALLIED UNIVERSAL CORPORATION	SERIES:	PROCEDURE:
	500	517
SUBJECT: SODIUM HYPOCHLORITE (BLEACH) QUALITY CONTROL TEST		
ISSUED BY: REGULATORY AFFAIRS MANAGER APPROVED BY: CEO	LAST MODIFIED W/Changes: March 2012	
SAFETY EQUIPMENT REQUIRED: <ul style="list-style-type: none"> • Safety Glasses • PVC Gloves • Steel Toed Boots • Escape Respirator 	FORMS REQUIRED: <ul style="list-style-type: none"> • Bleach Quality Control Record • Certificate of Analysis 	
PHYSICAL AND HEALTH HAZARDS: Sodium Hypochlorite is hazardous to humans, animals and aquatic organisms. Corrosive. Do not get in eyes, skin or on clothing. Avoid chemical fumes. Respiratory irritant. Warning: overchlorination of sodium hypochlorite or sodium hypochlorite exposure to acids or ammonias causes a release of chlorine gas. Exposure to chlorine gas is hazardous to your health.	EXPOSURE: In case of exposure to the skin or eyes, rinse with running water for 20 minutes. Remove any contaminated clothing. Seek medical attention. If inhaled, remove to fresh air, keep warm and quiet. Drink milk to sooth burning. Seek medical attention.	
DANGER! FAILURE TO COMPLY WITH THIS PROCEDURE MAY CAUSE SERIOUS HARM TO HUMAN HEALTH AND THE ENVIRONMENT.		

17.0 SODIUM HYPOCHLORITE (BLEACH) QUALITY CONTROL TESTING

PURPOSE: To have an effective means of performing the necessary steps to titrate (test) the finished bleach product.

SCOPE: This procedure deals with the specific techniques needed to properly titrate (test) the bleach that has been manufactured to ensure the finished product meets Allied Universal specifications.

17.1 Testing Equipment & Specification

17.1.1 Testing Equipment

The following equipment and chemicals (NOTE THE TEST CHEMICALS' SHELF LIFE) are required to properly conduct Sodium Hypochlorite Quality Control Testing:

Laboratory Equipment	Laboratory Chemicals Chemical Shelf-Life
<ul style="list-style-type: none"> • 250 ml Graduated Cylinder • 50 ml Pipette Dispenser (Self-leveling Burettes) • 25 ml Pipette Dispenser (Self-leveling Burettes) • 1000 ml Water Wash Bottles • 2 - 250 ml Flask or Beaker • Heavy Liquid Hydrometer (range of 1.12 to 1.25) • Calculator • 1 ml Glass Pipette • ½ Teaspoon Measuring Spoon 	<ul style="list-style-type: none"> • Potassium Iodide Crystals (Shelf Life: <u>one year</u>, unless contaminated by moisture which causes clumping - throw contaminated crystals out) • Sodium Thiosulfate 0.1N (Shelf Life: <u>three months</u>, shorter if exposed to heat) • Hydrochloric Acid 0.1N (Shelf Life: <u>one year</u>) • Phenol Indicator (Shelf Life: <u>days</u> in normal temperature, <u>three months</u> if refrigerated) • Acetic Acid (Shelf Life: <u>one year</u>) • 3% Hydrogen Peroxide (Shelf Life: <u>one year</u>) • Distilled Water

 <p style="text-align: center;">OPERATING PROCEDURE</p> <p>ALLIED UNIVERSAL CORPORATION</p> <p style="text-align: right;">CONTINUATION</p>	SERIES:	PROCEDURE:
	500	517

It is very important that all Laboratory Equipment be cleaned before each use and maintained in proper operating order at all times. If a problem arises with the Laboratory equipment, notify your Supervisor immediately.

17.1.2 Specficiation

Allied Universal Corporation Sodium Hypochlorite Production Specifications			
Sodium Hypochlorite Strength	Available Chlorine	Residual Alkalinity	Specific Gravity
10.5% SODIUM HYPOCHLORITE	10.8 - 11.2	0.2 to 0.4	1.168 - 1.185
12.5% SODIUM HYPOCHLORITE	12.8 - 13.2	0.4 to 0.7	1.190 - 1.230

Further, the product is guaranteed by Allied Universal Corporation to meet American Water Works Association Standard B300 for Sodium Hypochlorite

17.2 Specific Gravity Testing Procedure

1. Enter production containment with graduated cylinder.
2. Open sample port valve on the production tank and allow the finished product to pour into graduated cylinder or lower graduated cylinder into the production tank.
3. Once the graduated cylinder is full, close sample port valve or pull the graduated cylinder from the production tank.
4. If obtaining a sample from the sample port valve, make sure sample port valve is completely closed once a sample has been obtained.
5. Using a heavy liquid hydrometer with a range of 1.12 to 1.25, place the hydrometer into the finished bleach sample.
6. Specification for specific gravity: 1.168 - 1.185 for 10.5% bleach and 1.190 - 1.230 for 12.5% bleach.
7. Once hydrometer floats to the top of the sample, record specific gravity on the Bleach Quality Control Record.

17.3 Available Chlorine Testing Procedure

1. Using a Pipette Dispenser, remove 1.0 ml of the finished sodium hypochlorite from the graduated cylinder.
2. Place the sample into a 250 ml flask containing 50 ml of water of distilled water.
3. Add ½ teaspoon of Potassium Iodide Crystals and 5 ml of glacial acetic acid to the flask.



OPERATING PROCEDURE

ALLIED UNIVERSAL CORPORATION

CONTINUATION

SERIES:

500

PROCEDURE:

517

4. Titrate the sample with 0.1 N Sodium Thiosulfate solution until the mixture is a clear, straw yellow color.
5. Add 10 drops of Starch Indicator to the sample and continue titrating the sample until the blue color disappears.
6. Formula for Available Chlorine (WT%):

$$\frac{\text{ml sodium thiosulfate} \times 0.3546}{\text{SPECIFIC GRAVITY}}$$

7. Specification for available chlorine: 10.8 - 11.2 for 10.5% bleach and 12.8 - 13.2 for 12.5% bleach.
8. Record Available Chlorine (WT%) result on the Bleach Quality Control Record.

17.4 Residual Alkalinity Testing Procedure

1. Using a Finn Pipette, remove 1.0 ml of the finished sodium hypochlorite from the graduated cylinder.
2. Place the sample into a 250 ml flask containing 50 ml of distilled water.
3. Add 3% Hydrogen Peroxide until no further gas evolves from the sample.
4. Add 10 drops of Phenol Indicator.
5. Titrate with 0.1 N 20° Be' Hydrochloric Acid solution until the pink color disappears.
6. Formula for Residual Alkalinity or Excess Caustic (WT%):

$$\frac{\text{ml hydrochloric acid} \times 0.4}{\text{SPECIFIC GRAVITY}}$$

7. Specification for residual alkalinity: 0.2 - 0.4 for 10.5% bleach and 0.4 - 0.7 for 12.5% bleach.
8. Record Residual Alkalinity or Excess Caustic (WT%) result on the Bleach Quality Control Record.

17.5 Sample and Record Retention

1. Transfer the sample to a retain bottle and properly mark the label on the bottle with the following information: Date, Time, Specific Gravity, Batch Number Available Chlorine and Excess Alkalinity.



OPERATING PROCEDURE

ALLIED UNIVERSAL CORPORATION

CONTINUATION

SERIES:

500

PROCEDURE:

517

2. All bleach samples must be maintained for a period of two weeks from the date the sample was taken. All testing results must be recorded on the Bleach Quality Control Record.
3. One photocopy of the Bleach Quality Control Record must be sent to the Operations Department in Miami at the end of every week.
4. All Bleach Quality Control Records must be maintained at the plant per the company record retention policy, see current record retention policy.
5. Do not transfer any finished bleach to storage tanks or truck tankers if the test results of the sample demonstrates the finished bleach does not meet specifications.
6. All finished bleach not meeting specifications must be reported to the Branch Manager.

17.6 Certificate of Analysis

Upon request, a Certificate of Analysis (COA) form must be completed and signed by the personnel conducting the bleach quality testing. To properly complete a Certificate of Analysis, the following information listed below must be documented on the form:

- Result of Available Chlorine Testing
- Result of Residual Alkalinity Testing
- Result of Specific Gravity Testing
- Result of Filtration Testing
- Batch Number
- Date
- Time
- Signature of Analyst
- If applicable, who the COA was prepared for

17.7 Training

All operators tasked with bleach quality control must receive job task function specific and safety training and testing within 90-days of hire or transfer and every three (3) years thereafter.

Please see Allied training manual for bleach training and testing.

17.8 Special Operations

NONE

State of Florida

Department of State

I certify from the records of this office that ALLIED UNIVERSAL CORP. is a corporation organized under the laws of the State of Florida, filed on January 31, 1955.

The document number of this corporation is 183054.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on April 7, 2014, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirteenth day of May, 2014*



Ken Detmer
Secretary of State

Authentication ID: CU4584180504

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



[Home](#) [Contact Us](#) [E-Filing Services](#) [Document Searches](#) [Forms](#) [Help](#)

[Previous on List](#) [Next on List](#) [Return To List](#)

Entity Name Search

[Events](#) [Name History](#)

Detail by Entity Name

Florida Profit Corporation

ALLIED UNIVERSAL CORP.

Filing Information

Document Number 183054
FE/EIN Number 590776285
Date Filed 01/31/1955
State FL
Status ACTIVE
Last Event NAME CHANGE AMENDMENT
Event Date Filed 06/28/1977
Event Effective Date NONE

Principal Address

3901 NW 115 AVENUE
MIAMI FL 33178 US

Changed 04/27/2001

Mailing Address

3901 NW 115 AVENUE
MIAMI FL 33178 US

Changed 04/27/2001

Registered Agent Name & Address

NAMOFF, ROBERT
3901 NW 115 AVENUE
MIAMI FL 33178

Name Changed: 04/27/2001

Address Changed: 04/27/2001

Officer/Director Detail

Name & Address

Title CD

NAMOFF, ROBERT
3901 NW 115 AVENUE
MIAMI FL 33178

Title PD

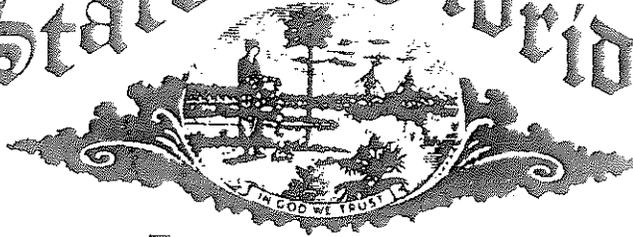
PALMER, JAMES
3901 NW 115 AVE.
MIAMI FL 33178

Title T

KOVEN, MICHAEL
3901 NW 115 AVE.
MIAMI FL 33178

Title VPD

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, along with all the Corporation Annual Reports, for ALLIED UNIVERSAL CORP., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is 183054.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fourth day of March, 1999



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

CERTIFICATE OF INCORPORATION

OF

ALLIED CHLORINE & CHEMICAL PRODUCTS, INC.

We, the undersigned, hereby associate ourselves together for the purpose of becoming a corporation for profit under the laws of the State of Florida, and do hereby certify that we have become such corporation under and pursuant to the following Articles of Incorporation:

I.

The name of the corporation is ALLIED CHLORINE & CHEMICAL PRODUCTS, INC.

II.

The general nature of the business to be transacted by said corporation shall be and is as follows:

APPROVED AND FILED

J. A. Finney

To manufacture, buy, sell and deal in, either for itself or as agents for others in chlorine & chlorine products, chemicals & chemical products and all necessary tanks, cylinders and equipment of all kinds and natures; to make and purchase materials for the construction of buildings; to erect buildings; to own, manage, operate, lease and sell buildings; to conduct and carry on the business of builders and contractors for the purpose of building, erecting, altering, repairing, or doing any other work in connection with any and all classes of buildings and improvements of any kind and nature whatsoever; to acquire, own, use, convey, and otherwise dispose of, and deal in real property, or any interest therein.

To acquire by purchase or lease, or otherwise, lands and interests in lands, and to own, hold, improve, develop, and manage any real estate so acquired, and to erect or cause to be erected, on any lands owned, held or occupied by the corporation, buildings or other structures, and to rebuild, enlarge, alter or improve any buildings or other structures now or hereafter erected on any land so owned, held or occupied, and to mortgage, sell, lease or otherwise dispose of, any lands or interests in lands, and in buildings or other structures and any stores, shops, or parts of any building, at any time owned or held by the corporation.

To enter into, make and perform, and carry out Contracts of every sort, and kind with any person, firm, association or corporation, municipality, body politic, County, State or Government, and without limit as to amount; to draw, make, accept, endorse, discount, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds and other negotiable or transferable instruments, and evidences of indebtedness whether secured by mortgage or otherwise, as well as to secure the same by mortgage or otherwise, so far as may be permitted by the laws of the State of Florida; to manufacture, purchase or acquire, in any lawful manner, and to hold, own, mortgage, pledge, bargain, sell, transfer or assign, or in any manner dispose of, or to deal and trade in goods, wares, merchandise, and property of any class or description in any part of the world, including real and personal property; to apply for, hold, purchase, acquire or otherwise deal, in letters patent or copyrights of the United States or other Countries, and to work, operate, or develop the same, or to carry on any business, manufacturing or otherwise which may directly or indirectly affect those objects or any of them; to purchase, hold, sell, assign, transfer, mortgage, pledge or otherwise, acquire or dispose of the shares of capital stock or any bonds, securities or other evidences of indebtedness created by any person or corporation of this State or any other State, Country, Nation or Government, and while owner of said stock exercise all the rights, privileges or ownership, including the right to vote thereon as natural persons might or could do. To do each and all things above set forth to the same extent as fully as natural persons might do or could do in the State of Florida, or in any other State, Country or place. This corporation reserves the right to amend, change or repeal any provision contained in the Certificate of Incorporation in the manner now or hereafter prescribed by Statute, and all rights conferred on stockholders herein, are granted, subject to this reservation.

This corporation shall have full power and authority to purchase the business, good will and all other property of any individual, firm or corporation, as a going concern. In general, to carry on any other business

in connection therewith, not specifically forbidden by the laws of the State of Florida, and with all powers conferred upon corporations by the laws of the State of Florida.

III.

The maximum number of shares of stock that this corporation is authorized to have issued and outstanding at any time is One Hundred (100) shares of stock at no par value.

IV.

The amount of the capital with which this corporation shall and does hereby begin business shall be and is the sum of Five Hundred (\$500.00) Dollars.

V.

This corporation shall have perpetual existence unless sooner dissolved according to law.

VI.

The principal offices of this corporation shall be and is located at 432 Plaza Building, Miami, Dade County, Florida, with the privilege of having branch offices at other places.

VII.

The number of directors of this corporation shall be not less than three, who need not be stockholders.

VIII.

The names and post office addresses of the first Board of Directors who, subject to the provisions of this Certificate of Incorporation, the By-Laws of this corporation, and the laws of Florida, shall hold office for the first year of the corporation's existence, or until their successors are elected and have qualified, are as follows:

HARRY ZEMMEL	PRESIDENT	3501 N.W. 18th Street Miami, Florida
LEON NAKOFF	VICE-PRESIDENT	3511 N.W. 18th Street Miami, Florida
IRVING S. WRIKER	SECRETARY-TREASURER	432 Plaza Building Miami, Florida

IX.

The names and post office addresses of each subscriber of this

Certificate of Incorporation and a statement of the number of shares of stock which he agrees to take are as follows:

HARRY ZEMMEL	3501 N.W. 18th St. Miami, Florida	70 Shares
LEON NAMOFF	3411 N.W. 18th St. Miami, Florida	20 Shares
IRVING J. WEINER	432 Plaza Building Miami, Florida	10 Shares

The officers of this corporation shall be a President, a Secretary, a Treasurer, and such other officers, agents and factors as may be deemed necessary. All officers, agents, and factors shall be chosen in such manner, hold their offices for such terms and have such powers and duties as may be prescribed by the By-Laws or determined by the Board of Directors. Any person may hold two or more offices except that the President shall not be the Secretary or an assistant Secretary of the Corporation.

IN WITNESS WHEREOF, we, the undersigned subscribing incorporators, have hereunto set out hands and seals this 24 day of January, 1955, for the purpose of forming this corporation under the laws of the State of Florida, and we hereby make and file, in the office of the Secretary of State, in the State of Florida, this Certificate of Incorporation, and certify that the facts therein stated are as true.

Harry Zimmel L.S.
Leon B. Namoff L.S.
Irving J. Weiner L.S.

STATE OF FLORIDA)
COUNTY OF DADE) SS:

Before me, personally appeared HARRY ZEMMEL, LEON NAMOFF, and IRVING J. WEINER, to me well known and known to me to be the individuals described in and who executed the foregoing Certificate of Incorporation, and acknowledged before me that they executed the same for the purposes therein contained.

WITNESS my hand and official seal this 24 day of January, 1955.

My Commission Expires March 8, 1957

Nathan Gilson
NOTARY PUBLIC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Applied Risk Services, Inc. 10825 Old Mill Rd Omaha, NE 68154 (877) 234-4420	CONTACT NAME: PHONE (A/C, No, Ext): (877) 234-4420 FAX (A/C, No): (877) 234-4421 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Allied Universal Corp. 3901 NW 115th Ave Doral, FL 33178 CTL 1273 1042780	INSURER A: Continental Indemnity Co. 28258	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	N/A	73-874827-01-04	10/15/2014	10/15/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Stuart 121 SW Flagler Avenue Stuart, FL 34994	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  L039971
---	---



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

June 29, 2015

Allied Universal Corporation is a privately owned company, which has been in business since 1954. Our Corporate Headquarters is located at 3901 N.W. 115 Avenue, Miami, FL 33178.

There are presently 7 delivery locations; Miami, FL; Ft. Pierce, FL; CFI-Tampa, FL; Jacksonville, FL Terminal; Brunswick and Ranger, GA; and Ellisville, MS. We package Gas Chlorine, in all locations, except Ft. Pierce and Jacksonville and manufacture Sodium Hypochlorite, in all of our locations, except our Jacksonville Terminal and have serviced Utilities and Municipalities, in 22 states, for over 57 years. We also distribute other water treatment chemicals, swimming pool chemicals, and some chemicals for industrial use.

All deliveries will be made by our affiliate company, Transportation Services Unlimited, with a dedicated fleet of over 100 tractors and tankers, with an employee complement of approximately 275 people.

Deliveries for the City of Stuart will be made from our facility located at 9501 Rangeline Road, Ft. Pierce, FL 34987; phone number: 772-242-9730; FAX: 772-462-0716. Contact name for all deliveries is Tommy Strickland, at extension 0603, e-mail address is tommys@allieduniversal.com. He is available from 6:30 a.m. until 3:30 p.m. The Area Sales Rep is Jorge Henriquez, cell phone number: 305-721-6637.

If you have any questions or concerns on any of this information, please contact Catherine Guillarmod, Executive Administrator, Allied Universal Corporation, 3901 N.W. 115 Avenue, Miami, FL 33178, phone number (305) 888-2623/Ext. 0104; Fax, (305) 463-8369; E-Mail, cathieg@allieduniversal.com

/cg

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 93 Street
Miami, Florida 33166
305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-8100

1405 Possum Hollow Road
Ranger, GA 30734
706-881-8877

2100 Port Road
West Memphis, AR 72301
901-588-1111

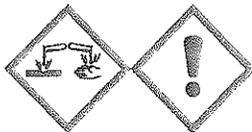
SAFETY DATA SHEET

1. Identification

Product identifier	Sodium Hypchlorite, 10-15% Solution	
Other means of identification		
SDS number	AUC-003	
Synonyms	Aqua Guard Chlorinating Santizier * Aqua Guard Bleach * Aqua Guard Sodium Hypochlorite 10.5% * Aqua Guard Sodium Hypochlorite 12.5% * Sodium Hypochlorite * Liquid Bleach * Bleach * Hypo	
Recommended use	Swimming pool chemical, hard surface cleaner, water treatment, bleaching, textiles, cooling towers, laundry sanitizer and agricultural/ aquacultural purposes	
Recommended restrictions	None known.	
Manufacturer/Importer/Supplier/Distributor information		
Manufacturer		
Company name	Allied Universal Corporation	
Address	3901 N.W. 115th Avenue Miami, FL 33178 United States	
Telephone	General:	1-305-888-2623
	24-Hour alert:	1-786-522-0207
Website	www.allieduniversal.com	
E-mail	Not available.	
Contact person	Operations Department	
Emergency phone number	CHEMTREC	1-800-424-9300 (US/Canada) +01 703-527-3887 (International)
Supplier	Refer to Manufacturer	

2. Hazard(s) identification

Physical hazards	Corrosive to metals	Category 1
Health hazards	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation
Environmental hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
OSHA defined hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
Label elements		



Signal word	Danger
Hazard statement	May be corrosive to metals. Causes severe skin burns and eye damage. Causes serious eye damage. May cause respiratory irritation.
Precautionary statement	
Prevention	Keep only in original container. Do not breathe mist. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection.

Response	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician. Specific treatment (see this label). Wash contaminated clothing before reuse.
Storage	Store locked up. Store in a well-ventilated place. Keep container tightly closed. Store in corrosive resistant container with a resistant inner liner.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	No OSHA defined hazard classes. Other hazards which do not result in classification: Contact with most acids may liberate and toxic gas. Chronic skin contact with low concentrations may cause dermatitis.
Supplemental information	None.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
Sodium Hypochlorite	HYPOCHLORITE SOLUTION	7681-52-9	10-15.5
Sodium hydroxide	Caustic soda Lye Soda lye	1310-73-2	1-5
Other components below reportable levels			80-90

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation	Remove victim to fresh air and keep at rest in a position comfortable for breathing. If breathing stops, provide artificial respiration. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. If breathing is difficult, trained personnel should give oxygen. Call a physician or poison control center immediately.
Skin contact	Immediately flush skin with running water for at least 20 minutes. Take off immediately all contaminated clothing. Take off immediately all contaminated clothing. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse. Cover wound with sterile dressing. Do not rub area of contact. Leather and shoes that have been contaminated with the solution may need to be destroyed.
Eye contact	Immediately flush eyes with plenty of water for at least 20 minutes. Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately. Take care not to rinse contaminated water into the unaffected eye or onto the face.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. If swallowed: Rinse mouth. Do NOT induce vomiting. Never give anything by mouth to a victim who is unconscious or is having convulsions. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.
Indication of immediate medical attention and special treatment needed	Immediate medical attention is required. Causes chemical burns. Treat symptomatically.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂). Use media suitable to the surrounding fire such as water fog or fine spray, alcohol foams, carbon dioxide. Use water with caution. Contact with water will generate considerable heat.
-------------------------------------	---

Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire. Do not use dry chemical extinguishing agents. Maleic anhydride may react with the basic sodium compounds. Use chemical extinguishing agents with caution. Some chemical extinguishing agents may react with this material.
Specific hazards arising from the chemical	Not considered flammable. Vapors are heavier than air and may spread along floors. Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts violently with a wide variety of organic and inorganic chemicals including alcohol, carbides, chlorates, picrates, nitrates and metals. Toxic fumes, gases or vapours may evolve on burning.
Special protective equipment and precautions for firefighters	Firefighters should wear proper protective equipment and self-contained breathing apparatus with full face piece operated in positive pressure mode. A full-body chemical resistant suit should be worn.
Fire fighting equipment/instructions	Fight fire with normal precautions from a reasonable distance. Evacuate the area promptly. Move containers from fire area if you can do so without risk. Use water spray to cool unopened containers. Do not allow run-off from fire fighting to enter drains or water courses. Dike for water control.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	Vapors are heavier than air and may spread along floors.
Hazardous combustion products	Hydrogen gas. Hydrogen chloride. Chlorine. Oxygen. Sodium oxides.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Immediately evacuate personnel to safe areas. Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Keep out of low areas. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ventilate closed spaces before entering them. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Ventilate the area. Remove sources of ignition. Stop leak if you can do so without risk. Absorb spillage to prevent material damage. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Use water spray to reduce vapors or divert vapor cloud drift. Prevent entry into waterways, sewer, basements or confined areas. Remove with vacuum trucks or pump to storage/salvage vessels. Contain and absorb spilled liquid with non-combustible, inert absorbent material (e.g. sand). Small spills can be neutralized by covering with a reducing agent, such as Sodium thiosulfate or Sodium sulphite. If not recoverable, dilute with water or flush to holding area and neutralize. Never return spills to original containers for re-use. Contact the proper local authorities. Contaminated absorbent material may pose the same hazards as the spilled product. For waste disposal, see Section 13.
Environmental precautions	Contact local authorities in case of spillage to drain/aquatic environment. Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection. Label containers appropriately. When using, do not eat, drink or smoke. Do not taste or swallow. Do not get in eyes, on skin, on clothing. Wash thoroughly after handling. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store locked up. Storage area should be clearly identified, clear of obstruction and accessible only to trained and authorized personnel. Avoid ultraviolet (UV) light sources. Inspect periodically for damage or leaks. Store in corrosive resistant container with a resistant inner liner. Store in original tightly closed container. Keep container tightly closed. Store in a well-ventilated place. Store away from and do not mix with incompatible materials such as acids, oxidizers, organics, reducing agents and all metals except titanium. Keep away from food, drink and animal feedingstuffs.

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	PEL	2 mg/m ³

US. ACGIH Threshold Limit Values

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. Workplace Environmental Exposure Level (WEEL) Guides

Components	Type	Value
SODIUM HYPOCHLORITE (CAS 7681-52-9)	STEL	2 mg/m3

Biological limit values	No biological exposure limits noted for the ingredient(s).
Appropriate engineering controls	Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.
Individual protection measures, such as personal protective equipment	
Eye/face protection	Chemical goggles and face shield are recommended. Eye wash facilities and emergency shower must be available when handling this product.
Skin protection	
Hand protection	Wear appropriate chemical-resistant gloves. Advice should be sought from glove suppliers.
Other	Where contact is likely, wear chemical-resistant gloves, a chemical suit, rubber boots, and chemical safety goggles plus a face shield. Use of an impervious apron is recommended.
Respiratory protection	Chemical respirator with organic vapor cartridge and full facepiece. A NIOSH/MSHA approved air-purifying respirator with the appropriate chemical cartridges or a positive-pressure, air-supplied respirator may be used to reduce exposure. Respirators should be selected based on the form and concentration of contaminants in air, and in accordance with OSHA (29 CFR 1910.134). Advice should be sought from respiratory protection specialists.
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.
General hygiene considerations	When using, do not eat, drink or smoke. Do not breathe mist. Avoid contact with eyes, skin and clothing. Upon completion of work, wash hands before eating, drinking, smoking or use of toilet facilities. Remove soiled clothing and wash it thoroughly before reuse.

9. Physical and chemical properties

Appearance	Clear yellow/green liquid.
Physical state	Liquid.
Form	Liquid.
Color	Clear to yellow/green.
Odor	Pungent. Chlorine-like.
Odor threshold	Not available.
pH	11 - 13
Melting point/freezing point	7.52 °F (-13.6 °C)
Initial boiling point and boiling range	> 104 °F (> 40 °C)
Flash point	Not Applicable
Evaporation rate	Not available.
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not Applicable
Flammability limit - lower (%) temperature	Not Applicable

Flammability limit - upper (%)	Not Applicable
Flammability limit - upper (%) temperature	Not Applicable
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	12 mm Hg
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Soluble
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	1.18 g/cm ³
Molecular formula	NaOCl
Molecular weight	74.4
Specific gravity	1.18

10. Stability and reactivity

Reactivity	Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts with amines and ammonia compounds to form explosively unstable compounds. May be corrosive to metals. May be corrosive to: Aluminum. Stainless steel. Carbon steel. Copper. Bronze
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Reacts vigorously or violently with many organic and inorganic chemicals such as: acids, acrolein, acrylonitrile, chlorinated hydrocarbons (e.g. 1,2 dichloroethylene), chlorine dioxide, maleic anhydride, nitroethane, nitroparaffins, 2-nitrophenol, nitropropane, phosphorus, potassium persulfate, and tetrahydrofuran (containing peroxides).
Conditions to avoid	Direct sources of heat. Avoid high temperatures. Direct sunlight. Avoid contact with incompatible materials. Do not use in areas without adequate ventilation. Do not allow evaporation to dryness.
Incompatible materials	Metals. Strong oxidizing agents. Acids. Amines. Ammonia. Reducing agents. Nitrites. Organic compounds.
Hazardous decomposition products	None known, refer to hazardous combustion products in Section 5. In the event of fire the following can be released: Chlorine. Sodium chlorate.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Prolonged inhalation may be harmful. May cause irritation to the respiratory system. May cause severe irritation to the nose, throat, and respiratory tract.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns. Ingestion may cause severe irritation of the mouth, the esophagus and the gastrointestinal tract.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.

Information on toxicological effects

Acute toxicity Not expected to be hazardous by OSHA criteria. There is no available data for the product itself, only for the ingredients. See data for individual ingredient acute toxicity data.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	No Data in Literature
<i>Inhalation</i>		
LC50	Rat	No Data in Literature
<i>Oral</i>		
LD50	Rat	No Data in Literature
Sodium Hypochlorite (CAS 7681-52-9)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	> 10000 mg/kg
<i>Inhalation</i>		
LC50	Rat	> 5.25 mg/l/4h
<i>Oral</i>		
LD50	Rat	8910 mg/kg
Skin corrosion/irritation	Hazardous by OSHA criteria. Causes severe skin burns. Causes severe skin burns and eye damage. Skin corrosion/irritation - Category 1.	
Serious eye damage/eye irritation	Hazardous by OSHA criteria. Causes serious eye damage. Serious eye damage/eye irritation - Category 1	
Respiratory or skin sensitization		
Respiratory sensitization	Not expected to be a respiratory sensitizer.	
Skin sensitizer	Not expected to be hazardous by OSHA criteria. Not expected to be a skin sensitizer.	
	May cause an allergic skin reaction (e.g. hives, rash) in some hypersensitive individuals.	
Germ cell mutagenicity	Not expected to be mutagenic.	
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.	
IARC Monographs. Overall Evaluation of Carcinogenicity		
Sodium Hypochlorite (CAS 7681-52-9) 3 Not classifiable as to carcinogenicity to humans.		
OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)		
Not listed.		
Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.	
Specific target organ toxicity - single exposure	Hazardous by OSHA criteria. May cause respiratory irritation. Specific Target Organ Toxicity (STOT), Single Exposure, Category 3.	
Specific target organ toxicity - repeated exposure	Not classified as a specific target organ toxicity -repeated exposure.	
Aspiration toxicity	Not expected to be an aspiration hazard.	
Chronic effects	Prolonged inhalation may be harmful. Chronic skin contact with low concentrations may cause dermatitis.	

12. Ecological information

Ecotoxicity Toxic to aquatic life.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Aquatic		
<i>Acute</i>		
Crustacea	EC50	Water flea (Ceriodaphnia dubia) 40 mg/l, 48 hours

Components	Species	Test Results
Fish	LC50	Western mosquitofish (<i>Gambusia affinis</i>) 125 mg/l, 96 hours
Sodium Hypochlorite (CAS 7681-52-9)		
Aquatic		
<i>Acute</i>		
Crustacea	EC50	Water flea (<i>Daphnia magna</i>) 0.169 mg/l, 48 hours
Fish	LC50	Bluegill (<i>Lepomis macrochirus</i>) 0.58 mg/l, 96 hours

Persistence and degradability Biodegradation is not applicable to inorganic substances.

Bioaccumulative potential No accumulation in living organisms is expected due to high solubility and dissociation properties.

Mobility in soil High water solubility indicates a high mobility in soil.

Other adverse effects No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.

Local disposal regulations Dispose in accordance with all applicable regulations.

Hazardous waste code The waste code should be assigned in discussion between the user, the producer and the waste disposal company.

Waste from residues / unused products Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).

Contaminated packaging Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

UN number UN1791

UN proper shipping name HYPOCHLORITE SOLUTIONS (RQ = 100)

Transport hazard class(es)

Class 8

Subsidiary risk -

Label(s) 8

Packing group III

Environmental hazards

Marine pollutant Yes

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

Special provisions IB3, N34, T4, TP2, TP24

Packaging exceptions 154

Packaging non bulk 203

Packaging bulk 241

This product does the definition of a marine pollutant as described in 49 CFR section 171.8.

IATA

UN number UN1791

UN proper shipping name HYPOCHLORITE SOLUTION

Transport hazard class(es)

Class 8

Subsidiary risk -

Packing group III

Environmental hazards NO

ERG Code 8L

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

Other information

Passenger and cargo aircraft Allowed.

Cargo aircraft only Allowed.

IMDG

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	
Marine pollutant	No.
EmS	F-A, S-B
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not available.

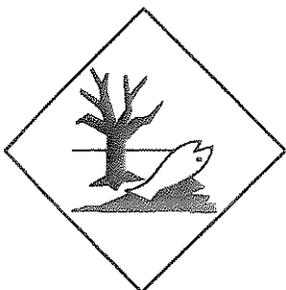
DOT



IATA; IMDG



Marine pollutant



15. Regulatory information

US federal regulations This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Sodium hydroxide (CAS 1310-73-2) Listed.

Sodium Hypochlorite (CAS 7681-52-9) Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories Immediate Hazard - Yes
 Delayed Hazard - No
 Fire Hazard - No
 Pressure Hazard - No
 Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical Yes

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations**US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)**

Not listed.

US. Massachusetts RTK - Substance List

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

US. New Jersey Worker and Community Right-to-Know Act

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

US. Pennsylvania Worker and Community Right-to-Know Law

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

US. Rhode Island RTK

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes

Country(s) or region	Inventory name	On inventory (yes/no)*
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)
A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date	03-15-2015
Version #	01
HMIS	H: 3 F: 0 R: 1
NFPA	H: 3 F: 0 R: 1



Certified to
NSF/ANSI 60

List of abbreviations

Maximum use level for Sodium hypochlorite under NSF/ANSI Standard 60 - Maximum use in potable water is 84 mg/L for 12.5% bleach and 100 mg/L for 10.5% bleach.

ACGIH: American Conference of Governmental Industrial Hygienists
CAS: Chemical Abstract Services
CERCLA: Comprehensive Environmental Response, Compensation and Liability Act of 1980
CFR: Code of Federal Regulations
DOT: Department of Transportation
DSL: Domestic Substance List
EC: European Community
EINECS: European Inventory of Existing Commercial chemical Substances
EPA: Environmental Protection Agency
EPCRA: Emergency Planning and Community Right-to-Know Act
HSDB® - Hazardous Substances Data Bank
IARC: International Agency for Research on Cancer
IATA: International Air Transport Association
IBC: Intermediate Bulk Container
IMDG: International Maritime Dangerous Goods
LC: Lethal Concentration
LD: Lethal Dose
NOEC: No observable effect concentration
NTP: National Toxicology Program
OECD: Organisation for Economic Cooperation and Development
OSHA: Occupational Safety and Health Administration
PPE: Personal Protective Equipment
RCRA: Resource Conservation and Recovery Act
RTECS: Registry of Toxic Effects of Chemical Substances
SARA: Superfund Amendments and Reauthorization Act
SDS: Safety Data Sheet
STEL: Short Term Exposure Limit
TLV: Threshold Limit Values
TWA: Time Weighted Average

Prepared by: ICC The Compliance Center Inc. 1-888-442-9628
<http://www.thecompliancecenter.com>

Disclaimer

Disclaimer

This Safety Data Sheet was prepared by ICC The Compliance Center Inc. using information provided by / obtained from Allied Universal Corporation and CCOHS' Web Information Service. The information in the Safety Data Sheet is offered for your consideration and guidance when exposed to this product. ICC The Compliance Center Inc. and Allied Universal Corporation expressly disclaim all expressed or implied warranties and assume no responsibilities for the accuracy or completeness of the data contained herein. The data in this SDS does not apply to use with any other product or in any other process.

This Safety Data Sheet may not be changed, or altered in any way without the expressed knowledge and permission of ICC The Compliance Center Inc. and Allied Universal Corporation

Bibliography

Canadian Centre for Occupational Health and Safety, CCIInfoWeb Databases, 2014
(Chempendium, RTECS, HSDB, INCHEM)
European Chemicals Bureau, Existing Chemicals Work Area, EINECS Information System, 2014.
Material Safety Data Sheet from manufacturer.
OECD - The Global Portal to Information on Chemical Substances - eChemPortal, 2014.

EMERGENCY CONTACT NUMBERS

CORPORATE:

WORKING HOURS:

(305) 888 – 2623

EMERGENCY CONTACTS (OTHER PHONE NUMBERS):

- | | |
|--|--|
| 1. TODD TUCKER (VP OF OPERATIONS) | WORK (786) 522-0200, CELL (903) 987-3248 |
| 2. RON ZEIGLER (S. REGIONAL OPERATIONS MANAGER) | WORK (772) 464-7001, CELL (772) 342-1872 |
| 3. ANTHONY FEDD (N. REGIONAL OPERATIONS MANAGER) | WORK (912) 267-9470 x0414, CELL (850) 212-6858 |
| 4. JIM LAFRENIERE (FLEET OPERATIONS MANAGER) | WORK (305) 894-4173, CELL (305) 491-3430 |
| 5. MIKE HARRIS (FLEET MAINTENANCE MANAGER) | WORK (912) 267-9590, CELL (912) 571 0704 |

US TSA'S TRANSPORTATION SECURITY COORDINATION CENTER:

(703) 563-3236 OR 3237

BRANCHES:

	<u>HOME OR CELL PHONE NO.</u>
<u>MIAMI, FL</u> (305) 888-2623	
JAMIE JOHNSON	CELL # (305) 216-4612
LEO DELEON	CELL # (305) 310-0762
SCOTT GRAY	CELL # (305) 335-0756
<u>FT. PIERCE, FL</u> (772) 464-6195	
KENT IVERSEN	CELL # (706) 957-2576
JAMES PRINCE	CELL # (757) 615-5139
TOM STRICKLAND	CELL # (772) 919-7023
<u>TAMPA, FL</u> (813) 832-4868	
KEN COLE	CELL # (813) 210-2327
VAL BOLBIRER	CELL # (917) 709-4363
KAREN GARILLI	CELL # (813) 966-3635
<u>JACKSONVILLE, FL</u> (904) 438-4976	
DAVID SCHULTZ	CELL # (912) 222-9487
<u>BRUNSWICK, GA</u> (912) 267-9470	
WILLIAM WARE	CELL # (502) 333-8059
MIKE LEBEN	CELL # (772) 528-5436
CHARITY BREWER	CELL # (912) 230-8680
<u>RANGER, GA</u> (706) 334-7377	
EARL WHITE	CELL # (813) 317-8470
NICK RAINEY	CELL # (706) 280-0048
JEFF SANCHEZ	CELL # (813) 263-4191
<u>ELLISVILLE, MS</u> (601) 477-2550	
JAMES JEFFERSON	CELL # (601) 455-2852
GARY ANDERSON	CELL # (601) 596-5878

City of Stuart

ITB TABULATION

121 SW Flagler Avenue
 Department of Financial Services
 Purchasing Division

ITB # 2015-293
Project: Chemicals: Water Treatment/Water Reclamation Facility
Addenda: N/A

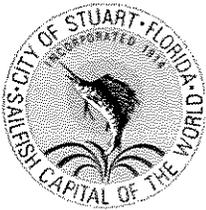
Lenora Darden, CPPB
 Procurement Manager
 Email: ldarden@ci.stuart.fl.us
 Telephone (772) 288-5308
 Fax: (772) 600-1202
www.cityofstuart.us

Date Opened: 07/29/15
Estimated Cost: \$ as needed
Estimated Contract Term: 1-year period with 2 (1) year renewal options
 49 Planholders for this bid
 Broadcast List 151 suppliers have been notified
 Supplemental Suppliers 7 Supplemental Suppliers
 2 No Bids

Firms Submitting Bids:		Item 1	Item 2	Item 3	Item 4	Item 5	Item 6	Item 7	Item 8	Item 9	Item 10	Delivery	Pcard	Compliance	Secondary
Apparent Low Bidder		Sodium Hypochlorite	Ammonia	Hydroflu-silicic	Lime	Hydrochloric Acid	Sodium Hex	Polymer, anionic	Polymer, cationic	Ferric Sulfate	Ferric Chloride	Hours	Yes or No	Yes or No	Yes or No
1	Allied Universal Corporation	\$68,160.00										24-48	Y	Y	Y
2	Tanner Industries, Inc.		\$14,052.50									48-72	N	Y	Y
3	Florida Chemical Supply Inc.	\$150,000.00		\$8,700.00		\$2,684.00	\$39,900.00			\$61,920.00	\$29,200.00	24	Y	Y	Y
4	Cheney Lime & Cement Company				\$124,880.00							24-48	N	Y	Y
5	Brenntag Mid South Inc	\$81,600.00				\$2,337.50	\$21,850.00			\$46,080.00	\$28,050.00	72	Y	Y	Y
6	Shannon Chemical Corporation						\$19,646.00					72-120	Y	Y	N
7	Sterling Water Technologies						\$20,109.60	\$5,569.98	\$15,602.73			120	N	N	Y
8	Fort Bend Services, Inc.							\$6,500.00	\$14,128.40			336	Y	Y	Y
9	Thatcher Chemical of Florida, Inc.						\$19,931.00			\$40,320.00		72-120	N	Y	Y
10	Carmeuse Lime & Stone				\$141,696.80							48	Y	Y	Y
11	Carus Corporation						\$19,855.00					72-120	Y	Y	Y

Firms Submitting Bids:		Item 1	Item 2	Item 3	Item 4	Item 5	Item 6	Item 7	Item 8	Item 9	Item 10	Delivery	Pcard	Compliance	Secondary
Apparent Low Bidder		Sodium Hypochlorite	Ammonia	Hydrofluosilicic	Lime	Hydrochloric Acid	Sodium Hex	Polymer, anionic	Polymer, cationic	Ferric Sulfate	Ferric Chloride	Hours	Yes or No	Yes or No	Yes or No
12	Harcros Chemicals, Inc.			\$9,000.00								48-168	Y	Y	Y
13	Hawkins, Inc dba The Dumont Company			\$9,000.00		\$3,278.00					\$32,500.00	72	Y	Y	Y
14	Lhoist North America of Alabama, LLC				\$169,758.40							48	N	Y	Y
15	Odessey Manufacturing Company	\$69,600.00										48	N	Y	Y

Compliance - Bidder offered product as specified



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement and Contracting Services Division

Lenora Darden, CPPB
Procurement Manager
purchasing@ci.stuart.fl.us

Telephone (772) 288-5320
Fax: (772) 600-0134

September 17, 2015

Via: Email transmission, cathieg@allieduniversal.com

Allied Universal Corporation
Attn: Mr. Robert Namoff
3901 NW 115 Avenue
Miami, FL 33178

Subject: Notice of Award
ITB No. 2015-293, Chemicals for Water Treatment/Water Reclamation Facilities

Dear Mr. Namoff:

The Stuart City Commission awarded ITB No. 2015-293, Chemicals for Water Treatment/Water Reclamation Facilities, to your firm on Monday, September 14, 2015, in the amount of **\$68,160.00**. Please consider this your formal notice of award. The City of Stuart requests that you provide all necessary insurance requirements within 10 days (September 27, 2015) as listed below:

A "Certificate of Insurance" which reflects all types and levels of coverage as noted in the Request for Proposal. The insurance certificate must also have printed in the "Remarks" box, words to the effect: **"The City of Stuart is an additional insured"**. The City requests that the insurance certificate lists the **project number and the project name**, ITB No. 2015-293, Chemicals for Water Treatment/Water Reclamation Facilities.

Orders from the City of Stuart will be placed throughout the contract period through the issuance of a Blanket Purchase Order, which will serve as your contract and notice to proceed, upon receipt of required documents. All services shall be coordinated with the City Project Manager, Mike Woodside at 772-288-5343 ext. 5444.

The initial contract period will be for one year, effective October 1, 2015 through September 30, 2016, with two one-year renewal options. The City reserves the right to exercise the option to renew annually, if mutually agreed upon in writing by both parties subject to the same terms and conditions of the original agreement. Annual renewals shall be subject to the appropriation of funds, vendor's satisfactory performance and determination that the contract renewal is in the best interest of the City.

The City of Stuart looks forward to a mutually beneficial business relationship. If you have any questions, please feel free to contact me by email at purchasing@ci.stuart.fl.us or call me at (772) 288-5320.

Sincerely yours,

Procurement Manager

Cc: Dave Peters, Assistant Public Works Director
Mike Woodside, Team Leader II
Catherine Guillarmod, Executive Administrator
2015-293 ITB File



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

August 29, 2016

Village of Palm Springs
Brent Watson
226 Cypress Lane
Palm Springs, Florida 33461-1699
bwatson@vpsfl.org

**Re: Bid # ITB No. 2015-293
Sodium Hypochlorite, Liquid**

Dear Mr. Watson:

Please use this letter as confirmation that Allied Universal Corporation will allow the Village of Palm Springs to piggyback on the City of Stuart #ITB No. 2015-293 for Sodium Hypochlorite, with pricing listed below.

Sodium Hypochlorite/Bulk \$0.568/Gal. (Full Truckloads 4500 Gallons)

This bid award was awarded by the City of Stuart on September 14, 2015.

The term of this "piggyback" agreement is from October 1, 2015 to September 30, 2016, during which the Village of Palm Springs agrees to purchase from Allied Universal Corporation all of the Village of Palm Springs sodium hypochlorite requirements for:

Estimated yearly volume 200,000 gallons.

If you are in agreement and wish to be included in this Bid contract please signify by signing this letter and returning by September 30, 2016 by fax to (305) 463-8369.

I look forward to hearing from you.

Sincerely,

Mark Carlson,
Vice President of Sales

ACCEPTED:

Customer: _____

By: _____

Title: _____

Date: _____

cc: Jim Palmer, AUC President/CEO
Bernie Greenberg, AUC Sales Rep
Carlos C. Fernandez, VP of Sales

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Cunn Drive
Ellisville, MS 39437
601-477-2550

5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 115 Avenue
Miami, Florida 33166
305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-9470

1405 Possum Hollow Road
Ranger, GA 30734
706-334-7377

2100 Port Road
West Memphis, AR 72301
870-732-3107

AGREEMENT FOR THE PURCHASE OF SODIUM HYPOCHLORITE

This Agreement for the purchase of sodium hypochlorite (“Agreement” hereafter) is made as of the _____ day of _____, 2016, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and **Allied Universal Corporation**, 3901 NW 115 Avenue, Miami, FL 33178 a corporation authorized to do business in the State of Florida, hereinafter referred to as the VENDOR.

RECITALS

WHEREAS, the VILLAGE is in need of a VENDOR to provide the VILLAGE with sodium hypochlorite; and,

WHEREAS, the City of Stuart awarded a contract for the purchase of sodium hypochlorite (Bid # 2015-293 (“Stuart Contract” hereafter) to the VENDOR for substantially the same services sought by the VILLAGE; and,

WHEREAS, the VILLAGE requested and the VENDOR has executed this Agreement with the VILLAGE for the purchase of sodium hypochlorite based on the terms and conditions of the Stuart Contract and the pricing contained herein; and,

WHEREAS, the VILLAGE desires to accept VENDOR’s piggy-backing the Stuart Contract including all terms and conditions therein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Stuart Contract. The Stuart Contract with the VENDOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein and is attached hereto as Exhibit “A”. The VILLAGE shall have all rights, obligations and remedies authorized to all entities using this bid and all associated and applicable Contract/Bid Documents as defined therein. VENDOR shall be afforded all rights and remedies against the VILLAGE as given to VENDOR under the Co-op Contract.
3. VENDOR’s Proposal. In accordance with the terms and conditions in the Stuart Contract and pricing therein, the VENDOR shall provide sodium hypochlorite as requested by the VILLAGE. The goods and services to be provided by the VENDOR shall be commenced subsequent to the execution and approval of this Agreement by the VILLAGE in accordance with the Stuart Contract.
4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are comprised of the following:

A. All written modifications and amendments hereto;

- B. This Agreement (including all exhibits);
- C. Stuart Contract including the bid, contract all amendments and exhibits thereto.

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement;
- C. The Stuart Contract.

5. Compensation to VENDOR. Payments by the VILLAGE to the VENDOR under this Agreement shall not exceed the amount of compensation stated in the Stuart Contract. VENDOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

6. Miscellaneous Provisions.

- 6.1 The VILLAGE and VENDOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 6.2 VENDOR shall maintain the insurance as required in Stuart Contract applicable to the goods and services being delivered hereunder. Said insurance will name the VILLAGE as an additional insured.
- 6.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 6.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 6.5 Entire Contract; Amendment and Waiver: This Contract (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach

of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

- 6.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- 6.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 6.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 6.10 Effective date and term: The effective date of this Agreement is the date the Agreement is approved by the Village Council. The Agreement will terminate on the same termination date as listed in the Stuart Contract, which is September 30, 2016. The Stuart Contract has 2 one year extension periods. In the event the Stuart Contract is extended for one or both of the one year extension periods then this Agreement shall automatically extend for the same term.
- 6.11 Public Records: VENDOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:
- (a) Keep and maintain public records required by the VILLAGE to perform the service.
- (b) Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or

copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the VENDOR does not transfer the records to the VILLAGE.
- (d) Upon completion of this Contract, transfer, at no cost, to the VILLAGE all public records in possession of the VENDOR or keep and maintain public records required by the VILLAGE to perform the service. If the VENDOR transfers all public records to the VILLAGE upon completion of the Contract, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the Contract, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, scaljean@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

- 6.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 6.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the VENDOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The VENDOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 6.14 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.
- 6.15 The VILLAGE is exempt from payment of Florida State Sales and Use Tax. The VENDOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the VENDOR authorized to use the VILLAGE'S Tax Exemption Number in securing such materials.

7. Indemnification. Regardless of the coverage provided by any insurance, VENDOR shall indemnify, save harmless and defend the VILLAGE, its agents, servants or employees from and

against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the VENDOR, its subcontractors, agents, servants, or employees during the course of performing services or caused by the goods provided pursuant to the Stuart Contract and this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the VILLAGE and VENDOR have caused this Agreement to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST

Susan Caljean, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

VENDOR: **ALLIED UNIVERSAL CORPORATION**

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by _____, as _____ of Allied Universal Corporation, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____
My commission expires: _____



Village of Palm Springs

Executive Brief

AGENDA DATE: September 8, 2016

DEPARTMENT: Public Services

ITEM #10: Approve Task Order #205 - Professional Engineering Services – Library HVAC System Improvements Design and Construction Documents – Calvin, Giordano & Associates

SUMMARY: The Public Service Department is requesting approval of Task Order #205 with Calvin, Giordano & Associates for the engineering design of the Library's Heating Ventilation and Air Conditioning (HVAC) System Improvement.

Currently, the Library's HVAC system is comprised of nine (9) compressor units supplying refrigerant to seven (7) air handlers which send cooled air to various parts of the Library. Only three of these components are less than ten years old, and one air handler is actually 28 years old - far beyond the normal life of air conditioning system components.

The Library's system was evaluated by a consultant, Johnson, Levinson, Ragan, Davila, Inc. (JLDA), to identify the different options for replacing (and properly constructing) the air conditioning system within the Village of Palm Springs Library HVAC Assessment Report. The report recommends the Village convert to a capacity consolidation system based on the analysis of expected energy costs savings that would be experienced.

Staff recommends the approval of Task Order #205 with Calvin, Giordano & Associates in the amount of \$50,032.50 for design, specifications, bidding and construction administration for the Library HVAC System Improvements. It is estimated that the design work will take approximately four (4) months from the date the Task Order is authorized.

The proposed Change Order has been prepared by Calvin, Giordano & Associates and has been reviewed by the Acting Public Service Director.

FISCAL IMPACT:

Funding to support this Task Order is proposed within the FY 2017 Budget – General Fund - Machinery and Equipment.

ATTACHMENTS:

1. HVAC Assessment Report - Johnson, Levinson, Ragan, Davila, Inc.
2. Energy Cost Comparison of Options

3. Memo outlining the various Library HVAC options - David Harden, Acting Public Service Director
4. Proposed Task Order #205 – Engineering Design Services – Library HVAC Improvements - Calvin, Giordano & Associates

**VILLAGE OF PALM SPRINGS
PUBLIC LIBRARY**

HVAC ASSESSMENT REPORT

Prepared by:



**JOHNSON, LEVINSON,
RAGAN, DAVILA, INC.**
CONSULTING ENGINEERS

1450 Centrepark Boulevard, Suite 350
West Palm Beach, FL 33401
(561) 689-2303 • (561) 689-2302 Fax
www.jlrdinc.com

**VILLAGE OF PALM SPRINGS
PUBLIC LIBRARY
HVAC ASSESSMENT REPORT**

JULY 19, 2016

TABLE OF CONTENTS

SECTION 1	EXECUTIVE SUMMARY	3
SECTION 2	OBSERVATIONS.....	4
SECTION 2.1	FACILITY DESCRIPTION	4
SECTION 2.2	EXISTING MECHANICAL EQUIPMENT	4
SECTION 2.3	CAPACITY EVALUATION	6
SECTION 3	RECOMMENDATIONS.....	6
SECTION 3.1	REMEDATION MEASURES.....	7
SECTION 3.2	EQUIPMENT REPLACEMENT OPTIONS.....	7
SECTION 3.3	BUDGETARY PRICING.....	9
SECTION 4	APPENDIX.....	10
APPENDIX 'A'	COOLING LOAD CALCULATIONS	

SECTION 1 EXECUTIVE SUMMARY

The purpose of this report is to provide an evaluation of the cooling systems and air distribution serving the Village of Palm Springs Public Library in Palm Springs, FL. This report will provide an overview of the facility's air conditioning systems as they are configured today. The goal of this evaluation is to determine the condition of the existing systems and provide recommendations to improve cooling performance based on the deficiencies found.

JLRD reviewed the Library's air conditioning systems through an on-site survey. JLRD also met with facility management staff and collected data and details available about the operating conditions and loads in place for the facility.

A capacity evaluation was performed for the facility which indicated that the available cooling was not being directed to the spaces that need it the most. A list of remediation measures has been provided for the existing equipment and installations. Equipment replacement options and budgetary pricing were also developed for consideration as the majority of the equipment is due for age-related replacement. The first option is a direct replacement of the existing split system air conditioning systems, the second option consolidates the existing units into larger systems, and the third option proposes installing an air-cooled chiller plant in lieu of split system air conditioners. The direct replacement option is the least expensive that maintains the same level of comfort control currently in the facility. However, if higher energy efficiency is desired, the consolidation option and the chilled water system should also be given consideration.

SECTION 2 OBSERVATIONS

2.1 FACILITY DESCRIPTION

The information detailed below was obtained from documents provided by facility management staff and from data collected during a site visit conducted on June 30, 2016. JLRD met with facility management staff and reviewed the existing mechanical systems and the current ongoing effort to maintain proper air conditioning. The Library is located at 217 Cypress Lane in Palm Springs, FL. The facility totals approximately 9000 square feet and consists of several Adult Library Sections, Children's Library, Multi-purpose Room, Staff Workroom, Break Room, and some offices.

2.2 EXISTING MECHANICAL EQUIPMENT

The Library is cooled by seven (7) split system air handling units (AHU). Six (6) AHUs are located in elevated mechanical mezzanines and one (1) AHU is located in a mechanical closet. Each air handling unit is ducted for both supply air and return air for the area being served. Each AHU has its refrigerant circuits piped into one or two condensing units (CU) for heat rejection. All of the condensing units are located outside the building in a mechanical equipment yard.

The following information was recorded from the mechanical equipment:

Unit Tag	Manufacturer	Model #	Serial #	Mfg. Date
AHU-1	American Standard / Trane	TWE120B300BB	J41172157	10/1994
CU-1A	Goodman	N/A	1307135156	07/2013
CU-1B	Nordyne	JS5BD-060KA	JSF130504924	05/2013
AHU-2	Ruud	UBHA-17J07SFDAI	T M0200 01628	01/2000
CU-2	Ruud	UAKB-036CAZ	7008 M3205 16997	08/2005
AHU-3	Ruud	UBHA-17J07SFDAI	T M0200 01599	01/2000
CU-3	Ruud	UAKB-036CAZ	7008 M3205 17000	08/2005
AHU-4	Ruud	UBHA-17J07SFDAI	T M0200 01615	01/2000
CU-4	Ruud	UAKB-036CAZ	7008 M3205 16999	08/2005
AHU-A	Trane	BTE120B100GA	C04173800	1988
CU-A1	Ruud	UAKA-048JAZ	5432 M0501 07283	02/2001
CU-A2	Ruud	UAKA-048JAZ	5432 M0501 07252	02/2001
AHU-B	American Standard / Trane	TWE065E13FA1	M315PRB0V	08/1997
CU-B	Ruud	UAND-048JAZ	7303 M3408 09579	08/2008
AHU-C	American Standard / Trane	TWE060C15FD0	3205MHL1V	05/2003
CU-C	Trane	2TTB0060A1000AA	3073ST93F	02/2003

The AHUs appear to be installed and maintained properly with adequate access clearances. All of the AHUs appeared to be in excellent condition for their age. Air distribution from the air handling units was generally well distributed with the supply diffusers in the areas being served. The return air grilles are more centrally located at the walls of the mechanical mezzanines and do not necessarily provide a direct

return air path to the air handling units. The Library Office and Private Rooms served by AHU-2 do not have return air grilles and the only return air path is currently through the open doors for each room. The return air path for AHU-1, 2, & 4 is through a common duct header with a single 48"x48" return grille located in the North Lobby adjacent to the exterior doors. Additionally, these units may be drawing in warmer outdoor air frequently due to the return grille's proximity to the exterior doors. It was also noted that the Director's Office was found to not have any available cooling despite having a supply and return grille installed.

Outside air for ventilation and pressurization appears to be provided at a minimum. Only AHU-B appears to have ductwork connected to an outdoor air intake louver. There does not appear to be any other means of providing code required ventilation air into the Library. The pressurization of the space is also neutral relative to the outdoors. A positive pressurization is desirable to reduce humidity and contaminant infiltration into the facility.

The CUs are installed in very close proximity of one another and do not have adequate clearances for airflow. The minimum clearance requirement between a condensing unit and an obstruction is 2 feet, with recommended clearances at 3 feet or more. Between two condensing units, the minimum clearance requirement is 4 feet, with ideal clearances at 6 feet or more. Most of the condensing units only have 1 foot of side clearance to a solid wall which surrounds the mechanical equipment yard. Between condensing units, the clearances were typically found to be between 1 and 2 feet.

Refrigerant piping in the mechanical equipment yard was found to have inadequate insulation. Most of the refrigerant piping was exposed with insulation falling off or completely deteriorated.

Split system air conditioning units have a typical useful life expectancy of 15 years. All of the AHUs have either already exceeded their useful life expectancy or will do so within the next two years. With the exception of CU-A1, CU-A2, and CU-C, the CUs have not yet reached the end of their useful life expectancy. However, since all of the equipment operates on R-22 refrigerant, their associated maintenance costs are expected to be vulnerable to cost increases related to the phase-out of the refrigerant and decrease in availability.

For AHU-1, A, & B the air handlers are manufacturer mismatched with their respective condensing units. While this may not always cause issues, it is always recommended to have matched indoor and outdoor units to provide the best efficiencies and prevent premature failures. Differences in manufacturers between the air handler and the condensing unit typically only face energy efficiency issues. However, a capacity mismatch can often cause premature equipment failure as well. Units AHU-A, and AHU-B were found to have higher capacities than their associated condensing units, which can result additional run time on the air handlers and reduce lifespan of the motors and fans.

2.3 CAPACITY EVALUATION

Cooling load calculations were performed to compare the capacity of the existing air handling units with what each area required for cooling. The results of the capacity evaluation are summarized in the table below. Cooling load calculation tables are provided as Appendix 'A' for reference.

Unit Tag	Areas Served	Capacity	Calculated Cooling Load	Difference
AHU-1	Lobby, Adult Library	10 Tons	13.3 Tons	-3.3 Tons
AHU-2	Library Office, Private Rooms	3 Tons	0.5 Tons	+2.5 Tons
AHU-3	Staff Workroom	3 Tons	1.1 Tons	+1.9 Tons
AHU-4	Children's Library	3 Tons	4.4 Tons	-1.4 Tons
AHU-A	Multi-purpose Room, Back Office	8 Tons*	3.5 Tons	+4.5 Tons
AHU-B	Director's Office, Break Room, Library Addition 1	4 Tons*	7.5 Tons	-3.5 Tons
AHU-C	Library Addition 2	5 Tons	6.7 Tons	-1.7 Tons
Total	-	36 Tons	37 Tons	-1 Tons

*Derated for reduced capacity of associated condensing unit(s).

Overall, the cooling load calculations indicate that there is sufficient capacity installed in the Library. However, the distribution of the available cooling throughout the spaces is far from ideal, with no AHUs actually providing an appropriate amount of cooling to the areas it is serving.

SECTION 3 RECOMMENDATIONS

3.1 REMEDIATION MEASURES

Based on the above observations, JLRD suggests the following no- or low-cost recommendations to remediate the existing air conditioning installation:

- Confirm that the ceiling supply diffuser and return grilles in the Director's Office are connected, unobstructed, and that any dampers between the AHU-B fan and the diffuser and return grilles are fully open.
- Perform testing and balancing for all fans and air outlets to confirm that all spaces are achieving required airflows. At the very least, the airflows should be based on the CFM values indicated on the as-built drawings.
- Install door louvers or extend return air ductwork and install return grilles at the Library Office and the two Private Rooms adjacent to the Children's Library.
- Install and tie-in outside air ductwork to the return duct of each AHU to improve ventilation, indoor air quality, and facility pressurization.
- Consider replacing the solid wall around the condensing units with a chain-link fence to allow for better airflow. Relocating the condensers to create more separation between them would also be ideal, however, the current allocated area for the mechanical equipment yard appears to be too limited.
- Furnish and install new installation for all of the outdoor exposed suction-side refrigerant piping.

3.2 EQUIPMENT REPLACEMENT OPTIONS

As the air handling units continue to operate beyond their useful life expectancy, the costs of maintaining the existing equipment are expected to rise as components become more prone to failure and replacement parts become more difficult to procure. It is recommended that all air handlers and condensing units that are approaching or have already exceeded a useful life expectancy of 15 years be considered for replacement. The equipment replacement paths have been broken out into a DX Direct Replacement Option, DX Capacity Consolidation Option, and Chilled Water Replacement Option.

3.2.1 DX Direct Replacement Option

The direct replacement option proposes that equipment will be replaced in a 1-for-1 basis in similar locations. Equipment capacities are expected to remain the same except for areas where the existing unit has less capacity than the calculated cooling load, in which case, the replacement unit shall be sized to meet the calculated cooling load. New equipment would be based on modern refrigerants (R-410A or R-407C) and thus would require the replacement of all condensing units and refrigerant piping as well. New electrical wiring and refrigerant piping could be roughed-in prior to demolition to reduce the down-time experienced in the facility.

This approach would provide the lowest first cost and least impact to operations, but is the least energy efficient option. It also does not reduce the quantity of assets requiring maintenance.

3.2.2 DX Capacity Consolidation Option

The capacity consolidation option proposes utilizing two (2) new larger capacity split system air conditioning systems to replace all of the existing equipment. In the West mechanical mezzanine, existing units AHU-B and AHU-C would be replaced by a new 15-ton air handling unit. In the East mechanical mezzanine, existing units AHU-1, 2, 3, 4, & A would be replaced by a new 25-ton air handling unit. The new air handlers would be equipped with variable speed fans and refrigerant capacity control valves to improve energy efficiency at low load conditions. The existing ductwork would be reconfigured with new variable air volume (VAV) terminal units to provide individual zone temperature control. In the mechanical equipment yard, the equipment would be consolidated from 9 existing condensing units down to 3 or 4 new larger capacity condensing units.

This approach would provide a more expensive first cost and significant impact to operations as the existing equipment demolition would need to be phased such that at least half of the Library would be without air conditioning as the mechanical mezzanines are reconfigured. However, the variable air volume fans and terminal boxes would provide for greater comfort control and improved energy efficiency.

3.2.3 Chilled Water Replacement Option

The chilled water replacement option proposes installing an air-cooled chiller with reciprocating hermetic compressors and propeller-type condenser fans in the mechanical equipment yard. A two-pipe system with variable speed pumps and expansion tank shall distribute chilled water to the East and West mechanical mezzanines. A new 15-ton chilled water fan coil unit would be installed in the West mechanical mezzanine and a new 25-ton chilled water fan coil unit would be installed in the East mechanical mezzanine. The new air handlers would be equipped with variable speed fans and chilled water flow control valves to improve energy efficiency at low load conditions. The existing ductwork would be reconfigured with new VAV terminal units to provide individual zone temperature control.

This approach would provide the highest first cost and significant impact to operations as demolition of the mechanical equipment yard would need to occur prior any of the new installation scope, leaving the facility without air conditioning until the new system is installed. However, the variable volume fans, pumps, and terminal boxes would provide for greater comfort control and best energy efficiency. It may also be worth considering that the chilled water system introduces a single point of failure in having only one chiller, despite chilled water systems typically requiring less maintenance than split system air conditioners.

3.3 BUDGETARY PRICING

The following table summarizes budgetary pricing values for the equipment replacement options. Since no detailed design work has been initiated, the cost estimates that have been performed are preliminary and should be considered a Rough Order of Magnitude. As an example, pipe layouts/sizing has not been performed, existing conditions that might impact the installation ascertained, and additional detailed design performed that could impact the cost.

Equipment Replacement Option	Budget Cost
DX Direct Replacement	\$70,000
DX Capacity Consolidation	\$145,000
Chilled Water Replacement	\$170,000

SECTION 4 APPENDIX

APPENDIX 'A' COOLING LOAD CALCULATIONS

APPENDIX 'A'

COOLING LOAD CALCULATIONS

System Checksums

By JLRD ENGINEERS

AHU-1

Packaged Terminal Air Conditioner

COOLING COIL PEAK				CLG SPACE PEAK				HEATING COIL PEAK			TEMPERATURES			
Peaked at Time:		Mo/Hr: 8 / 15		Mo/Hr: Sum of		Mo/Hr: Heating Design			Cooling			Heating		
Outside Air:		OADB/WB/HR: 92 / 79 / 130		OADB: Peaks		OADB: 45			SADB			Ra Plenum		
Space Sens. + Lat.	Plenum Sens. + Lat.	Net Total	Percent Of Total (%)	Space Sensible	Percent Of Total (%)	Space Peak	Coil Peak	Percent Of Total	Return <th>Ret/OA <th>Fn MtrTD <th>Fn BldTD <th>Fn Frict </th></th></th></th>	Ret/OA <th>Fn MtrTD <th>Fn BldTD <th>Fn Frict </th></th></th>	Fn MtrTD <th>Fn BldTD <th>Fn Frict </th></th>	Fn BldTD <th>Fn Frict </th>	Fn Frict	
Btu/h	Btu/h	Btu/h		Btu/h		Btu/h	Btu/h		75.0	77.2	0.0	0.0	0.0	
Envelope Loads				Envelope Loads										
Skylite Solar	0	0	0	0	0	0	0	0.00	75.0	77.3	0.0	0.0	0.0	
Skylite Cond	0	0	0	0	0	0	0	0.00	75.0	70.0	0.0	0.0	0.0	
Roof Cond	4,417	0	4,417	3	1,033	1	-6,094	9.91	77.2	66.8	0.0	0.0	0.0	
Glass Solar	25,604	0	25,604	16	34,189	29	0	0.00	0.0	0.0	0.0	0.0	0.0	
Glass/Door Cond	4,961	0	4,961	3	2,377	2	-11,498	18.70	0.0	0.0	0.0	0.0	0.0	
Wall Cond	37,651	0	37,651	24	44,596	38	-24,997	40.65	0.0	0.0	0.0	0.0	0.0	
Partition/Door	0	0	0	0	0	0	0	0.00	0.0	0.0	0.0	0.0	0.0	
Floor	0	0	0	0	0	0	0	0.00	0.0	0.0	0.0	0.0	0.0	
Adjacent Floor	0	0	0	0	0	0	0	0.00	0.0	0.0	0.0	0.0	0.0	
Infiltration	0	0	0	0	0	0	0	0.00	0.0	0.0	0.0	0.0	0.0	
Sub Total ==>	72,633	0	72,633	45	82,194	70	-42,589	69.26						
Internal Loads				Internal Loads										
Lights	9,568	0	9,568	6	9,568	8	0	0.00						
People	28,862	0	28,862	18	17,128	15	0	0.00						
Misc	8,191	0	8,191	5	8,191	7	0	0.00						
Sub Total ==>	46,622	0	46,622	29	34,887	30	0	0.00						
Ceiling Load	0	0	0	0	0	0	0	0.00						
Ventilation Load	0	0	40,743	25	0	0	-18,902	30.74						
Adj Air Trans Heat	0	0	0	0	0	0	0	0						
Dehumid. Ov Sizing	0	0	0	0	0	0	0	0.00						
Ov/Undr Sizing	0	0	0	0	0	0	0	0.00						
Exhaust Heat	0	0	0	0	0	0	0	0.00						
Sup. Fan Heat	0	0	0	0	0	0	0	0.00						
Ret. Fan Heat	0	0	0	0	0	0	0	0.00						
Duct Heat Pkup	0	0	0	0	0	0	0	0.00						
Underflr Sup Ht Pkup	0	0	0	0	0	0	0	0.00						
Supply Air Leakage	0	0	0	0	0	0	0	0.00						
Grand Total ==>	119,254	0	159,998	100.00	117,081	100.00	-42,589	100.00						

AIRFLOWS		
	Cooling	Heating
Diffuser	5,252	5,252
Terminal	5,252	5,252
Main Fan	5,252	5,252
Sec Fan	0	0
Nom Vent	678	678
AHU Vent	678	678
Infil	0	0
MinStop/Rh	0	0
Return	5,252	5,252
Exhaust	678	678
Rm Exh	0	0
Auxiliary	0	0
Leakage Dwn	0	0
Leakage Ups	0	0

ENGINEERING CKS		
	Cooling	Heating
% OA	12.9	12.9
cfm/ft²	1.69	1.69
cfm/ton	393.87	
ft²/ton	233.63	
Btu/hr-ft²	51.36	-19.74
No. People	69	

COOLING COIL SELECTION										
	Total Capacity		Sens Cap.	Coil Airflow	Enter DB/WB/HR			Leave DB/WB/HR		
	ton	MBh	MBh	cfm	°F	°F	gr/lb	°F	°F	gr/lb
Main Clg	13.3	160.0	118.9	5,252	77.0	63.8	67.7	55.0	53.6	59.2
Aux Clg	0.0	0.0	0.0	0	0.0	0.0	0.0	0.0	0.0	0.0
Opt Vent	0.0	0.0	0.0	0	0.0	0.0	0.0	0.0	0.0	0.0
Total	13.3	160.0								

AREAS			
	Gross Total	Glass	
		ft²	(%)
Floor	3,115		
Part	0		
Int Door	0		
ExFlr	0		
Roof	3,115	0	0
Wall	2,160	436	20
Ext Door	0	0	0

HEATING COIL SELECTION				
	Capacity	Coil Airflow	Ent	Lvg
	MBh	cfm	°F	°F
Main Htg	-61.5	5,252	66.8	77.3
Aux Htg	0.0	0	0.0	0.0
Preheat	0.0	0	0.0	0.0
Humidif	0.0	0	0.0	0.0
Opt Vent	0.0	0	0.0	0.0
Total	-61.5			

System Checksums

By JLRD ENGINEERS

AHU-3

Packaged Terminal Air Conditioner

COOLING COIL PEAK				CLG SPACE PEAK				HEATING COIL PEAK			TEMPERATURES			
Peaked at Time:		Mo/Hr: 7 / 19		Mo/Hr: Sum of		Mo/Hr: Heating Design			Cooling			Heating		
Outside Air:		OADB/WB/HR: 87 / 76 / 120		OADB: Peaks		OADB: 45			SADB			Ra Plenum		
Space Sens. + Lat.	Plenum Sens. + Lat.	Net Total	Percent Of Total (%)	Space Sensible	Percent Of Total (%)	Space Peak	Coil Peak	Percent Of Total	Return <th>Ret/OA <th>Fn MtrTD <th>Fn BldTD <th>Fn Frict </th></th></th></th>	Ret/OA <th>Fn MtrTD <th>Fn BldTD <th>Fn Frict </th></th></th>	Fn MtrTD <th>Fn BldTD <th>Fn Frict </th></th>	Fn BldTD <th>Fn Frict </th>	Fn Frict	
Btu/h	Btu/h	Btu/h	(%)	Btu/h	(%)	Btu/h	Tot Sens Btu/h	(%)	75.0	77.0	0.0	0.0	0.0	
Envelope Loads				Envelope Loads										
Skylite Solar	0	0	0	0	0	Skylite Solar	0	0.00						
Skylite Cond	0	0	0	0	0	Skylite Cond	0	0.00						
Roof Cond	2,018	0	2,018	15	1,960	23	Roof Cond	-1,330	-1,330	25.50				
Glass Solar	0	0	0	0	0	Glass Solar	0	0.00						
Glass/Door Cond	0	0	0	0	0	Glass/Door Cond	0	0.00						
Wall Cond	2,579	0	2,579	20	2,716	31	Wall Cond	-2,088	-2,088	40.01				
Partition/Door	0	0	0	0	0	Partition/Door	0	0.00						
Floor	0	0	0	0	0	Floor	0	0.00						
Adjacent Floor	0	0	0	0	0	Adjacent Floor	0	0.00						
Infiltration	0	0	0	0	0	Infiltration	0	0.00						
Sub Total ==>	4,597	0	4,597	35	4,676	54	Sub Total ==>	-3,418	-3,418	65.51				
Internal Loads				Internal Loads										
Lights	2,089	0	2,089	16	2,089	24	Lights	0	0	0.00				
People	2,140	0	2,140	16	1,189	14	People	0	0	0.00				
Misc	683	0	683	5	683	8	Misc	0	0	0.00				
Sub Total ==>	4,911	0	4,911	38	3,960	46	Sub Total ==>	0	0	0.00				
Ceiling Load	0	0	0	0	0	0	Ceiling Load	0	0	0.00				
Ventilation Load	0	0	3,513	27	0	0	Ventilation Load	0	-1,800	34.49				
Adj Air Trans Heat	0	0	0	0	0	0	Adj Air Trans Heat	0	0	0				
Dehumid. Ov Sizing	0	0	0	0	0	0	Ov/Undr Sizing	0	0	0.00				
Ov/Undr Sizing	0	0	0	0	0	0	Exhaust Heat	0	0	0.00				
Exhaust Heat	0	0	0	0	0	0	OA Preheat Diff.	0	0	0.00				
Sup. Fan Heat	0	0	0	0	0	0	RA Preheat Diff.	0	0	0.00				
Ret. Fan Heat	0	0	0	0	0	0	Additional Reheat	0	0	0.00				
Duct Heat Pkup	0	0	0	0	0	0	Underflr Sup Ht Pkup	0	0	0.00				
Underflr Sup Ht Pkup	0	0	0	0	0	0	Supply Air Leakage	0	0	0.00				
Supply Air Leakage	0	0	0	0	0	0								
Grand Total ==>	9,508	0	13,021	100.00	8,636	100.00	Grand Total ==>	-3,418	-5,218	100.00				

	Cooling	Heating
SADB	55.0	77.9
Ra Plenum	75.0	70.0
Return	75.0	70.0
Ret/OA	77.0	65.8
Fn MtrTD	0.0	0.0
Fn BldTD	0.0	0.0
Fn Frict	0.0	0.0

AIRFLOWS		
	Cooling	Heating
Diffuser	387	387
Terminal	387	387
Main Fan	387	387
Sec Fan	0	0
Nom Vent	65	65
AHU Vent	65	65
Infil	0	0
MinStop/Rh	0	0
Return	387	387
Exhaust	65	65
Rm Exh	0	0
Auxiliary	0	0
Leakage Dwn	0	0
Leakage Ups	0	0

ENGINEERING CKS		
	Cooling	Heating
% OA	16.7	16.7
cfm/ft²	0.57	0.57
cfm/ton	356.99	
ft²/ton	626.67	
Btu/hr-ft²	19.15	-7.67
No. People	5	

COOLING COIL SELECTION										
	Total Capacity		Sens Cap. MBh	Coil Airflow cfm	Enter DB/WB/HR			Leave DB/WB/HR		
	ton	MBh			°F	°F	gr/lb	°F	°F	gr/lb
Main Clg	1.1	13.0	9.4	387	77.0	64.6	71.4	55.0	53.4	58.5
Aux Clg	0.0	0.0	0.0	0	0.0	0.0	0.0	0.0	0.0	0.0
Opt Vent	0.0	0.0	0.0	0	0.0	0.0	0.0	0.0	0.0	0.0
Total	1.1	13.0								

AREAS			
	Gross Total	Glass ft²	(%)
Floor	680		
Part	0		
Int Door	0		
ExFlr	0		
Roof	680	0	0
Wall	144	0	0
Ext Door	0	0	0

HEATING COIL SELECTION				
	Capacity MBh	Coil Airflow cfm	Ent °F	Lvg °F
Main Htg	-5.2	387	65.8	77.9
Aux Htg	0.0	0	0.0	0.0
Preheat	0.0	0	0.0	0.0
Humidif	0.0	0	0.0	0.0
Opt Vent	0.0	0	0.0	0.0
Total	-5.2			

System Checksums

By JLRD ENGINEERS

AHU-4

Packaged Terminal Air Conditioner

COOLING COIL PEAK				CLG SPACE PEAK				HEATING COIL PEAK			TEMPERATURES			
Peaked at Time:		Mo/Hr: 12 / 14		Mo/Hr: Sum of		Mo/Hr: Heating Design			Cooling			Heating		
Outside Air:		OADB/WB/HR: 80 / 68 / 83		OADB: Peaks		OADB: 45			SADB			Ra Plenum		
Space Sens. + Lat.	Plenum Sens. + Lat	Net Total	Percent Of Total (%)	Space Sensible	Percent Of Total (%)	Space Peak	Coil Peak	Percent Of Total	Return	Ret/OA	Fn MtrTD	Fn BldTD	Fn Frict	
Btu/h	Btu/h	Btu/h	(%)	Btu/h	(%)	Btu/h	Btu/h	(%)	Btu/h	Btu/h	Btu/h	Btu/h	Btu/h	
Envelope Loads				Envelope Loads										
Skylite Solar	0	0	0	0	0	0	0	0.00						
Skylite Cond	0	0	0	0	0	0	0	0.00						
Roof Cond	20	0	20	0	20	0	-2,269	13.88						
Glass Solar	21,241	0	21,241	40	21,241	43	0	0.00						
Glass/Door Cond	908	0	908	2	908	2	-6,408	39.20						
Wall Cond	12,213	0	12,213	23	12,213	25	-7,670	46.92						
Partition/Door	0	0	0	0	0	0	0	0.00						
Floor	0	0	0	0	0	0	0	0.00						
Adjacent Floor	0	0	0	0	0	0	0	0						
Infiltration	0	0	0	0	0	0	0	0.00						
Sub Total ==>	34,382	0	34,382	65	34,382	70	-16,348	100.00						
Internal Loads				Internal Loads										
Lights	3,563	0	3,563	7	3,563	7	0	0.00						
People	9,280	0	9,280	18	5,684	12	0	0.00						
Misc	5,461	0	5,461	10	5,461	11	0	0.00						
Sub Total ==>	18,304	0	18,304	35	14,708	30	0	0.00						
Ceiling Load	0	0	0	0	0	0	0	0.00						
Ventilation Load	0	0	0	0	0	0	0	0.00						
Adj Air Trans Heat	0	0	0	0	0	0	0	0						
Dehumid. Ov Sizing	0	0	0	0	0	0	0	0.00						
Ov/Undr Sizing	0	0	0	0	0	0	0	0.00						
Exhaust Heat	0	0	0	0	0	0	0	0.00						
Sup. Fan Heat	0	0	0	0	0	0	0	0.00						
Ret. Fan Heat	0	0	0	0	0	0	0	0.00						
Duct Heat Pkup	0	0	0	0	0	0	0	0.00						
Underflr Sup Ht Pkup	0	0	0	0	0	0	0	0.00						
Supply Air Leakage	0	0	0	0	0	0	0	0.00						
Grand Total ==>	52,686	0	52,686	100.00	49,090	100.00	-16,348	100.00						

	Cooling	Heating
SADB	55.0	76.7
Ra Plenum	75.0	70.0
Return	75.0	70.0
Ret/OA	75.0	70.0
Fn MtrTD	0.0	0.0
Fn BldTD	0.0	0.0
Fn Frict	0.0	0.0

AIRFLOWS		
	Cooling	Heating
Diffuser	2,202	2,202
Terminal	2,202	2,202
Main Fan	2,202	2,202
Sec Fan	0	0
Nom Vent	0	0
AHU Vent	0	0
Infil	0	0
MinStop/Rh	0	0
Return	2,202	2,202
Exhaust	0	0
Rm Exh	0	0
Auxiliary	0	0
Leakage Dwn	0	0
Leakage Ups	0	0

ENGINEERING CKS		
	Cooling	Heating
% OA	0.0	0.0
cfm/ft²	1.90	1.90
cfm/ton	501.51	
ft²/ton	264.21	
Btu/hr-ft²	45.42	-14.09
No. People	23	

COOLING COIL SELECTION										
	Total Capacity		Sens Cap. MBh	Coil Airflow cfm	Enter DB/WB/HR			Leave DB/WB/HR		
	ton	MBh			°F	°F	gr/lb	°F	°F	gr/lb
Main Clg	4.4	52.7	49.1	2,202	75.0	60.5	55.6	55.0	52.1	53.2
Aux Clg	0.0	0.0	0.0	0	0.0	0.0	0.0	0.0	0.0	0.0
Opt Vent	0.0	0.0	0.0	0	0.0	0.0	0.0	0.0	0.0	0.0
Total	4.4	52.7								

AREAS			
	Gross Total	Glass ft²	(%)
Floor	1,160		
Part	0		
Int Door	0		
ExFlr	0		
Roof	1,160	0	0
Wall	772	243	31
Ext Door	0	0	0

HEATING COIL SELECTION				
	Capacity MBh	Coil Airflow cfm	Ent °F	Lvg °F
Main Htg	-16.4	2,202	70.0	76.7
Aux Htg	0.0	0	0.0	0.0
Preheat	0.0	0	0.0	0.0
Humidif	0.0	0	0.0	0.0
Opt Vent	0.0	0	0.0	0.0
Total	-16.4			

System Checksums

By JLRD ENGINEERS

AHU-A

Packaged Terminal Air Conditioner

COOLING COIL PEAK				CLG SPACE PEAK				HEATING COIL PEAK			TEMPERATURES			
Peaked at Time:		Mo/Hr: 7 / 12		Mo/Hr: Sum of		Mo/Hr: Heating Design			Cooling			Heating		
Outside Air:		OADB/WB/HR: 88 / 76 / 114		OADB: Peaks		OADB: 45			SADB			Ra Plenum		
	Space Sens. + Lat.	Plenum Sens. + Lat	Net Total	Percent Of Total (%)	Space Sensible	Percent Of Total (%)	Space Peak	Coil Peak	Percent Of Total	Return	Ret/OA	Fn MtrTD	Fn BldTD	Fn Frict
	Btu/h	Btu/h	Btu/h		Btu/h		Space Sens	Tot Sens		78.0	78.2	0.0	0.0	0.0
Envelope Loads				Envelope Loads										
	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
Skylite Solar	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
Skylite Cond	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
Roof Cond	0	1,547	1,547	4	0	0	0	-1,770	18.22	0.00	0.00	0.00	0.00	0.00
Glass Solar	1,583	0	1,583	4	1,583	5	0	0	0.00	0.00	0.00	0.00	0.00	0.00
Glass/Door Cond	498	0	498	1	498	2	0	-1,055	10.86	0.00	0.00	0.00	0.00	0.00
Wall Cond	6,798	4,204	11,002	27	6,798	23	0	-3,951	65.99	0.00	0.00	0.00	0.00	0.00
Partition/Door	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
Floor	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
Adjacent Floor	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
Infiltration	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total ==>	8,878	5,751	14,629	35	8,878	30	Sub Total ==>	-5,006	-9,236	95.07				
Internal Loads				Internal Loads										
Lights	3,072	0	3,072	7	3,072	11	0	0	0.00	0.00	0.00	0.00	0.00	0.00
People	16,629	0	16,629	40	10,150	35	0	0	0.00	0.00	0.00	0.00	0.00	0.00
Misc	6,143	0	6,143	15	6,143	21	0	0	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total ==>	25,844	0	25,844	62	19,365	66	Sub Total ==>	0	0	0.00				
Ceiling Load	953	-953	0	0	953	3	Ceiling Load	-754	0	0.00				
Ventilation Load	0	0	1,016	2	0	0	Ventilation Load	0	-529	5.45				
Adj Air Trans Heat	0	0	0	0	0	0	Adj Air Trans Heat	0	0	0				
Dehumid. Ov Sizing	0	0	0	0	0	0	Ov/Undr Sizing	0	0	0.00				
Ov/Undr Sizing	0	0	0	0	0	0	Exhaust Heat	50	-0.52	0.00				
Exhaust Heat	0	-63	-63	0	0	0	OA Preheat Diff.	0	0.00	0.00				
Sup. Fan Heat	0	0	0	0	0	0	RA Preheat Diff.	0	0.00	0.00				
Ret. Fan Heat	0	0	0	0	0	0	Additional Reheat	0	0.00	0.00				
Duct Heat Pkup	0	0	0	0	0	0	Underflr Sup Ht Pkup	0	0.00	0.00				
Underflr Sup Ht Pkup	0	0	0	0	0	0	Supply Air Leakage	0	0.00	0.00				
Supply Air Leakage	0	0	0	0	0	0	Grand Total ==>	-5,760	-9,715	100.00				
Grand Total ==>	35,676	4,735	41,427	100.00	29,196	100.00	Grand Total ==>	-5,760	-9,715	100.00				

AIRFLOWS		
	Cooling	Heating
Diffuser	1,310	1,310
Terminal	1,310	1,310
Main Fan	1,310	1,310
Sec Fan	0	0
Nom Vent	19	19
AHU Vent	19	19
Infil	0	0
MinStop/Rh	0	0
Return	1,310	1,310
Exhaust	19	19
Rm Exh	0	0
Auxiliary	0	0
Leakage Dwn	0	0
Leakage Ups	0	0

ENGINEERING CKS		
	Cooling	Heating
% OA	1.5	1.5
cfm/ft²	1.31	1.31
cfm/ton	379.34	
ft²/ton	289.67	
Btu/hr-ft²	41.43	-9.71
No. People	41	

COOLING COIL SELECTION										
	Total Capacity		Sens Cap. MBh	Coil Airflow cfm	Enter DB/WB/HR			Leave DB/WB/HR		
	ton	MBh			°F	°F	gr/lb	°F	°F	gr/lb
Main Clg	3.5	41.4	34.2	1,310	78.1	63.6	64.8	55.0	52.9	56.5
Aux Clg	0.0	0.0	0.0	0	0.0	0.0	0.0	0.0	0.0	0.0
Opt Vent	0.0	0.0	0.0	0	0.0	0.0	0.0	0.0	0.0	0.0
Total	3.5	41.4								

AREAS			
	Gross Total	Glass ft²	(%)
Floor	1,000		
Part	0		
Int Door	0		
ExFlr	0		
Roof	1,000	0	0
Wall	500	40	8
Ext Door	0	0	0

HEATING COIL SELECTION				
	Capacity MBh	Coil Airflow cfm	Ent °F	Lvg °F
Main Htg	-9.7	1,310	67.3	74.0
Aux Htg	0.0	0	0.0	0.0
Preheat	0.0	0	0.0	0.0
Humidif	0.0	0	0.0	0.0
Opt Vent	0.0	0	0.0	0.0
Total	-9.7			

System Checksums

By JLRD ENGINEERS

AHU-B

Packaged Terminal Air Conditioner

COOLING COIL PEAK					CLG SPACE PEAK					HEATING COIL PEAK					TEMPERATURES												
Peaked at Time:		Mo/Hr: 8 / 15			Mo/Hr: Sum of		Mo/Hr: Heating Design								Cooling	Heating											
Outside Air:		OADB/WB/HR: 92 / 79 / 130			OADB: Peaks		OADB: 45								SADB	55.0	76.5										
Space Sens. + Lat.	Plenum Sens. + Lat.	Net Total	Percent Of Total (%)	Space Sensible	Percent Of Total (%)	Space Peak	Coil Peak	Percent Of Total	Space Sens	Coil Peak	Percent Of Total	Return															
Btu/h	Btu/h	Btu/h	(%)	Btu/h	(%)	Btu/h	Tot Sens	(%)	Btu/h	Btu/h	(%)	Ret/OA															
Envelope Loads					Envelope Loads										Fn MtrTD	0.0	0.0										
Skylite Solar	0	0	0	0	0	Skylite Solar	0	0.00				Fn BldTD	0.0	0.0													
Skylite Cond	0	0	0	0	0	Skylite Cond	0	0.00				Fn Frict	0.0	0.0													
Roof Cond	1,636	517	2,153	2	326	0	-2,832	8.54				AIRFLOWS															
Glass Solar	18,564	0	18,564	21	25,829	39	0	0.00								Diffuser	2,991	2,991									
Glass/Door Cond	3,609	0	3,609	4	1,990	3	-7,991	24.09			Terminal					2,991	2,991										
Wall Cond	17,702	4,073	21,775	24	17,077	26	-11,415	41.96			Main Fan					2,991	2,991										
Partition/Door	0	0	0	0	0	0	0	0.00			Sec Fan					0	0										
Floor	0	0	0	0	0	0	0	0.00			Nom Vent					306	306										
Adjacent Floor	0	0	0	0	0	0	0	0.00			AHU Vent					306	306										
Infiltration	0	0	0	0	0	0	0	0.00			Infil					0	0										
Sub Total ==>	41,511	4,590	46,101	51	45,222	68	-21,557	74.58			MinStop/Rh					0	0										
																Return	2,991	2,991									
Internal Loads					Internal Loads										Exhaust	306	306										
Lights	4,515	0	4,515	5	4,515	7	0	0.00				Rm Exh	0	0													
People	14,256	0	14,256	16	8,732	13	0	0.00				Auxiliary	0	0													
Misc	8,191	0	8,191	9	8,191	12	0	0.00				Leakage Dwn	0	0													
Sub Total ==>	26,963	0	26,963	30	21,438	32	0	0.00				Leakage Ups	0	0													
												ENGINEERING CKS															
Ceiling Load	175	-175	0	0	172	0	-177	0.00								% OA	10.2	10.2									
Ventilation Load	0	0	17,333	19	0	0	-8,541	25.75								cfm/ft²	2.03	2.03									
Adj Air Trans Heat	0	0	0	0	0	0	0	0.00								cfm/ton	397.71										
Dehumid. Ov Sizing			0	0			0	0.00								ft²/ton	195.47										
Ov/Undr Sizing	0	0	0	0	0	0	108	-0.33								Btu/hr-ft²	61.39	-21.72									
Exhaust Heat		-151	-151	0			0	0.00								No. People	36										
Sup. Fan Heat		0	0	0			0	0.00								HEATING COIL SELECTION											
Ret. Fan Heat		0	0	0			0	0.00												Capacity	MBh	Coil Airflow	cfm	Ent	°F	Lvg	°F
Duct Heat Pkup		0	0	0			0	0.00												Main Htg	-31.9	2,991	66.9	76.5			
Underflr Sup Ht Pkup		0	0	0			0	0.00				Aux Htg	0.0	0	0.0					0.0							
Supply Air Leakage		0	0	0			0	0.00				Preheat	0.0	0	0.0					0.0							
Grand Total ==>	68,649	4,263	90,245	100.00	66,832	100.00	-21,734	-33,174	100.00			Humidif	0.0	0	0.0					0.0							
												Opt Vent	0.0	0	0.0					0.0							
												Total	-31.9														

COOLING COIL SELECTION										
	Total Capacity		Sens Cap.	Coil Airflow	Enter DB/WB/HR			Leave DB/WB/HR		
	ton	MBh	MBh	cfm	°F	°F	gr/lb	°F	°F	gr/lb
Main Clg	7.5	90.3	72.4	2,991	76.9	63.0	63.9	55.0	52.7	55.8
Aux Clg	0.0	0.0	0.0	0	0.0	0.0	0.0	0.0	0.0	0.0
Opt Vent	0.0	0.0	0.0	0	0.0	0.0	0.0	0.0	0.0	0.0
Total	7.5	90.3								

AREAS			
	Gross Total	Glass	(%)
		ft²	
Floor	1,470		
Part	0		
Int Door	0		
ExFlr	0		
Roof	1,470	0	0
Wall	1,274	303	24
Ext Door	0	0	0

HEATING COIL SELECTION				
	Capacity	Coil Airflow	Ent	Lvg
	MBh	cfm	°F	°F
Main Htg	-31.9	2,991	66.9	76.5
Aux Htg	0.0	0	0.0	0.0
Preheat	0.0	0	0.0	0.0
Humidif	0.0	0	0.0	0.0
Opt Vent	0.0	0	0.0	0.0
Total	-31.9			

System Checksums

By JLRD ENGINEERS

AHU-C

Packaged Terminal Air Conditioner

COOLING COIL PEAK				CLG SPACE PEAK				HEATING COIL PEAK			TEMPERATURES			
Peaked at Time:		Mo/Hr: 9 / 16		Mo/Hr: Sum of		Mo/Hr: Heating Design			Cooling			Heating		
Outside Air:		OADB/WB/HR: 90 / 77 / 119		OADB: Peaks		OADB: 45			SADB			Ra Plenum		
Space Sens. + Lat.	Plenum Sens. + Lat	Net Total	Percent Of Total (%)	Space Sensible	Percent Of Total (%)	Space Peak	Coil Peak	Percent Of Total	Return <th>Ret/OA <th>Fn MtrTD <th>Fn BldTD <th>Fn Frict </th></th></th></th>	Ret/OA <th>Fn MtrTD <th>Fn BldTD <th>Fn Frict </th></th></th>	Fn MtrTD <th>Fn BldTD <th>Fn Frict </th></th>	Fn BldTD <th>Fn Frict </th>	Fn Frict	
Btu/h	Btu/h	Btu/h	(%)	Btu/h	(%)	Btu/h	Tot Sens Btu/h	(%)	76.0	77.0	0.0	0.0	0.0	
Envelope Loads				Envelope Loads										
Skylite Solar	0	0	0	0	0	0	0	0.00	77.8	68.4	0.0	0.0	0.0	
Skylite Cond	0	0	0	0	0	0	0	0.00	76.0	69.4	0.0	0.0	0.0	
Roof Cond	231	720	952	1	231	0	-1,526	8.02	77.0	67.5	0.0	0.0	0.0	
Glass Solar	25,014	0	25,014	31	26,152	42	0	0.00	0.0	0.0	0.0	0.0	0.0	
Glass/Door Cond	1,820	0	1,820	2	1,701	3	-6,329	22.31	0.0	0.0	0.0	0.0	0.0	
Wall Cond	21,939	7,497	29,436	37	21,320	34	-10,864	49.23	0.0	0.0	0.0	0.0	0.0	
Partition/Door	0	0	0	0	0	0	0	0.00	0.0	0.0	0.0	0.0	0.0	
Floor	0	0	0	0	0	0	0	0.00	0.0	0.0	0.0	0.0	0.0	
Adjacent Floor	0	0	0	0	0	0	0	0.00	0.0	0.0	0.0	0.0	0.0	
Infiltration	0	0	0	0	0	0	0	0.00	0.0	0.0	0.0	0.0	0.0	
Sub Total ==>	49,004	8,217	57,221	71	49,404	79	-18,719	79.57						
Internal Loads				Internal Loads										
Lights	3,655	0	3,655	5	3,655	6	0	0.00						
People	7,530	0	7,530	9	4,539	7	0	0.00						
Misc	4,778	0	4,778	6	4,778	8	0	0.00						
Sub Total ==>	15,964	0	15,964	20	12,972	21	0	0.00						
Ceiling Load	363	-363	0	0	338	1	-210	0.00						
Ventilation Load	0	0	7,420	9	0	0	-5,867	20.68						
Adj Air Trans Heat	0	0	0	0	0	0	0	0						
Dehumid. Ov Sizing	0	0	0	0	0	0	0	0.00						
Ov/Undr Sizing	0	0	0	0	0	0	70	-0.25						
Exhaust Heat	0	-121	-121	0	0	0	0	0.00						
Sup. Fan Heat	0	0	0	0	0	0	0	0.00						
Ret. Fan Heat	0	0	0	0	0	0	0	0.00						
Duct Heat Pkup	0	0	0	0	0	0	0	0.00						
Underflr Sup Ht Pkup	0	0	0	0	0	0	0	0.00						
Supply Air Leakage	0	0	0	0	0	0	0	0.00						
Grand Total ==>	65,331	7,733	80,484	100.00	62,714	100.00	-18,929	100.00						

AIRFLOWS		
	Cooling	Heating
Diffuser	2,813	2,813
Terminal	2,813	2,813
Main Fan	2,813	2,813
Sec Fan	0	0
Nom Vent	211	211
AHU Vent	211	211
Infil	0	0
MinStop/Rh	0	0
Return	2,813	2,813
Exhaust	211	211
Rm Exh	0	0
Auxiliary	0	0
Leakage Dwn	0	0
Leakage Ups	0	0

ENGINEERING CKS		
	Cooling	Heating
% OA	7.5	7.5
cfm/ft²	2.36	2.36
cfm/ton	419.41	
ft²/ton	177.43	
Btu/hr-ft²	67.63	-22.43
No. People	18	

COOLING COIL SELECTION										
	Total Capacity		Sens Cap. MBh	Coil Airflow cfm	Enter DB/WB/HR			Leave DB/WB/HR		
	ton	MBh			°F	°F	gr/lb	°F	°F	gr/lb
Main Clg	6.7	80.5	72.0	2,813	76.6	61.8	59.1	55.0	51.9	52.5
Aux Clg	0.0	0.0	0.0	0	0.0	0.0	0.0	0.0	0.0	0.0
Opt Vent	0.0	0.0	0.0	0	0.0	0.0	0.0	0.0	0.0	0.0
Total	6.7	80.5								

AREAS			
	Gross Total	Glass ft²	(%)
Floor	1,190		
Part	0		
Int Door	0		
ExFlr	0		
Roof	1,190	0	0
Wall	1,218	240	20
Ext Door	0	0	0

HEATING COIL SELECTION				
	Capacity MBh	Coil Airflow cfm	Ent °F	Lvg °F
Main Htg	-26.7	2,813	67.5	76.0
Aux Htg	0.0	0	0.0	0.0
Preheat	0.0	0	0.0	0.0
Humidif	0.0	0	0.0	0.0
Opt Vent	0.0	0	0.0	0.0
Total	-26.7			

Economic Summary

Project Information

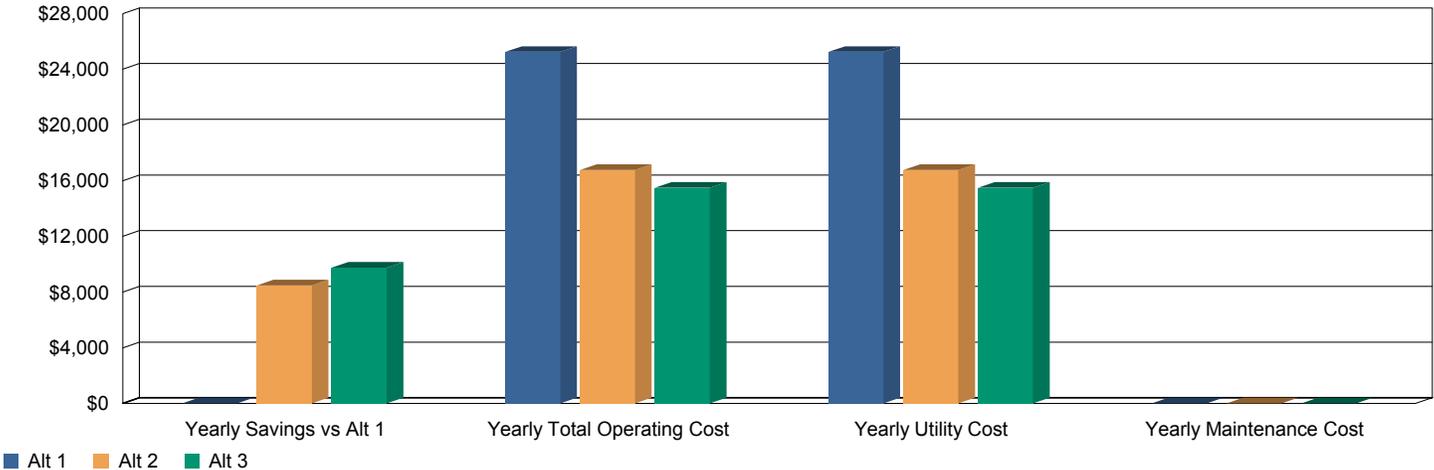
Location: Palm Springs, FL
 Project Name: Village of Palm Springs Public Library
 User:
 Company:
 Comments:

Study Life: 20 years
 Cost of Capital: 10 %
 Alternative 1: DX Direct Replacement
 Alternative 2: DX Consolidation
 Alternative 3: Air-cooled Chiller

Economic Comparison of Alternatives

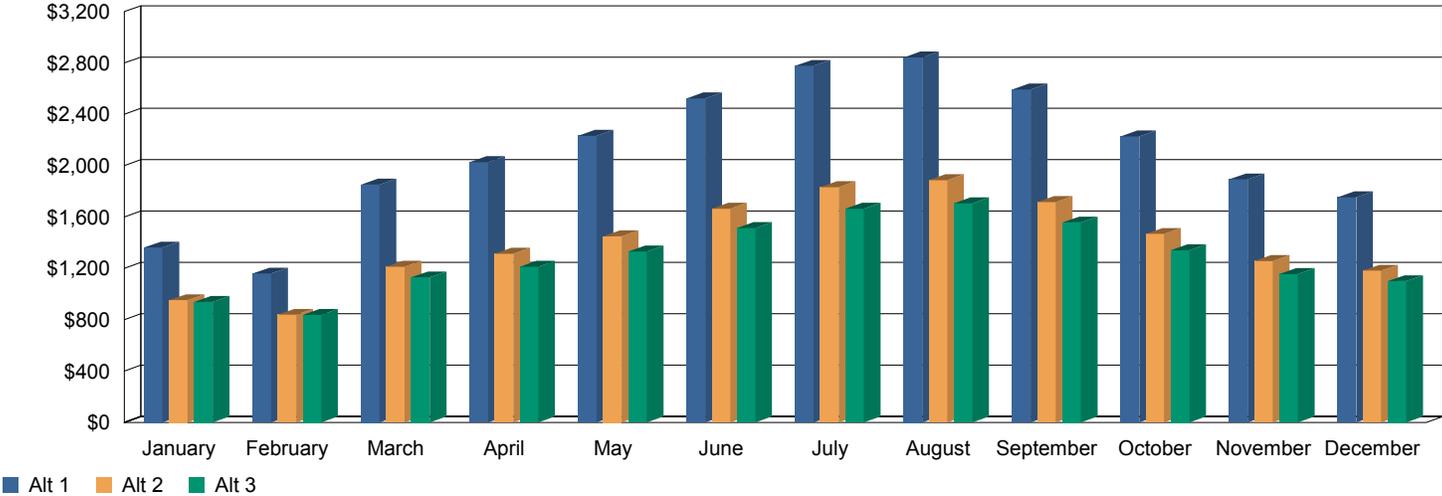
	Yearly Savings (\$)	First Cost Difference (\$)	Cumulative Cash Flow Difference (\$)	Simple Payback (yrs.)	Net Present Value (\$)	Life Cycle Payback (yrs.)	Internal Rate of Return (%)	Life Cycle Cost
Alt 2 vs Alt 1	8,476	75,000	94,512	8.8	-2,842	No Payback	9.4	-2,842.41
Alt 3 vs Alt 1	9,760	100,000	95,190	10.2	-16,912	No Payback	7.4	-16,911.82
Alt 3 vs Alt 2	1,284	25,000	678	19.5	-14,069	No Payback	0.3	-14,069.42

Annual Operating Costs



	Yearly Savings vs Alt 1	Yearly Total Operating Cost (\$)	Yearly Utility Cost (\$)	Yearly Maintenance Cost (\$)	Plant kWh/ton-hr
Alt 1	0	25,251	25,251	0	1.407
Alt 2	8,476	16,775	16,775	0	1.393
Alt 3	9,760	15,491	15,491	0	1.213

Monthly Utility Costs



Memo

To: Richard Reade, Village Manager
From: David Harden, Acting Public Service Director
cc: Suvi Manner
Date: July 21, 2016
Re: Library HVAC Improvements

In response to your request, I had our HVAC consultant calculate the probable cost savings which would result from the Capacity Consolidation and Chilled Water Replacement options versus one for one replacement of the current HVAC units at our library.

Spending an additional \$75,000 to implement the Capacity Consolidating option is expected to generate annual cost savings of \$8,476, giving a simple payback of 8.8 years. This option would require about half the library to be without air conditioning at one time while the equipment serving that area is replaced and the duct work modified.

The Chilled Water Replacement option would be expected to save \$9,750 annually, but requires spending an additional \$100,000 above the cost of replacing our existing equipment on a one for one basis. This amounts to a simple payback of 10.2 years. Implementing this option would also require shutting down the library to allow for at least one month with no air conditioning.

Also, if one looks at the cost of Chilled Water versus Consolidation, Chilled water costs an additional \$25,000 but only generates an additional annual savings of \$1,274. We see that the additional cost has a simple payback period of 19.6 years.

Considering the minimal additional savings resulting from installing a Chilled Water system and the short term impact on Library operations, I recommend that the Village implement the Capacity Consolidation option. I will ask Calvin, Giordano to give us a revised proposal for the engineering needed to implement that option.

The transmittal e-mail and Economic Summary from JLRD are attached for your reference.



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE TASK ORDER

DATE: _____

TASK ORDER NO. _____ 205 _____ FOR CONSULTING SERVICES

VILLAGE RFQ. NO. 2016-002 G/L CODE: 01771-56400

VILLAGE PROJECT NO. _____ Calvin, Giordano & Associates PROJECT NO 16-8649.5

PROJECT TITLE Library HVAC Improvements Construction Documents

This Task Order, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated March 24, 2016 approved via Resolution 2016-25.

I. PROJECT DESCRIPTION

The project is located at the south end of the Village of Palm Springs municipal complex at 217 Cypress Lane, Palm Springs, FL. The library building and its HVAC system have been expanded twice during the life of the building and the current system has areas that are cooled less effectively than they should be and have apparently insufficient air changes/hour. An assessment of the systems was conducted and the Village has selected the method of repair recommended by the engineer. This project will develop construction documents to address the following items.

- Field measure and prepare CAD drawings for use in the design and documentation process.
- Provide HVAC and Electrical design to remove all of the existing smaller DX AC Units and install two new larger Variable Air Volume DX Systems in the existing mechanical rooms.
- Investigate the existing structure of the mechanical mezzanines and evaluate for new loads.
- Prepare construction documents for demolition and repair/replacement of walls, ceilings, mechanical mezzanines and finishes to accommodate the new work.

TASK ORDER NO. 6

II. SCOPE OF SERVICES

PHASE I – STUDY AND REPORT PHASE

Not included in this Project

PHASE II – PRELIMINARY DESIGN PHASE (30%)

Services to be provided by CGA:

1. Attend meetings with Village Staff.
2. Coordination between Village Staff and S+A to facilitate the preparation of plans.

Services to be provided by CGA’s sub-consultant S+A:

1. Attend meetings with Village Staff.
2. Field measure and prepare CAD file base plans of the affected area for use in the development of the documentation for the new work.
3. Coordinate and interface with the necessary design consultants for Electrical, Mechanical and Structural engineering for document development.
4. Prepare schematic floor plans, elevations, sections and critical building details showing the relationship of project components for Owner approval.
5. Initiate Building Department and Fire Marshall project review discussion to receive their input regarding design review and necessary documentation.
6. Develop appropriate material selections and coordinate with manufacturers for Owner review and approval.

PHASE III – FINAL DESIGN PHASE (60% THRU 100%)

Services to be provided by CGA:

1. Attend meetings with Village Staff.
2. Coordination between Village Staff and S+A to facilitate the preparation of plans.

Services to be provided by CGA’s sub-consultant S+A:

1. Attend meetings with Village Staff.
2. Upon the Owner’s approval of the final Schematic Design deliverable, prepare working drawings and specifications describing in technical detail the construction work to be done: materials, equipment, workmanship and finishes required for work to be done.
3. Coordinate and interface with other consulting disciplines of Electrical, Mechanical and Structural engineering:
 - a. Attend periodic progress meetings with the Owner and Design Consultants.
 - b. Submit the Design Development documents (60% Documents) for Owner review and approval prior to proceeding with final construction documents.

- c. Provide the final coordinated set for final Owner review (90% Documents).

PHASE IV – BIDDING/NEGOTIATING PHASE

Services to be provided by CGA:

1. Attendance at Pre-Bid Meeting.
2. Coordination between Village Staff and S+A to facilitate the bidding of the project.

Services to be provided by CGA's sub-consultant S+A:

1. Respond to Contractor/ Bidder questions and RFI's
2. Issue revised documents required by Addenda items
3. Provide a conformed set of documents incorporating all Building Department and Bidding comments. (100% Documents).

PHASE V – CONSTRUCTION ADMINISTRATION

Services to be provided by CGA:

1. Attendance at Preconstruction Meeting.
2. Coordination between Village Staff and S+A to facilitate the construction process.

Services to be provided by CGA's sub-consultant S+A:

1. Provide responses to Contractor RFI's
2. Review and process shop drawings
3. Conduct periodic site observation visits to evaluate construction relative to the intent of the documents
4. Attend periodic Owner/Architect/Contractor (OAC) meetings.
5. Review payment applications and certifications
6. Issue Certificates for Substantial completion with punch list items and Final Pay Application Certificate.

OTHER – PERMITTING

Services to be provided by CGA's sub-consultant S+A:

1. Respond to Building Department comments and questions.

III. TIME OF PERFORMANCE

The design services shall be completed within Twelve (12) Weeks from receipt of Notice to Proceed and the Items to be provided by the Village. The duration of construction will

be determined during the bidding process and will ultimately be the responsibility of the contractor.

IV. COMPENSATION

All work under this task order shall be on a time and materials basis in accordance with the approved Time & Expense Rates within the “Agreement for Professional Services” Executed March 24, 2016 with a not to exceed budgeted amount, including architectural and MEP engineering services, of \$50,032.50 without prior consent of the Village. See attached Exhibit A for details.

V. AGREEMENT REFERENCE

The work authorized under this Task Order shall be performed under the terms and conditions described within the Professional Services Agreement dated March 24, 2016, by and between the Village of Palm Springs (“VILLAGE”) and Calvin, Giordano & Associates. Compensation shall not exceed the hourly rates currently in effect under this Agreement.

CALVIN, GIORDANO & ASSOCIATES

VILLAGE OF PALM SPRINGS

By: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Village Attorney’s Office

Approved as to form and legality

By: _____



Calvin, Giordano & Associates, Inc.
 EXCEPTIONAL SOLUTIONS™
 560 Village Boulevard · Suite 340 · West Palm Beach, FL 33409
 Phone: 561.684.6161 · Fax: 561.684.6360

ATTACHMENT A - CONSULTANT SERVICES AUTHORIZATION BUDGET SUMMARY

DATE
8/16/2016

Certificate of Authorization No. 514

Project Title		CGA PROJECT NO.			
Village of Palm Springs Vehicle Storage Facility		16-8649.6			
CSA Number					
CSA 6					
Work Activity	Employee Classification	Hours	Hourly Rate	Total	
Phase I - Study and Report Phase - Not Included in This Project					
	Project Manager (IV)	0	\$ 150.00	\$ -	
	Project Engineer (III)	0	\$ 130.00	\$ -	
	Senior CADD Tech Manager	0	\$ 115.00	\$ -	
	Landscape Architect	0	\$ 120.00	\$ -	
	Executive Assistant / Clerical	0	\$ 75.00	\$ -	
		Task Subtotal	0	\$ -	
Phase II - Preliminary Design Phase (30%)					
	Project Manager (IV)	2	\$ 150.00	\$ 300.00	
	Project Engineer (III)	0	\$ 130.00	\$ -	
	Engineer (II)	0	\$ 110.00	\$ -	
	Senior CADD Tech Manager	0	\$ 115.00	\$ -	
	Sr. Landscape Architect	0	\$ 135.00	\$ -	
	Landscape Architect	0	\$ 120.00	\$ -	
	Landscape CADD Technician	0	\$ 95.00	\$ -	
	Executive Assistant / Clerical	1	\$ 125.00	\$ 125.00	
		Task Subtotal	3	\$ 425.00	
Phase III - Final Design Phase (60% thru 100%)					
	Project Manager (IV)	2	\$ 150.00	\$ 300.00	
	Project Engineer (III)	0	\$ 130.00	\$ -	
	Engineer (II)	0	\$ 110.00	\$ -	
	Jr. Engineer (I)	0	\$ 100.00	\$ -	
	Senior CADD Tech Manager	0	\$ 115.00	\$ -	
	Sr. Landscape Architect	0	\$ 135.00	\$ -	
	Landscape Architect	0	\$ 120.00	\$ -	
	Landscape CADD Technician	0	\$ 95.00	\$ -	
	Landscape CADD Technician	1	\$ 125.00	\$ 125.00	
		Task Subtotal	3	\$ 425.00	
Phase IV - Bidding/Negotiating Phase					
	Project Manager (IV)	2	\$ 150.00	\$ 300.00	
	Project Engineer (III)	0	\$ 130.00	\$ -	
	Engineer (II)	0	\$ 110.00	\$ -	
	Construction Manager	0	\$ 125.00	\$ -	
	Senior Inspector	0	\$ 100.00	\$ -	
	Inspector	0	\$ 90.00	\$ -	
	Executive Assistant / Clerical	1	\$ 75.00	\$ 75.00	
		Task Subtotal	3	\$ 375.00	
Phase V - Construction Administration					
	Project Manager (IV)	2	\$ 150.00	\$ 300.00	
	Project Engineer (III)	0	\$ 130.00	\$ -	
	Construction Manager	0	\$ 125.00	\$ -	
	Senior Inspector	0	\$ 100.00	\$ -	
	Inspector	1	\$ 90.00	\$ 90.00	
		Task Subtotal		\$ 390.00	

Other - Permitting - Not Included in This Project					
	Project Manager (IV)		0	\$ 150.00	\$ -
	Project Engineer (III)		0	\$ 130.00	\$ -
	Engineer (II)		0	\$ 110.00	\$ -
	Senior CADD Tech Manager		0	\$ 115.00	\$ -
	Sr. Landscape Architect		0	\$ 135.00	\$ -
	Landscape Architect		0	\$ 120.00	\$ -
		Task Subtotal	0		\$ -
Other - Surveying - Not Included in This Project					
	Registered Surveyor		0	\$ 130.00	\$ -
	Survey Coordinator		0	\$ 105.00	\$ -
	CADD Technician		0	\$ 95.00	\$ -
	Survey Crew		0	\$ 135.00	\$ -
		Task Subtotal	0		\$ -
Other - Architectural Services					
	Design and Permitting		1	\$ 7,200.00	\$ 7,200.00
	Construction Phase Services		1	\$ 30,500.00	\$ 30,500.00
	Construction Phase Services		1	\$ 2,350.00	\$ 2,350.00
	Construction Phase Services		1	\$ 7,150.00	\$ 7,150.00
	5% Markup		1	\$ 717.50	\$ 717.50
		Task Subtotal	1		\$ 47,917.50
Other - N/A					
	N/A		1	\$ -	\$ -
	5% Markup		1	\$ -	\$ -
		Task Subtotal	1		\$ -
Other - Out of Pocket Expenses					
	Printing/Mileage/Postage				\$ 500.00
				CSA Labor Total	\$ 1,615.00
				CSA Subconsultant Total	\$ 47,917.50
				CSA Out of Pocket Total	\$ 500.00
				CSA Total	\$ 50,032.50



Village of Palm Springs

Executive Brief

AGENDA DATE: September 8, 2016

DEPARTMENT: Public Services

ITEM #11: Approve Change Order #1 to Task Order #206 – Professional Engineering Services - Canal 11 Road Design and Construction Engineering Services – Keshavarz Associates

SUMMARY: On July 14, 2016, Council approved Task Order #206 with Keshavarz Associates to serve as the Village's engineering consultant for the design and construction engineering for Canal 11 Road in the amount of \$65,200. The Task Order enables the engineer to also coordinate with Palm Beach County (PBC) and the Lake Worth Drainage District (LWDD) on resolving right-of-way issues related to this road.

Subsequently, on August 16, 2016, Public Service staff and our consultant met with the LWDD to discuss proposed cross sections of the road together with right-of-way issues. In the course of this meeting the LWDD requested that the Village provide cross sections of the canal and road for their design purposes. The District is requiring these cross sections to determine how to shift the canal to the north in order to provide adequate space for the road and to meet design standards.

The original scope of work provided within Task Order #206 by our consultant did not include canal cross sections. As a result of the additional requested surveying information, the existing task order is being requested to be increased by \$3,000 (Change Order #1).

The proposed Change Order has been prepared by Keshavarz Associates and has been reviewed by the Acting Public Service Director.

FISCAL IMPACT:

Funding to support this additional cost for Task Order #203 is available within the FY 2016 Budget – General Fund.

ATTACHMENTS:

1. Keshavarz Associates - Task Order #206 – Engineering Design and Construction Services – Canal 11 Road
2. Keshavarz Associates - Proposed Change Order #1 – Engineering Design and Construction Services – Canal 11 Road



KESHAVARZ & ASSOCIATES, INC. CHANGE ORDER

PROJECT: Canal 11 Roadway Improvements

PROJECT NO. 16-1110

TO: Village of Palm Springs
 226 Cypress Lane
 Palm Springs, FL 33461
 Attn: Mr. David Harden

DATE: 8/19/2016

CHANGE ORDER #: 1

Additional Work, which is described below, is:

X Outside the Scope of Services and considered an Extension of the Contract dated July 21st, 2016

SCOPE OF ADDITIONAL SERVICES:

A meeting was held with LWDD on August 16th, 2016, to discuss the Canal 11 Roadway Improvements project. During this meeting LWDD requested topographic survey information of the L-11 Canal for cross-sections at 500' intervals to be presented to them in AutoCAD format for design purposes. In addition, they are requesting all Village utilities to be show on the survey.

The scope of our additional services will include topographic survey acquisition and drafting services. Pursuant to this request, we are requesting to perform these services on an hourly basis, based upon our original contract.

We understand that only \$25,000.00 has been budgeted during this fiscal year for this project. We propose that the additional services described above be a part of the allocated budget for this fiscal, but would need to increase the base contract amount for the next fiscal year. We recommend a budgeted line item of \$3,000.00 for these services.

Contract sum will be increased by this change order. The increase shall be as follows:

ORIGINAL CONTRACT:

Task 1 – Coordination with LWDD and PBC	\$	3,500.00 (25% Complete)
Task 2 – Coordination for Geotechnical Engineering Services		<i>see below</i>
Task 3 – Land Surveying Services.	\$	5,200.00 (90% Complete)
<i>Potential Services - Drainage Easements.</i>		<i>see below</i>
Task 4 – Roadway Design Services	\$	32,000.00
Task 5 – Permitting Services	\$	4,500.00
Task 6 – Bid Phase Services.	\$	6,000.00
Task 7 – Construction Phase Services	\$	13,000.00
Estimated Direct Expenses	\$	<u>1,000.00</u>
BASE TOTAL	\$	65,200.00

Task 2: Geotechnical Engineering Services shall be performed by a reputable Florida Registered Geotechnical Engineering firm. Consultant shall coordinate with same. We anticipate a budgeted line of \$3,000.00 for these tasks.

Potential Services- Drainage Easements as may be required shall be prepared for a lump sum fee of \$1,000.00 each.

ADDITIONAL TOPOGRAPHIC SURVEYING SERVICES PER LWDD \$ 3,000.00

Anticipated total to include Geotechnical Engineering and added Topo per LWDD \$ 71,200.00

Fees Authorized are for LABOR ONLY, and do not include reimbursable expenses.

Signature of authorized agent for the Client indicates their agreement herewith, including any adjustment in the contract sum or contract time.

Keshavarz & Associates, Inc.

Village of Palm Springs

By: 

By: _____

Date: 8/19/16

Date: _____



Village of Palm Springs (Client)
226 Cypress Lane
Palm Springs, FL 33461-1699

April 28th, 2016
Project No. 16-1110

Attention: Mr. John Rouse, Public Service Director

Reference: **Canal Road Paving, Palm Springs, Florida**

Dear Mr. Rouse:

Based upon your request and with utmost pleasure, we are presenting you with this proposal to perform the professional services associated with the Canal Road improvements located along the south side of the Lake Worth Drainage District's (LWDD) L-11 Canal from Kirk Road east to Davis Road, approximately ½ mile in length.

The scope of services within this proposal is based upon the following conditions discussed during a telephone conference with the LWDD staff on April 26th, 2016:

- LWDD is planning on working with the Village to complete this project;
- LWDD will provide right-of-way maps for Consultant use, but not topographic survey data;
- LWDD is planning on relocating the southern canal bank at their own expense; utility adjustments may be required by the Village.

More specifically, Keshavarz & Associates, Inc. (Consultant) shall provide the following services:

Scope of Work

1. Coordination with Lake Worth Drainage District (LWDD) / Palm Beach County (PBC)

The Consultant shall set up meetings with LWDD and PBC to discuss the proposed project. Based upon previous discussions with Village Staff, it is our understanding that a portion of the roadway will be located within LWDD right-of-way and that LWDD will provide survey information of the canal and roadway along the project route for Consultant's use during design of this project. It is also our understanding that PBC has offered to share some of the costs associated with the roadway improvements through the PBC MSTU program. Our services under this task will include attendance of a meeting with PBC and another with LWDD to set up a dialogue and review the proposed typical sections of the roadways that will meet their respective approvals.

2. Coordination for Geotechnical Engineering Services

The Consultant shall coordinate and contract with a reputable Florida Registered Geotechnical Engineering firm in order to provide the necessary soil data for Consultant's use during the design phase.



3. Land Surveying Services

The Consultant shall utilize the right-of-maps and AutoCAD files from LWDD and PBC that depict the right-of-way of the LWDD L-11 Canal as well as the maintained right-of-way for Canal Road. No route survey efforts are anticipated by Consultant.

Consultant shall prepare a Topographic Survey for its own design purposes of Canal Road. The design survey will include those physical visible and accessible elements required for Consultant's design needs for the subject roadway link.

The Consultant shall review the condition of the existing cross drains located at Corrigan Court and Gulfstream Road with Village Staff to determine the general condition of the culverts and ultimately if the subject culverts should be replaced as a part of this project.

Potential Services: Drainage easements may be required during this project's construction. Upon authorization and if necessary, Consultant shall prepare and provide the required legal description and graphic exhibits for easements and rights-of-way to be created or abandoned.

4. Roadway Design Services

The Consultant shall prepare construction plans, details and specifications, together with all required calculations and hydraulic/hydrologic modeling for submittal to the appropriate governmental agencies. These plans shall include the existing and proposed topography, the location of all curbing, guardrail, swales, inlets and culverts for the roadway improvements from Kirk Road to Davis Road (approximately ½ mile). Plan sheets will be prepared on 11" x 17" format at a scale of 1" = 40'. The construction plans shall include, if right-of-way or easements allow, swales, drainage structures and cross drain pipes to convey stormwater runoff from the south side of the roadway to the L-11 Canal. The construction plans will be submitted to the Village for review at 30%, 60% and 100% intervals. The following outlines the anticipated progress at each percentage:

30%

- Cover Page
- Location Map
- Typical Sections
- Preliminary Geometric Layout, Plan View
- Existing Drainage
- Existing and Proposed Profile Grade Lines
- Existing Cross Sections



60%

- 30% Comments Addressed
- General Notes
- Grading, Paving and Drainage Details
- Proposed Drainage, Plan View
- Existing Utilities Identified
- Crossings Identified
- Proposed Cross Sections
- Preliminary Signing and Markings

Final Plans

- 60% Comments Addressed
- Summary of Quantities / Bid Tab
- Utilities and Crossing on Plan and Profile
- Drainage on Profile
- Signing and Marking Plans
- Erosion Control Plans
- Engineer's Estimate of Probable Construction Costs

5. Permitting Services

The Consultant shall assist the Client in applying for permits for the roadway improvements from the applicable agencies. These services shall include the preparation of permit forms and associated exhibits, together with attendance of a pre-application meeting with agency reviewers. Client shall provide the Consultant with copies of all existing permits, if applicable as previously prepared by others. Client shall provide all applicable permit application fees in the form of check, certified check or money order as required by the applicable permitting agencies. The Consultant's responsibility with respect to "Permitting" is limited to preparation of necessary documents, submittal of same and responding to written and formal comments issued by the regulators arising from each submittal. Consultant shall respond to all comments related to its product and make reasonable and technically acceptable modifications to same. Additionally, the Consultant shall act as an advocate for the Client during this process. Consultant's responsibility as a result of this Agreement does not include negotiations beyond technical issues related directly to its product and/or design. No warranties or guarantees are made by the Consultant to Client towards "Final Approval" issuance by the regulating agencies, anticipated to be the following:

- Village of Palm Springs – roadway and drainage
- Lake Worth Drainage District – right-of-way and drainage review
- Palm Beach County – connection to Kirk Road
- Construction plans and details prepared by Consultant shall include Storm Water Pollution Prevention Plans (SWPPP) as required to obtain a National Pollution Discharge Elimination System (NPDES) permit. The NPDES permit will be obtained from the Florida Department of Environmental Protection by the Contractor and monitored by Contractor as required.



6. Bid Phase Services

Consultant shall prepare an “Engineer’s Estimate of Probable Construction Costs” for the proposed improvements as required for submittal with various permit applications. These documents shall also be used in preparing bid documents and specifications as needed to supplement references to the Florida Department of Transportation (FDOT) specifications and standard details.

Consultant shall assist Client in preparation of an advertisement for bids and complete the Bid Package with the assistance of and in accordance with the Village’s Attorney and Clerk’s instructions. The Bid Package will include instructions to bidders, a bid form, bid and performance bond forms, construction plans, details and technical specifications, and an unexecuted “Contract Between Owner and Contractor” for bidder’s review.

Upon bid advertisement, Consultant shall provide the Village with “Bid Packages” to be made available to all interested contractors. Consultant shall respond to contractor’s inquiries regarding same during the bid period and attend a pre-bid meeting with the Village staff. The Village Clerk shall receive, log and review bids received with the assistance of the Village Attorney for legal sufficiency and adherence to the “Instruction to Bidders” contained in the “Bid Package”.

Upon review of the bid tabulation provided by the Village Clerk, Consultant shall make a “Recommendation of Award” to Client. Client shall evaluate Consultant’s recommendation and will make it’s own selection as to the qualified Contractor for award of the project. Consultant will then receive an executed contract from Client and forward to Contractor, together with a “Notice to Proceed”.

Client shall conduct a pre-construction meeting with Consultant, chosen Contractor (Contractor), and other pertinent parties in attendance. At the time of the pre-construction meeting, the approved plans will be issued for construction purposes. Consultant shall be responsible for preparing and issuing the meeting minutes.

Consultant shall review the Contractor’s initial project construction schedule and review the schedule at appropriate intervals (monthly at a minimum) throughout the construction period.

7. Construction Phase Services

This task includes provision of field and office construction observation and administration services to properly observe the substantial conformance of site construction with the approved plans prepared by Consultant. These services shall be performed as needed to provide the required “Construction Completion Statements” to the applicable jurisdictional agencies and liaison services with regulating agencies and Client’s Contractor of choice. While not acting as “Construction Manager”, the Consultant shall act as the Client’s advocate during the process of site construction. This Scope of Services and Schedule of Compensation is based upon all infrastructure improvements being completed in a single phase without interruption except those due to weather, or unless specifically mentioned herein. These services include:



Shop Drawing Review: Consultant shall review and evaluate shop drawings, diagrams, illustrations, catalog data, product schedules, samples, results of tests and inspections, and other data which the Contractor is required to submit, to show that the materials proposed to be used in the work are in substantial compliance with the Consultant's drawings and specifications.

Routine and Regular Construction Observation: Consultant will make periodic visits to the project site at its own discretion for the purpose of observing progress and general quality of the ongoing work and to determine if the work is proceeding in substantial compliance with the construction drawings and specifications. This effort is directed toward assisting Client in knowing that the completed project will conform with requirements contained in the approved drawings, specifications and regulatory agency permit conditions. Consultant will not be responsible for the work of the Contractor or others. Consultant will not be responsible for construction means, methods, sequences, procedures, schedule or safety measures.

Consultant will not provide full time construction observation, therefore, it is imperative that Client, when applicable, and Contractor keep Consultant informed of the progress of work to provide Consultant the opportunity to be present at the site during critical stages of construction by giving proper notice of at least two (2) business days prior to the specific activity requiring the Consultant's presence, notwithstanding Consultant's periodic site visits.

Following each field observation, a report shall be prepared by the Consultant and provided to the Client and Contractor. Additionally, the Consultant shall attend bi-weekly progress meetings with the Contractor and Client, and provide resolution of and assistance with Requests for Information (RFI)'s from the Contractor or Client. The Consultant shall review the Contractor's monthly pay applications and provide recommendation for payment based on the construction completion percentage on a set date each month as determined by the Client.

This proposal is based on an estimated period of five (5) months for construction phase of the subject improvements commencing with the Consultant's issuance of the "Notice to Proceed" to Contractor and ending with the issuance of last "Construction Completion Statement" by Consultant.

Consultant shall have the right to request additional fees should the site construction process take longer than the allowed five months. While the necessary steps outlined in this proposal will be performed under the original fee listed in this proposal, the activities due to the delayed project completion or re-testing/re-visits due to failed first time attempts by the Contractor could result in additional fees.



The following outlines a general schedule of the Consultant's required field observations and other activities for each site component:

GRADING, PAVING and DRAINAGE

- Observe project perimeter silt fence and erosion control devices.
- Observe drainage structures prior to installation.
- Observe storm culvert connections to drainage structures prior to backfill.
- Complete on-site subgrade string line observation.
- Complete on-site pavement base string line observation.
- Complete joint off-site subgrade string line observation with pertinent regulating agency (connection to Kirk Road).
- Complete joint off-site pavement base string line observation with pertinent regulating agency (connection to Kirk Road).
- Review backfill density test reports prepared by others for compliance with design specifications.
- Observe signage and pavement markings for compliance with plans and specifications.
- Attend semi-final walk through(s) with pertinent regulating agency and Contractor and prepare punch list of items to complete work.
- Attend final walk through(s) of paving, grading and drainage components with pertinent regulating agency.

Final “Construction Completion Statements” and Record Drawings Review: “Final Completion Statements” shall be prepared for various project components designed and observed during construction by Consultant as may be required by regulating agencies to release and transfer those systems to “Operation Phase”.

Consultant shall attend final walk through(s) with the applicable agencies, review record drawings (based on information provided by others or by Consultant under separate contract), and provide Completion Statements to regulatory agencies.

8. General Consulting Services / Meeting Attendance

General consultation to the Client, its representatives, as well as the other parties to the “Agreement” together with their representatives shall be conducted upon request. This item shall also include attendance at meetings not deemed necessary by the Consultant as part of the services listed above but called for by the Client, its agents or other as listed here. This part of the proposal is also intended to cover any and all services that are not reflected in this proposal which may become necessary during the course of our involvement with the subject project. All general consulting services shall be performed upon the Client's request and authorization.



Our fees for the services outlined above shall be as follows:

Task 1 – Coordination with LWDD and PBC	\$	3,500.00
Task 2 – Coordination for Geotechnical Engineering Services	\$	<i>see below</i>
Task 3 – Land Surveying Services.	\$	5,200.00
<i>Potential Services - Drainage Easements.</i>	\$	<i>see below</i>
Task 4 – Roadway Design Services.	\$	32,000.00
Task 5 – Permitting Services	\$	4,500.00
Task 6 – Bid Phase Services.	\$	6,000.00
Task 7 – Construction Phase Services	\$	13,000.00
Estimated Direct Expenses	\$	<u>1,000.00</u>
BASE TOTAL	\$	65,200.00

Task 2: Geotechnical Engineering Services shall be performed by a reputable Florida Registered Geotechnical Engineering firm. Consultant shall coordinate with same. We anticipate a budgeted line of \$3,000.00 for these tasks.

Task 3: *Potential Services*- Drainage Easements as may be required shall be prepared for a lump sum fee of \$1,000.00 each.

Task 8: All general consulting services shall be performed upon the client's request and authorization, and shall be performed on a time and material basis in accordance with the approved Time & Expense Rates within the "Agreement for Professional Services" executed on March 24th, 2016.

As a notice to proceed, please sign one copy of the attached Authorization Statement and return it to our office. We certainly appreciate the opportunity to present you with this proposal. Upon authorization, we will do our utmost to be an effective member of your team of professionals.

Respectfully,
KESHAVARZ & ASSOCIATES, INC.

Randy Wertepny, P.E.
Vice President



DELIVERABLES
(Design Services Only)

Topographic Survey (if required)

Geotechnical Soil Borings and Report

30% Complete Construction Plans (2 sets on 11" x 17")

60% Complete Construction Plans (2 sets on 11" x 17")

100% Final Construction Plans (6 sets 11" x 17" signed and sealed sets, 1 CD on pdf and AutoCAD files)

Engineer's Estimate of Probable Construction Costs

SCHEDULE
(Design Services Only)

Land Surveying	10 Working Days
30% Design	20 Working Days
Review by the Client	5 Working Days
60% Design	20 Working Days
Review by the Client	5 Working Days
Final Design	20 Working Days
Permitting	60 Working Days
Total	140 Working Days



AUTHORIZATION STATEMENT

PROFESSIONAL SERVICES

for

“Canal Road Paving Improvements”

Village of Palm Springs, Florida

I hereby acknowledge and agree with all the conditions reflected in the attached proposal dated April 28, 2016 and authorize the commencement of work by Keshavarz & Associates, Inc. by my signature as the representative of the entity responsible for payment of invoices for the described task.

NAME AND TITLE: _____

ACKNOWLEDGMENT: _____

DATE: _____



Village of Palm Springs

Executive Brief

AGENDA DATE: September 8, 2016

DEPARTMENT: Public Services

ITEM #12: Approve Change Order #1 to Task Order #203 Professional Engineering Services - Road Construction and Paving of Childs Street, Erie Terrace, Lone Pine Way, and Sally Lane – Keshavarz Associates

SUMMARY: On August 11, 2016, Council approved a contract with Hardrives Paving, Inc. to construct and pave four (4) unpaved roads within the Village – Childs Street, Erie Terrace, Lone Pine Way, and Sally Lane for the amount of \$240,631.60. Public Service staff has requested that our engineering consultant, Keshavarz Associates, work with Hardrives Paving to find ways to reduce this cost.

As part of the design process to determine the general condition of the underlying soils, one soil boring performed for each of the four (4) streets. Based on the results of these borings our consultant believes it may be possible to use the existing base on Sally Lane and Erie Terrace without having to construct a compacted subbase and a lime rock base before paving the top layer of asphalt. It has been found that Sally Lane actually has some old asphalt below the dirt layer on top and Erie Terrace has several inches of asphalt millings which have been placed there over the years to stabilize it. Thus, there is an opportunity to reduce the total project cost.

However, to determine the existing conditions of these unpaved roads and if the total project scope and cost can be reduced, additional soil borings are required. Keshavarz Associates was contracted via Task Order #203 for the design and construction engineering of these four (4) unpaved roads in the amount not to exceed \$24,750. As a result of the proposed additional soil borings and any resulting necessary project revisions, the existing task order is being requested to be increased by \$5,000 (Change Order #1).

The proposed Change Order has been prepared by Keshavarz Associates and has been reviewed by the Acting Public Service Director and determined that the potential savings will greatly exceed the \$5,000 cost.

FISCAL IMPACT:

Funding to support this additional cost for Task Order #203 is available within the FY 2016 Budget – General Fund.

ATTACHMENTS:

1. Keshavarz Associates - Task Order #203 – Engineering Design and Construction Services – Road Construction and Paving of Childs Street, Erie Terrace, Lone Pine Way, and Sally Lane
2. Keshavarz Associates - Proposed Change Order #1 – Professional Engineering Services - Road Construction and Paving of Childs Street, Erie Terrace, Lone Pine Way, and Sally Lane



KESHAVARZ & ASSOCIATES, INC. CHANGE ORDER

PROJECT: Paving of Lone Pine Way, Child's Street,
Erie Terrace and Sally Lane

PROJECT NO. 16-1112

TASK ORDER NO. KE-203

TO: Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
Attn: Mr. David Harden

DATE: 8/19/2016

CHANGE ORDER #: 1

Additional Work, which is described below, is:

X Outside the Scope of Services and considered an Extension of the Contract dated May 31st, 2016

SCOPE OF ADDITIONAL SERVICES:

Upon completion of the design phase for the subject project and in an effort to reduce the outlay of funds for the Village of Palm Springs, the Consultant has been coordinating with a contractor to revise the scope of construction by milling and overlaying a portion of Sally Lane and all of Erie Terrace in lieu of full roadway replacement. This Change Order is for the additional subsurface geotechnical exploration necessary to confirm the existing roadway condition and to modify the construction plans accordingly. The Consultant will also meet with the contractor in an effort to review the construction plans to determine other cost saving measures to incorporate prior to construction. Upon approval of the Village, these modifications will be included in the construction plans.

Contract sum will be increased by this change order. The increase shall be as follows:

Consultant proposes to perform the additional services on an hourly basis for a fee not to exceed Five Thousand Dollars (\$5,000.00). Services to be completed within two weeks from receipt of the Notice to Proceed.

Base Contract Amount	\$ 24,750.00
Change Order No. 1	\$ 5,000.00
TOTAL	\$ 29,750.00

Fees Authorized are for LABOR ONLY, and do not include reimbursable expenses.

Signature of authorized agent for the Client indicates their agreement herewith, including any adjustment in the contract sum or contract time.

Keshavarz & Associates, Inc.

Village of Palm Springs

By: 

By: _____

Date: 8/19/16

Date: _____



Received

JUN 09 2016

VILLAGE OF PALM SPRINGS
CONSULTING SERVICE TASK ORDER Keshavarz & Assoc., Inc.

DATE: May 31, 2016

TASK ORDER NO. KE-203 FOR CONSULTING SERVICES (PAVING 4 STREETS)

VILLAGE RFQ. NO. 2016-002 G/L CODE: 01441-56300

VILLAGE PROJECT NO. _____ Keshavarz Associates PROJECT NO. 16-1112

PROJECT TITLE: Paving of Lone Pine Way, Child's Street, Erie Terrace and Sally Lane

This Task Order, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated March 24, 2016 approved via Resolution 2016-25.

I. PROJECT DESCRIPTION

Professional services associated with paving of Lone Pine Way, Child's Street, Erie Terrace and Sally Lane.

II. SCOPE OF SERVICES

Keshavarz Associates will provide the necessary professional services for roadway design, permitting, bidding and construction for the above named streets, all as detailed in the proposal dated May 20, 2016. Deliverables shall include AutoCAD files of the Final Construction Plans.

III. TIME OF PERFORMANCE

Tasks are to be completed in accordance with the following schedule:

30% Design	June 17, 2016
60% Design	July 1, 2016
Final Design	July 18, 2016
Permitting	August 15, 2016

TASK ORDER NO. 203

IV. COMPENSATION

All work under this task order shall be on a time and material basis in accordance with the approved Time & Expense Rates within the "Agreement for Professional Services" executed on March 24th, 2016 as amended with a not to exceed budgeted amount, including geotechnical engineering services, of \$24,750 without prior consent of the Village.

V. AGREEMENT REFERENCE

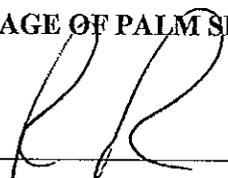
The work authorized under this Task Order shall be performed under the terms and conditions described within the Professional Services Agreement dated March 24, 2016, as amended, by and between the Village of Palm Springs ("VILLAGE") and Keshavarz Associates("ENGINEER"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

ENGINEERING FIRM
By: 

Print Name: MAZIAR KESHAVARZ, PE

Title: PRESIDENT

VILLAGE OF PALM SPRINGS

By: 

Date: 5/3/2016

Village Attorney's Office

Approved as to form and legality

By: 



**KESHAVARZ
ASSOCIATES**

Village of Palm Springs (Client)
226 Cypress Lane
Palm Springs, FL 33461-1699

May 13th, 2016

Project No. 16-1112

Attention: Mr. John Rouse, Public Service Director

Reference: **Paving of Lone Pine Way, Child's Street, Erie Terrace and Sally Lane**
Palm Springs, Florida

Dear Mr. Rouse:

Based upon your request and with utmost pleasure, we are presenting you with this proposal to perform the professional services associated with the paving activities proposed for Lone Pine Way, Child's Street, Erie Terrace and Sally Lane.

More specifically, Keshavarz & Associates, Inc. (Consultant) shall provide the following services:

Scope of Work

1. Project Orientation, Site Visit and Pre-Design Meeting with Florida Department of Transportation (FDOT)

The Consultant shall conduct a site visit to observe the existing conditions and take photographs of the site to assist with the future analysis and design of the roadway improvements. Consultant shall also secure the most recent arials available from Palm Beach County and Client's records for the project site. A preliminary meeting with FDOT shall be conducted in an attempt to identify existing conditions, opportunities and constraints, regulatory or technical in nature, relative to the paving activities proposed. If possible, plans and/or permits of the existing facilities within the roadway corridors shall be secured from the permitting agencies and/or Client.

2. Coordination for Geotechnical Engineering Services

The Consultant shall coordinate and contract with a reputable Florida Registered Geotechnical Engineering firm in order to provide the necessary soil data for Consultant's use during the design phase.



3. Land Surveying Services

The Consultant shall provide a topographic route survey in order to obtain horizontal and vertical data for all of the above ground visible improvements to include utilities, utility markers, street signs, traffic signalization facilities, etc.; Consultant shall provide typical cross sections at 100 foot intervals to include spot elevations 10' outside of each right-of-way line; Consultant shall obtain any storm or sanitary structures to include pipe sizes, and direction and invert elevations along both sides of each of the subject roadways that potentially tie into storm drainage systems located on State or municipal roadways.

4. Roadway Design Services

The Consultant shall prepare construction plans, details and specifications, together with all required calculations and hydraulic/hydrologic calculations for submittal to the appropriate governmental agencies. These plans shall include the existing and proposed topography, modifications and adjustments to the existing driveways, swales, signing and markings for the roadway improvements along the following roadways:

Lone Pine Way: from Forest Hill Boulevard north to the road terminus (approximately 600 lf)

Eric Terrace: from Forest Hill Boulevard north to the road terminus (approximately 600 lf)

Child's Street: from Lake Worth Road south to the road terminus (approximately 270 lf)

Sally Lane: from Gulfstream Road west to beyond the westernmost driveway (approximately 230 lf)

Plan sheets will be prepared on 11" x 17" format at a scale of 1" = 40'. The construction plans shall include, rights-of-way or easements, swales, limits of proposed pavement and modifications to the existing driveways. The construction plans will be submitted to the Village for review at 30%, 60% and 100% intervals. The following outlines the anticipated progress at each percentage:

30%

- Cover Page
- Location Map
- Typical Sections
- Preliminary Geometric Layout, Plan View only
- Existing Drainage
- Existing Cross Sections



60%

- 30% Comments Addressed
- General Notes
- Grading, Paving and Drainage Details
- Existing Utilities Identified
- Crossings Identified
- Proposed Cross Sections

Final Plans

- 60% Comments Addressed
- Summary of Quantities / Bid Tab
- Utilities and Crossing on Plan
- Signing and Marking Plans
- Erosion Control Plans
- Engineer's Estimate of Probable Construction Costs

5. Permitting Services

The Consultant shall assist the Client in applying for permits for the roadway improvements from the applicable agencies. These services shall include the preparation of permit forms and associated exhibits, together with attendance of a pre-application meeting with agency reviewers. Client shall provide the Consultant with copies of all existing permits, if applicable as previously prepared by others. Client shall provide all applicable permit application fees in the form of check, certified check or money order as required by the applicable permitting agencies. The Consultant's responsibility with respect to "Permitting" is limited to preparation of necessary documents, submittal of same and responding to written and formal comments issued by the regulators arising from each submittal. Consultant shall respond to all comments related to its product and make reasonable and technically acceptable modifications to same. Additionally, the Consultant shall act as an advocate for the Client during this process. Consultant's responsibility as a result of this Agreement does not include negotiations beyond technical issues related directly to its product and/or design. No warranties or guarantees are made by the Consultant to Client towards "Final Approval" issuance by the regulating agencies, anticipated to be the following:

- Village of Palm Springs – Roadway and Drainage
- Florida Department of Transportation – Child's, Erie and Lone Pine



6. Bid Phase Services

Consultant shall prepare an "Engineer's Estimate of Probable Construction Costs" for the proposed improvements as required for submittal with various permit applications. These documents shall also be used in preparing bid documents and specifications as needed to supplement references to the Florida Department of Transportation (FDOT) specifications and standard details.

Consultant shall assist Client in preparation of an advertisement for bids and completion of the Bid Package with the assistance of and in accordance with the Village's Attorney and Clerk's instructions. Consultant's efforts associated with this task shall include completion of a bid form, construction plans, details and technical specifications. Client shall provide the instructions to bidders, bid and performance bond forms, and an unexecuted "Contract Between Owner and Contractor" for bidder's review.

Upon bid advertisement, Consultant shall respond to contractor's inquiries regarding same during the bid period and attend a pre-bid meeting with the Village staff. The Village Clerk shall receive, log and review bids received with the assistance of the Village Attorney for legal sufficiency and adherence to the "Instruction to Bidders" contained in the "Bid Package".

Upon review of the bid tabulation provided by the Village Clerk, Consultant shall make a "Recommendation of Award" to Client. Client shall evaluate Consultant's recommendation and will make its own selection as to the qualified Contractor for award of the project. Consultant will then receive an executed contract from Client and forward to Contractor, together with a "Notice to Proceed".

Client shall conduct a pre-construction meeting with Consultant, chosen Contractor (Contractor), and other pertinent parties in attendance. At the time of the pre-construction meeting, the approved plans will be issued for construction purposes.

Consultant shall review the Contractor's initial project construction schedule and review the schedule at appropriate intervals (monthly at a minimum) throughout the construction period.

7. Construction Phase Services

This task includes provision of field and office construction observation and administration services to properly observe the substantial conformance of site construction with the approved plans prepared by Consultant. These services shall be performed as needed to provide the required "Construction Completion Statements" to the applicable jurisdictional agencies and liaison services with regulating agencies and Client's Contractor of choice. While not acting as "Construction Manager", the Consultant shall act as the Client's advocate during the process of site construction. It is anticipated that all infrastructure improvements shall be completed in a single phase without interruption except those due to weather, or unless specifically mentioned herein. These services include:



Shop Drawing Review: Consultant shall review and evaluate shop drawings, diagrams, illustrations, catalog data, product schedules, samples, results of tests and inspections, and other data which the Contractor is required to submit, to show that the materials proposed to be used in the work are in substantial compliance with the Consultant's drawings and specifications.

Routine and Regular Construction Observation: Consultant will make periodic visits to the project site at it's own discretion for the purpose of observing progress and general quality of the ongoing work and to determine if the work is proceeding in substantial compliance with the construction drawings and specifications. This effort is directed toward assisting Client in knowing that the completed project will conform with requirements contained in the approved drawings, specifications and regulatory agency permit conditions. Consultant will not be responsible for the work of the Contractor or others. Consultant will not be responsible for construction means, methods, sequences, procedures, schedule or safety measures.

Consultant will not provide full time construction observation, therefore, it is imperative that Client, when applicable, and Contractor keep Consultant informed of the progress of work to provide Consultant the opportunity to be present at the site during critical stages of construction by giving proper notice of at least two (2) business days prior to the specific activity requiring the Consultant's presence, notwithstanding Consultant's periodic site visits.

Following each field observation, a report shall be prepared by the Consultant and provided to the Client and Contractor. Additionally, the Consultant shall attend bi-weekly progress meetings with the Contractor and Client, and provide resolution of and assistance with Requests for Information (RFI)'s from the Contractor or Client. The Consultant shall review the Contractor's monthly pay applications and provide recommendation for payment based on the construction completion percentage on a set date each month as determined by the Client.

This proposal is based on an estimated period of two (2) months for construction phase of the subject improvements commencing with the Consultant's issuance of the "Notice to Proceed" to Contractor and ending with the issuance of last "Construction Completion Statement" by Consultant.



The following outlines a general schedule of the Consultant's required field observations and other activities for each site component:

GRADING, PAVING and DRAINAGE

- Observe project perimeter silt fence and erosion control devices.
- Complete on-site subgrade string line observation.
- Complete on-site pavement base string line observation.
- Observe driveway forms prior to pouring
- Complete joint off-site walk review with FDOT for Childs, Erie and Lone Pine
- Review density test reports prepared by others for compliance with design specifications.
- Observe signage and pavement markings for compliance with plans and specifications.
- Attend semi-final walk through(s) with pertinent regulating agency and Contractor and prepare punch list of items to complete work.
- Attend final walk through(s) of paving, grading and drainage components with pertinent regulating agency.

Final "Construction Completion Statements" and Record Drawings Review: "Final Completion Statements" shall be prepared for various project components designed and observed during construction by Consultant as may be required by regulating agencies to release and transfer those systems to "Operation Phase".

Consultant shall attend final walk through(s) with the applicable agencies, review record drawings (based on information provided by others or by Consultant under separate contract), and provide Completion Statements to regulatory agencies.

8. General Consulting Services / Meeting Attendance

General consultation to the Client, its representatives, as well as the other parties to the "Agreement" together with their representatives shall be conducted upon request. This item shall also include attendance at meetings not deemed necessary by the Consultant as part of the services listed above but called for by the Client, its agents or other as listed here. This part of the proposal is also intended to cover any and all services that are not reflected in this proposal which may become necessary during the course of our involvement with the subject project. All general consulting services shall be performed upon the Client's request and authorization.



Tasks 1, 3, 4, 5, 6 and 7 shall be performed on a time and material basis in accordance with the approved Time & Expense Rates within the "Agreement for Professional Services" executed on March 24th, 2016.

Task 2, Geotechnical Engineering Services, shall be performed by a reputable Florida Registered Geotechnical Engineering firm. Consultant shall coordinate with same for an anticipated budgeted line of \$3,000.00, inclusive of subconsultant's fees.

As a notice to proceed, please sign one copy of the attached Authorization Statement and return it to our office. We certainly appreciate the opportunity to present you with this proposal. Upon authorization, we will do our utmost to be an effective member of your team of professionals.

Respectfully,
KESHAVARZ & ASSOCIATES, INC.

Randy Wertepny, P.E.
Vice President



DELIVERABLES
(Design Services Only)

Topographic / Route Survey

Geotechnical Soil Borings and Report

30% Complete Construction Plans (2 sets on 11" x 17")

60% Complete Construction Plans (2 sets on 11" x 17")

100% Final Construction Plans (6 sets 11" x 17" signed and sealed sets, 1 CD on pdf and AutoCAD files)

Engineer's Estimate of Probable Construction Costs

SCHEDULE
(Design Services Only)

Land Surveying	5 Working Days
30% Design	5 Working Days
Review by the Client	3 Working Days
60% Design	8 Working Days
Review by the Client	3 Working Days
Final Design	8 Working Days
Permitting	20 Working Days
Total	50 Working Days



AUTHORIZATION STATEMENT

PROFESSIONAL SERVICES

for

**“Paving of Lone Pine Way, Child’s Street,
Erie Terrace and Sally Lane”**

Village of Palm Springs, Florida

I hereby acknowledge and agree with all the conditions reflected in the attached proposal dated May 13, 2016 and authorize the commencement of work by Keshavarz & Associates, Inc. by my signature as the representative of the entity responsible for payment of invoices for the described task.

NAME AND TITLE: _____

ACKNOWLEDGMENT: _____

DATE: _____



Village of Palm Springs

Executive Brief

AGENDA DATE: September 8, 2016

DEPARTMENT: Leisure Services

ITEM #13: Presentation of "Citizen Heroism Awards" - Mr. Alessandro Medina and Ms. Shelby Obermeier

SUMMARY: Every summer, the Village hosts a summer camp for over 100 children each week. During this important community program, the Village hires and trains a number of Camp counselors to assist in ensuring the oversight and safety of our campers. Some of the training that is provided to our counselors includes programming skills, conflict resolution and team-building activities as well as first aid, CPR and AED training.

Recently, we experienced an incident where a camper was choking on a piece of popcorn and a fellow camper and a counselor came to his rescue and saved his life.

As a result, the Mayor, the Village Council, the Village's Parks and Recreation Director, Bill Golson and PBC Fire-Rescue Battalion Chief Matthew Gaffney will present two "Citizen Heroism Awards" to Mr. Alessandro Medina and Ms. Shelby Obermeier for their acts of heroism during the first week of Summer Camp and helping to save the life of fellow camper.

FISCAL IMPACT:

None

ATTACHMENTS:

1. Proposed Proclamation

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, the Village of Palm Springs hosts Summer Camp during the months of June, July and August for well over 100 children every week. Seasonal staff is hired and trained prior to the start of Camp on items such as programming skills, conflict resolution, and team-building activities.

WHEREAS, First Aid, CPR, and AED training is also conducted to make sure the Staff is prepared should there be a health-related incident with the children that are under their care; and

WHEREAS, during the first week of camp, we had one such incident. A child was eating popcorn when a piece got lodged in his throat; and

WHEREAS, a very observant fellow camper, **Alessandro Medina**, noticed his friend was choking and starting to turn blue. He immediately tried to help his friend but was unable to clear his airway. He ran and got the nearest Camp Counselor, **Ms. Shelby Obermeier**, who immediately recognized that the boy was choking and performed the Heimlich Maneuver; and

WHEREAS, the piece of popcorn was quickly dislodged and the boy began breathing normally again. Another Counselor had called 911 during the incident and the Medics arrived quickly but the situation was already resolved.

NOW, THEREFORE, I, Bev Smith, Mayor of the Village of Palm Springs, Florida, do hereby commend both:

Alessandro Medina and Counselor Shelby Obermeier

For their awareness and quick response in saving a life, you both made the Village of Palm Springs very proud.



*In witness whereof I have hereunto set my hand
and caused the seal of this city to be affixed*

Mayor _____

Date _____

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

HISPANIC HERITAGE MONTH

Whereas, National Hispanic Heritage Month, September 15, 2016 to October 15, 2016 is to recognize the contributions made by Hispanic and Latino Americans to the Village of Palm Springs and United States and to celebrate their heritage and culture, which was enacted into law in 1988 under President Ronald Reagan. The observance started in 1968 under President Lyndon Johnson.

Whereas, citizens of hispanic or latino descent have a profound and positive influence on our community through their strong commitment to family, faith, hard work, and service. They have enhanced and shaped our Village's character with centuries-old traditions that reflect their multi-ethnic and multi-cultural customs.

Whereas, over 50 % of the population of the Village of Palm Springs are of hispanic or latino origin and we celebrate and recognize their contributions within the Village.

Now Therefore, I, Bev Smith, Mayor of the Village of Palm Springs, Florida on behalf of the Council and citizens of Palm Springs, do hereby proclaim September 15th to October 15th Hispanic Heritage Month in the Village of Palm Springs.



*In witness whereof I have herunto set my hand
and caused the seal of this city to be affixed*

Mayor _____

Date September 8, 2016



Village of Palm Springs

Executive Brief

AGENDA DATE: September 8, 2016

DEPARTMENT: Finance

ITEM #15: Ordinance No. 2016-14 - Establish FY 2016-2017 Millage Rates - Operating & Debt Service

SUMMARY: The Village Council is requested to establish the final operating and debt service millage (property tax) rates for the Village of Palm Springs for the upcoming Fiscal Year (FY) beginning October 1, 2016 and ending September 30, 2017. Additionally, the Council is requested to consider certifying the Village's taxable values to the PBC Property Appraiser as well as other related financial information:

- . Gross taxable property value for the FY 2017 is \$913,864,847 – an increase of \$93,988,249 over FY 2016
- . The Village's proposed FY 2017 General Fund operating millage is \$3.9000 per \$1,000 of taxable value or an increase of 10.08% over the rolled-back rate
- . Rolled-back rate is calculated at \$3.5428 per \$1,000 of taxable value
- . Total taxable value within the Village to calculate the debt service millage rate is \$916,187,067; thus, the proposed millage rate required to pay the Village's general obligation debt for FY 2017 is \$0.4930 per \$1,000 of taxable value
- . Proposed operating millage rate of \$3.9000 per \$1,000 of assessed valuation and the voted debt service millage rate of \$0.4930 per \$1,000 of taxable value provide for a total millage rate of \$4.3930
- . The proposed combined millage rates for FY 2017 (3.9000 operating + .4930 debt) are .0554 mills lower than the approved combined millage rates for FY 2016 (3.9000 operating + 0.5484 debt)

If approved on 1st reading, the proposed FY 2017 millage rate ordinance will be presented for consideration on 2nd and final reading during the Village Council's meeting on September 22nd.

Note: Staff will submit the required Form DR-420 – Certification of Taxable Value and the Form DR-420Debt – Certification of Voted Debt Millage to the PBC Property Appraiser, PBC Tax Collector and the State of Florida following final approval.

FISCAL IMPACT:

The proposed combined millage rates (4.3930) for FY 2017 (3.9000 operating + .4930 debt) are .0554 mills lower than the approved combined millage rates for FY 2016 (3.9000 operating + 0.5484 debt).

ATTACHMENTS:

1. Proposed Ordinance 2016-14 – Establish FY 2017 Millage Rates - Operating & Debt Service
2. Form DR-420 - Certification of Taxable Value
3. Form DR-420Debt - Certification of Voted Debt Millage
4. Proposed Property Tax Levy Advertisement – Palm Beach Post & Village Website – September 19, 2016

ORDINANCE NO. 2016-14

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING THE FINAL LEVY OF AD VALOREM TAXES IN AND FOR THE VILLAGE OF PALM SPRINGS, FLORIDA FOR FISCAL YEAR 2016/2017; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Palm Springs, Florida adopted Fiscal Year 2016/2017 final millage rates following a public hearing as required by Florida Statute 200.065; and

WHEREAS, the Village of Palm Springs, Florida, held public hearings as required by Florida Statute 200.065; and

WHEREAS, the real property tax roll for the current calendar year has been certified by the Palm Beach County Property Appraiser for nonexempt valuation of \$861,187,815 and the tangible personal property for nonexempt valuation of \$52,677,032, for a total gross taxable value for operating purposes of \$913,864,847.

NOW THEREFORE BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. The Fiscal Year 2016/2017 operating millage rate for the Village of Palm Springs is hereby levied in the amount of \$3.9000 mills which is 10.08% over the rolled-back rate of \$3.5428. The general obligation debt service millage rate is hereby levied in the amount of \$0.4930 mills, for a total of \$4.3930 mills of nonexempt valuation of real and personal property within the Village.

Section 2. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 3. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional,

unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this ordinance.

Section 5. Effective Date. This ordinance shall become effective immediately upon adoption.

Council Member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JONI BRINKMAN, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PATTI WALLER, MAYOR PRO TEM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOUG GUNTHER, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LIZ SHIELDS, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Mayor thereupon declared the Ordinance duly passed and adopted this _____ day of SEPTEMBER 2016.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading: _____

Second Reading: _____

ATTEST:

BY: _____
SUSAN M. CALJEAN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



CERTIFICATION OF TAXABLE VALUE

Reset Form

Print Form

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2016	County : PALM BEACH
Principal Authority : Palm Springs	Taxing Authority : Palm Springs

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	861,187,815	(1)
2.	Current year taxable value of personal property for operating purposes	\$	52,677,032	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	0	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	913,864,847	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	11,322,963	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	902,541,884	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	819,876,598	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Number 0 (8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Number 1 (9)
Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge.		
SIGN HERE	Signature of Property Appraiser:	Date :		
	Electronically Certified by Property Appraiser	6/29/2016 8:32 AM		

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	3.9000	per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	3,197,519	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	0	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	3,197,519	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	0	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	902,541,884	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>	3.5428	per \$1000	(16)
17.	Current year proposed operating millage rate	3.9000	per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	3,564,073	(18)

19.	TYPE of principal authority (check one)	<input type="checkbox"/> County	<input type="checkbox"/> Independent Special District	(19)
		<input checked="" type="checkbox"/> Municipality	<input type="checkbox"/> Water Management District	
20.	Applicable taxing authority (check one)	<input checked="" type="checkbox"/> Principal Authority	<input type="checkbox"/> Dependent Special District	(20)
		<input type="checkbox"/> MSTU	<input type="checkbox"/> Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs		STOP HERE - SIGN AND SUBMIT
--	---	------------------------------------

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>	\$	3,197,519	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>		3.5428 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>	\$	3,237,640	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>	\$	3,564,073	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>		3.9000 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>		10.08 %	(27)

First public budget hearing	Date :	Time :	Place :
------------------------------------	--------	--------	---------

S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :			Date :	
	Title :		Contact Name and Contact Title :		
	Richard R. Reade, Village Manager		Rebecca Morse, CFO		
	Mailing Address :		Physical Address :		
		226 CYPRESS LANE			
City, State, Zip :		Phone Number :		Fax Number :	
PALM SPRINGS, FL 33461		5619654010		5619650899	

CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check “Yes” if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

“Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.



CERTIFICATION OF VOTED DEBT MILLAGE

Reset Form

Print Form

DR-420DEBT
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2016	County : PALM BEACH
Principal Authority : Palm Springs	Taxing Authority : Palm Springs
Levy Description : Palm Springs Debt	

SECTION I: COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	863,510,035	(1)
2.	Current year taxable value of personal property for operating purposes	\$	52,677,032	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	0	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	916,187,067	(4)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.		
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date :	6/29/2016 8:32 AM	

SECTION II: COMPLETED BY TAXING AUTHORITY

5.	Current year proposed voted debt millage rate	0.4930	per \$1,000	(5)
6.	Current year proposed millage voted for 2 years or less under s. 9(b) Article VII, State Constitution	0.0000	per \$1,000	(6)

S I G N H E R E	Taxing Authority Certification	I certify the proposed millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :	Date :		
	Title : Richard R. Reade, Village Manager	Contact Name and Contact Title : Rebecca Morse, CFO		
	Mailing Address :	Physical Address : 226 CYPRESS LANE		
	City, State, Zip : PALM SPRINGS, FL 33461	Phone Number : 5619654010	Fax Number : 5619650899	

INSTRUCTIONS

Property appraisers must complete and sign Section I of this form with the DR-420, *Certification of Taxable Value*, and DR-420S, *Certification of School Taxable Value*, and provide it to all taxing authorities levying a

- Voted debt service millage levied under Section 12, Article VII of the State Constitution or
- Millage voted for two years or less under s. 9(b), Article VII of the State Constitution

Section I: Property Appraiser

Use a separate DR-420DEBT for each voted debt service millage that's levied by a taxing authority. The property appraiser should check the Yes box on Line 9 of DR-420, *Certification of Taxable Value*, or Line 8 of DR-420S, *Certification of School Taxable Value*. The property appraiser should provide the levy description and complete Section I, Lines 1 through 4 of this form, for each voted debt service millage levied.

Enter only taxable values that apply to the voted debt service millage indicated.

Sign, date, and forward the form to the taxing authority with the DR-420.

Section II: Taxing Authority

Each taxing authority levying a voted debt service millage requiring this form must provide the proposed voted debt millage rate on Line 5.

If a DR-420DEBT wasn't received for any

- Voted debt service millages or
- Millages voted for two years or less

contact the property appraiser as soon as possible and request a DR-420DEBT.

Sign, date, and return the form to your property appraiser with the DR-420 or DR-420S.

NOTICE OF PROPOSED TAX INCREASE

The Village of Palm Springs has tentatively adopted a measure to increase its property tax levy.

Last year's property tax levy:

A. Initially proposed tax levy.....	\$ 3,203,089.
B. Less tax reductions due to Value Adjustment Board and other assessment changes.....	\$ 5,570.
C. Actual property tax levy.....	\$ 3,197,519.
This year's proposed tax levy.....	\$3,564,073.

All concerned citizens are invited to attend a public hearing on the tax increase to be held on:

Thursday, September 22, 2016

6:30 p.m.

At

Village of Palm Springs Council Chambers

226 Cypress Lane

Palm Springs, FL 33461

**A FINAL DECISION ON THE PROPOSED TAX INCREASE AND THE
BUDGET WILL BE MADE AT THIS HEARING.**



Village of Palm Springs

Executive Brief

AGENDA DATE: September 8, 2016

DEPARTMENT: Finance

ITEM #16: Ordinance 2016-15 - Adopt FY 2016-2017 Budget

SUMMARY: In accordance with the Village Charter and state law, the proposed ordinance establishes the balanced annual budget for the Village of Palm Springs in the amount of \$37,966,444 for Fiscal Year (FY) beginning October 1, 2016 and ending September 30, 2017. The proposed FY 2017 Budget is comprised of the following funds:

General Fund Budget	\$18,363,217
Debt Service Fund Budget	\$ 429,125
Water and Sewer Enterprise Fund Budget	\$18,801,280
Stormwater Enterprise Fund	\$ 372,822

The Village Council held a budget workshop on July 28, 2016 to discuss the proposed budget and review staff recommendations. The proposed ordinance establishes this budget for the upcoming fiscal year.

Attached to the proposed ordinance is a summary of the proposed revenues by source and proposed expenditures by function, as they will appear in the budget summary advertisement that will be published in the Palm Beach Post on September 19, 2016 and posted on the Village's website – www.vpsfl.org – in accordance with state law.

If approved on 1st reading, the proposed FY 2017 Budget ordinance will be presented for consideration on 2nd and final reading during the Village Council's meeting on September 22nd.

FISCAL IMPACT:

The proposed ordinance establishes the operating budget for the General Fund, Debt Service Fund, Water and Sewer Enterprise Fund and the new Stormwater Enterprise Fund for the fiscal year beginning October 1, 2016 and ending September 30, 2017.

ATTACHMENTS:

1. Proposed Ordinance No. 2016-15 – FY 2017 Budget
2. Proposed FY 2017 Budget Summary Advertisement – Palm Beach Post & Village Website – September 19, 2016

ORDINANCE NO. 2016-15

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING AN ANNUAL BUDGET FOR THE YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 166.241(3), Florida Statutes (1997) requires a municipality to make appropriations for each fiscal year that do not exceed the amount to be received from taxation and other revenue sources; and

WHEREAS, municipalities are required to adopt their budget “by ordinance, unless otherwise specified in the municipality’s charter;” and

WHEREAS, all of the TRIM compliance measures have been achieved, including the two required public hearings, and all advertising requirements.

NOW THEREFORE BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Budget Adopted. The appropriations for the fiscal year beginning October 1, 2016, in amount of \$37,966,444, are further described in **Exhibit “A”** attached hereto and incorporated herein by reference.

Section 2. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 3. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this ordinance.

Section 4. Effective Date. This ordinance shall become effective immediately upon adoption.

Ordinance No. 2016-15

Council Member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JONI BRINKMAN, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PATTI WALLER, MAYOR PRO TEM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOUG GUNTHER, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LIZ SHIELDS, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Mayor thereupon declared the Ordinance duly passed and adopted this _____ day of SEPTEMBER 2016.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading: _____

Second Reading: _____

ATTEST:

BY: _____
SUSAN M.CALJEAN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

BUDGET SUMMARY
VILLAGE OF PALM SPRINGS - FISCAL YEAR 2016 - 2017

**THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE VILLAGE OF PALM SPRINGS
ARE 11.3% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.**

ESTIMATED REVENUES:	MILLAGE PER \$1,000	GENERAL FUND	DEBT SERVICE FUND	WATER & SEWER ENTERPRISE FUND	STORMWATER UTILITY ENTERPRISE FUND	TOTAL VILLAGE BUDGET	
TAXES:							
AD VALOREM	3.9000	\$3,451,510				\$3,451,510	
VOTED DEBT SERVICE LEVY	0.4930		\$429,125			\$429,125	
SALES & USE TAXES		\$414,987				\$414,987	
UTILITY SERVICE TAXES		\$2,638,789				\$2,638,789	
LOCAL BUSINESS TAX		\$378,000				\$378,000	
PERMITS AND FEES		\$1,984,925				\$1,984,925	
INTERGOVERNMENTAL REVENUES		\$3,241,397				\$3,241,397	
CHARGES FOR SERVICES		\$2,022,458		\$18,158,480	\$372,822	\$20,553,760	
FINES AND FORFEITURES		\$360,200		\$520,000		\$880,200	
MISCELLANEOUS REVENUES		\$265,036		\$122,800		\$387,836	
OTHER FINANCING SOURCES		\$3,605,915				\$3,605,915	
TOTAL ESTIMATED REVENUES AND BALANCES			\$18,363,217	\$429,125	\$18,801,280	\$372,822	\$37,966,444
EXPENDITURES/EXPENSES:							
LEGISLATIVE		\$537,409				\$537,409	
EXECUTIVE		\$808,908				\$808,908	
FINANCE		\$579,280				\$579,280	
LEGAL		\$150,000				\$150,000	
GENERAL GOVERNMENT		\$410,272				\$410,272	
LAND DEVELOPMENT		\$849,577				\$849,577	
LAW ENFORCEMENT		\$9,416,298				\$9,416,298	
SANITATION		\$1,025,471				\$1,025,471	
WATER AND SEWER UTILITY				\$16,124,694		\$16,124,694	
STORMWATER UTILITY					\$372,822	\$372,822	
ROAD AND STREET MAINTENANCE		\$2,439,499				\$2,439,499	
LIBRARY		\$952,969				\$952,969	
PARKS AND RECREATION		\$1,146,774				\$1,146,774	
SPECIAL EVENTS		\$46,760				\$46,760	
DEBT SERVICE			\$429,125	\$298,055		\$727,180	
OTHER FINANCING USES				\$2,378,531		\$2,378,531	
TOTAL APPROPRIATED EXPENDITURES AND RESERVES			\$18,363,217	\$429,125	\$18,801,280	\$372,822	\$37,966,444

THE TENTATIVE ADOPTED, AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE ABOVE MENTIONED TAXING AUTHORITY AS A PUBLIC RECORD.



Village of Palm Springs

Executive Brief

AGENDA DATE: September 8, 2016

DEPARTMENT: Finance

ITEM #17: Resolution No. 2016-67 - FY 2016 General Fund Budget Amendment

SUMMARY: The Finance Department is proposing a FY 2016 Budget Amendment to appropriate General Fund fund balance and higher than expected revenues that have been received to support the following expenditures:

- Recognize an increase in Police grant and building permit revenues
- Purchase a Police Department Thermal imaging camera
- Purchase a Police in-car camera wi-fi system
- Funding to support roadway paving and striping costs
- Purchase of new tractor

Note: All purchases outlined within the proposed FY 2016 Budget Amendment, if approved, will be completed in accordance with the Village's purchasing policy.

The proposed budget amendment was prepared by the Finance Director with the assistance of various Department Directors and staff.

FISCAL IMPACT:

The proposed FY 2016 Budget Amendment, if approved, would increase the approved General Fund's budget from \$16,595,746 to \$16,700,412 (a \$104,666 increase).

ATTACHMENTS:

1. Proposed Resolution 2016-67 – FY 2016 Budget Summary (Amended)
2. Proposed FY 2016 Budget Amendment

RESOLUTION No. 2016-67

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING A GENERAL APPROPRIATION BUDGET AMENDMENT AND CORRESPONDING APPROPRIATIONS FOR THE VILLAGE'S NECESSARY OPERATING EXPENSES FOR VARIOUS DEPARTMENTS OF THE VILLAGE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs, Florida ("Village") previously adopted the FY 2015 Annual Operating Budget, pursuant to Ordinance No. 2015-34 on September 24, 2015; and

WHEREAS, the Village finds it is necessary and essential to amend the FY 2015-2016 Annual Operating Budget as set forth in this Resolution; and

WHEREAS, adoption of the FY 2015-2016 Amended Annual Operating Budget set forth herein serves a value public purpose.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA;

Section 1. The above recitals are hereby ratified and confirmed as being true and correct and are hereby incorporated into this Resolution.

Section 2. The funds and available resources and revenues, more specifically described in "Exhibit A", attached hereto and incorporated herein by reference, are appropriated to provide the funding for necessary operating and other expenses of departments of the Village for the fiscal year.

Section 3. The revenues and expenses as set forth in "Exhibit A" are hereby incorporated by reference and are hereby adopted as the amended budget for FY 2015-2016.

Section 3. This Resolution shall take effect immediately upon adoption.

Council Member _____ offered the foregoing resolution. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JONI BRINKMAN, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PATTI WALLER, MAYOR PRO TEM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOUG GUNTHER, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LIZ SHIELDS, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Mayor thereupon declared the Resolution duly passed and adopted this ____ day of September, 2016.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
SUSAN M. CALJEAN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

BUDGET SUMMARY
VILLAGE OF PALM SPRINGS - FISCAL YEAR 2015 - 2016
AMENDED SEPTEMBER 8, 2016

**THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE VILLAGE OF PALM SPRINGS
ARE 6.5% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.**

ESTIMATED REVENUES:	MILLAGE PER \$1,000	GENERAL FUND	DEBT SERVICE FUND	WATER & SEWER ENTERPRISE FUND	TOTAL VILLAGE BUDGET
TAXES:					
AD VALOREM	3.9000	\$3,089,965			\$3,089,965
VOTED DEBT SERVICE LEVY	0.5484		\$429,125		\$429,125
SALES & USE TAXES		\$387,626			\$387,626
UTILITY SERVICE TAXES		\$2,398,300			\$2,398,300
LOCAL BUSINESS TAX		\$322,500			\$322,500
PERMITS AND FEES		\$1,755,123			\$1,755,123
INTERGOVERNMENTAL REVENUES		\$2,929,478			\$2,929,478
CHARGES FOR SERVICES		\$2,310,299		\$17,217,756	\$19,528,055
FINES AND FORFEITURES		\$369,097		\$499,000	\$868,097
MISCELLANEOUS REVENUES		\$278,990		\$130,750	\$409,740
OTHER FINANCING SOURCES		\$2,859,034			\$2,859,034
TOTAL ESTIMATED REVENUES AND BALANCES		\$16,700,412	\$429,125	\$17,847,506	\$34,977,043
EXPENDITURES/EXPENSES:					
LEGISLATIVE		\$239,257			\$239,257
EXECUTIVE		\$821,732			\$821,732
FINANCE		\$554,745			\$554,745
LEGAL		\$150,000			\$150,000
GENERAL GOVERNMENT		\$390,430			\$390,430
LAND DEVELOPMENT		\$768,572			\$768,572
LAW ENFORCEMENT		\$8,180,875			\$8,180,875
SANITATION		\$994,020			\$994,020
STORMWATER		\$372,000			\$372,000
WATER AND SEWER UTILITY				\$15,301,099	\$15,301,099
ROAD AND STREET MAINTENANCE		\$2,104,987			\$2,104,987
LIBRARY		\$881,309			\$881,309
LEISURE SERVICES		\$1,195,125			\$1,195,125
SPECIAL EVENTS		\$47,360			\$47,360
DEBT SERVICE			\$429,125	\$312,373	\$741,498
OTHER FINANCING USES				\$2,234,034	\$2,234,034
TOTAL APPROPRIATED EXPENDITURES AND RESERVES		\$16,700,412	\$429,125	\$17,847,506	\$34,977,043

THE TENTATIVE ADOPTED, AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE ABOVE MENTIONED TAXING AUTHORITY AS A PUBLIC RECORD.

VILLAGE OF PALM SPRINGS
 REQUEST FOR BUDGET TRANSFER OR **AMENDMENT**
 FISCAL YEAR 2015-2016

Transfer Number _____

ACCOUNT NUMBER	LINE ITEM DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
01003-33423	FDACS Grant	-	5,619.00		\$ 5,619.00
01003-33127	FDLE Grants	-	8,047.00		\$ 8,047.00
01003-32200	Building Permits	438,613.00	91,000.00		\$ 529,613.00
01229-56400	Machinery & Equipment	295,260.00	13,666.00		\$ 308,926.00
01441-56300	Improvements Other Than Bldgs	290,000.00	91,000.00		\$ 381,000.00
01111-59900	Council Contingency	\$ 62,808.00		\$ 22,000.00	\$ 40,808.00
01772-56400	Machinery & Equipment	\$ 4,150.00	\$ 22,000.00		\$ 26,150.00
	TOTAL				

EXPLANATION : Recognize two police grants and appropriate funds to cover the capital expenditures related to those grants. Recognize increased building permit revenues and appropriate those funds to cover increased paving costs. Transfer funds from Council Contingency to Parks & Rec, Machinery & Equipment to cover purchase of new tractor.

Prepared by: _____ Date: _____ Approved by: _____ Date: _____ Finance Reviewed: _____ Date: _____	<div style="text-align: center;"> _____ Approved _____ Denied _____ Village Manager Date </div> Approved by Council (Date of Meeting) _____ Processed by Finance: _____ Date: _____
---	--



Village of Palm Springs

Executive Brief

AGENDA DATE: September 8, 2016

DEPARTMENT: Land Development

ITEM #18: Ordinance 2016-12 - Comprehensive Plan Text Amendment – “College-Hospital Overlay” (CHO) District - South Congress Avenue

SUMMARY: Following the completion of the Congress Avenue Corridor Study, staff has drafted provisions for a new zoning overlay district to encourage re-development near Palm Beach State College and JFK Hospital. As a result, a new College-Hospital Overlay (“CHO”) district is proposed to expand development allowances and flexibility to create value-added opportunities along the south Congress Avenue corridor.

The CHO is established in recognition of the 30,000+ students and 2,500 staff that attend and work at Palm Beach State College (a commuter campus) and the 500 doctors and 2200 health care professionals that provide care to patients at the 472-bed JFK Hospital (a full service surgical and emergency facility). Both institutions are located along south Congress Avenue and there is a need for retail, restaurants and personal services in proximity to these important institutions.

The proposed Overlay would increase the maximum development potential to thirty-five (35) dwelling units per acre and 1.0 FAR for mixed use projects within the outlined area. This is an increase of 15 du/ac and 0.5 FAR over what is currently permissible. The allowances of the Overlay would only be utilized within a mixed-use planned development that fulfills the objectives of the CHO - to provide retail, restaurant and personal services or housing to support the nearby college and hospital uses.

The Land Development Board held a workshop during their June 14th meeting to discuss the proposed Overlay allowances, standards and restrictions. Further, the proposed comprehensive plan language was considered at their July 12th meeting and recommended approval.

Due to advertising requirements, this ordinance is being reintroduced for 1st reading and if approved, the proposed comprehensive plan amendment will be re-transmitted to the Florida Department of Economic Opportunity for state review. If the DEO does not have any objections to the proposed amendment, the proposed Ordinance will be presented to the Village Council for 2nd and final reading at their next available meeting (expected October/November 2016).

The Local Planning Agency (LPA) will consider the proposed comprehensive plan amendments prior to the 2nd and final reading by the Village Council.

FISCAL IMPACT:

Increased development entitlements are expected to facilitate re-development and, thereby, increase property values within the area.

ATTACHMENTS:

1. Proposed Ordinance 2016-12 - Comprehensive Plan Amendment – CHO District
2. Data and Analysis & excerpts from the Congress Avenue Corridor Study

ORDINANCE NO. 2016-12

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE VILLAGE OF PALM SPRINGS, IN ACCORDANCE WITH THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING AND LAND DEVELOPMENT REGULATION ACT, AS AMENDED, BEING SECTIONS 163.3161, ET. SEQ., FLORIDA STATUTES, PROVIDING FOR THE AMENDMENT TO THE TEXT OF THE VILLAGE'S FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN TO CREATE A "COLLEGE-HOSPITAL OVERLAY", WHICH AMENDMENT IS MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR DIRECTIONS TO THE VILLAGE CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR OTHER PURPOSES.

WHEREAS, the Village Council ("Council") of the Village of Palm Springs, Florida ("Village") has adopted a Comprehensive Plan ("Plan") pursuant to the "Local Government Comprehensive Planning and Land Development Regulation Act"; and

WHEREAS, The Village's Plan has been determined to be "in compliance" with the provisions of the Act and Rule 9J-5 of the Florida Administrative Code; and

WHEREAS, the Council wishes to enhance economic (re) development by establishing area-specific land development regulations in consideration of the unique characteristics and opportunities of different sections of the Village; and

WHEREAS, the Council wishes to expand develop allowances and flexibility through a "College-Hospital Overlay" in the Future Land Use Element of the Comprehensive Plan, applicable along South Congress Avenue in proximity to Palm Beach State College and JFK Hospital, in recognition of the commuters traveling to these institutional destinations; and

WHEREAS, Pursuant to Chapter 163, Florida Statutes, and Rule 9J-5, Florida Administrative Code, all subsequent amendments to the Plan must be adopted in accordance with detailed statutory procedures; and

WHEREAS, the Village's LPA has considered the proposed amendments at a duly advertised meeting and has recommended that the Council adopt the Plan Amendments as set forth in the attached Exhibit "A"; and

WHEREAS, the Village Council of the Village of Palm Springs has held all required public hearings; both prior to transmittal and submission of the proposed amendments to the Plan to the Florida Department of Economic Opportunity, and after the proposed amendments to the Plan were returned to the Village of Palm Springs, in accordance with Chapter 163, Florida Statutes; and

NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:

Section 1. The Village Council of the Village of Palm Springs, Florida hereby amends the current Comprehensive Plan dated November 9, 1989, as amended, to create a “College-Hospital Overlay” to supplement the land use categories in the Future Land Use Element, applicable for the South Congress Avenue corridor, which amendment consists of the pages attached hereto as Exhibit “A” and made a part hereof, and which will be incorporated into the current Comprehensive Plan. A copy of the Comprehensive Plan, as amended, is on file in the office of the Village Clerk.

Section 2. This Ordinance shall be effective within the corporate limits of the Village of Palm Springs, Florida.

Section 3. The Village Clerk is hereby directed to transmit five (5) copies of the amendments to the current Comprehensive Plan to the Department of Economic Opportunity as the State Land Planning Agency, and all other interested parties, along with a copy to the Treasure Coast Regional Planning Council, and to any other unit of local government who has filed written request for a copy, within ten (10) working days after adoption, in accordance with Section 163.3184, Florida Statutes.

Section 4. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 5. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this ordinance.

Section 6. Effective Date. The effective date of this Plan Amendment shall be in accordance with Section 163.3184, Florida Statutes; however, no later than thirty-one (31) days after the State Land Planning Agency has received the completed Amendment package. No development order, development permits, or land uses dependent on this Amendment may be issued or commence before the Amendment has become effective.

Council Member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JONI BRINKMAN, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PATTI WALLER, MAYOR PRO TEM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOUG GUNTHER, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LIZ SHIELDS, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, the ____ day of _____, 2016.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading: _____

Second Reading: _____

ATTEST:

BY: _____
SUSAN M. CALJEAN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

EXHIBIT "A"

***Chapter I
Future Land Use Element
Goal, Objectives, and Policies***

.....

Addition of a new Objective O, and related Policies:

Objective O: A College-Hospital Overlay (“CHO” or “Overlay”) shall be maintained in the Village’s Land Development Regulations in order to implement strategies of the Congress Avenue Corridor Study and promote economic (re)development with high intensity/density value-added development along the corridor.

The CHO is established in recognition of the 30,000+ students and 2500 staff that attend Palm Beach State College (a commuter campus) and the 500 doctors and 2200 health care professionals that provide care to patients at the 472-bed JFK Hospital (a full service surgical and emergency facility), both institutions being located along South Congress Avenue and whose employees/clients generate a need for retail, restaurants and personal services in proximity to the campuses.

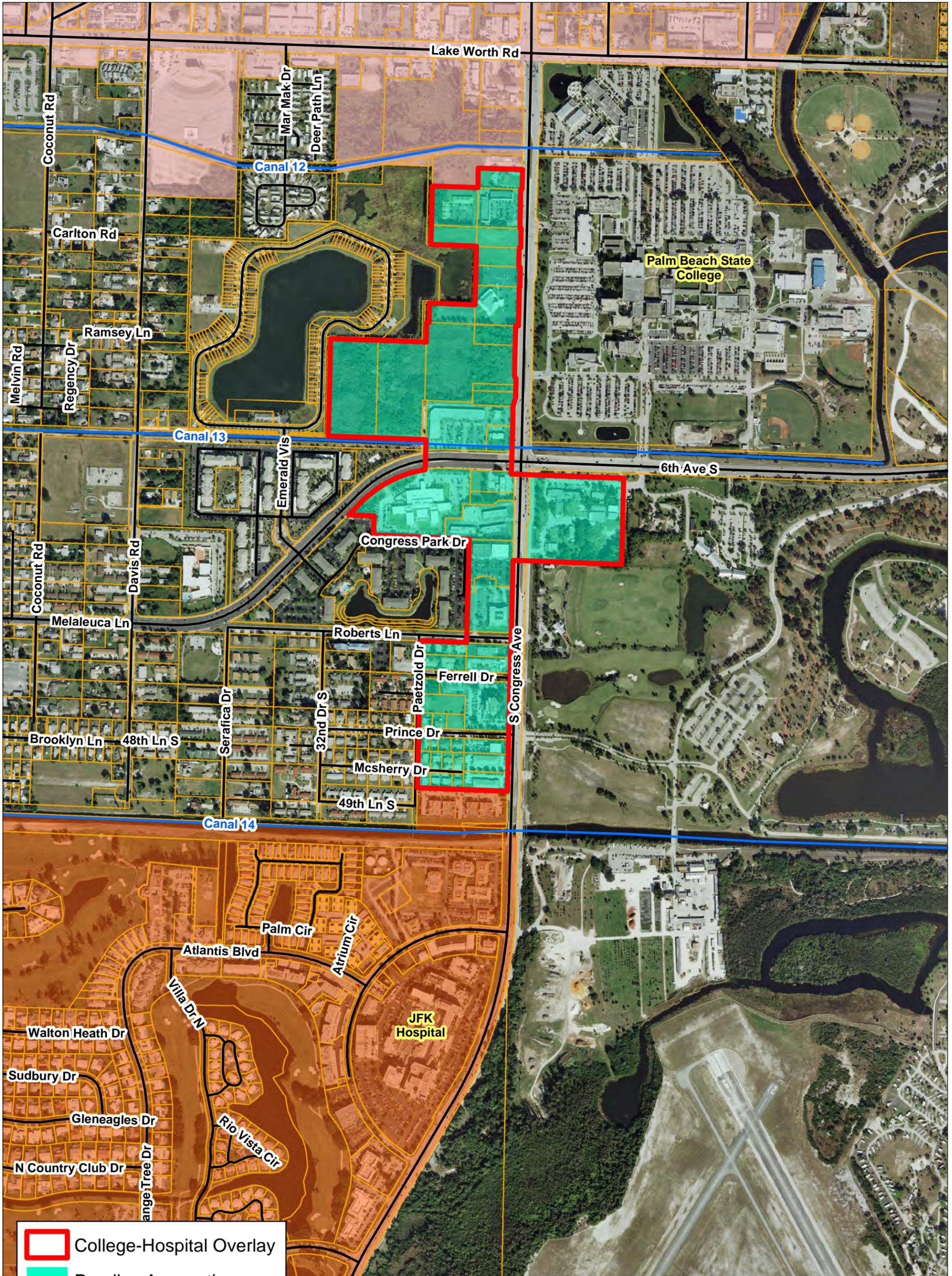
Policy O.1: The allowances of the CHO shall only be applicable to properties along the South Congress Avenue corridor, south of the LWDD L-12 canal, designated with the Mixed Use land use category and Mixed-Use (MU) zoning district that fulfill the objectives of the Overlay.

Policy O.2: The Village shall provide incentives through the CHO to promote a diverse mix of restaurants, retail, offices, and other commercial uses that benefit from drive-by traffic of Palm Beach State College (a commuter campus) and JFK Hospital (a full service emergency facility), and to attract a critical mass of housing within proximity of and to serve the college and hospital and service-oriented uses.

Policy O.3: Mixed-use planned developments within the CHO that fulfill the objectives of the Overlay shall be allowed a residential density up to 35 dwelling units per acre and nonresidential intensity up to 1.0 FAR.

VILLAGE OF PALM SPRINGS

College-Hospital Overlay



-  College-Hospital Overlay
-  Pending Annexation
-  Village Limits
-  Atlantis

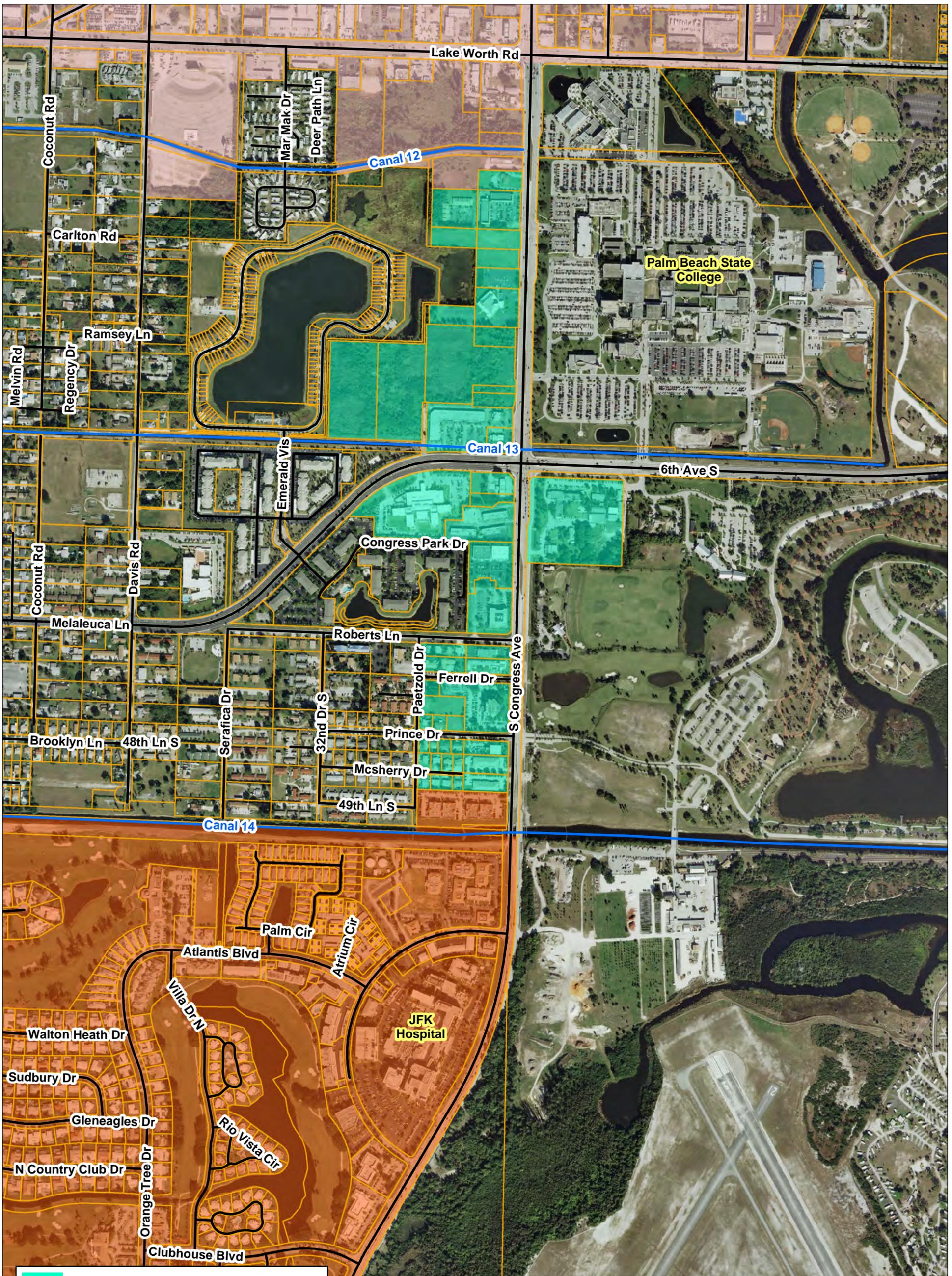


DATE: 8/23/2016



VILLAGE OF PALM SPRINGS

College-Hospital Overlay



-  Annexation on S Congress Ave
-  Village Limits
-  Atlantis



DATE: 7/07/2016



SOUTH CONGRESS AVENUE College-Hospital Overlay

Note: Overlay zoning districts are superimposed over portions of one or more underlying base zoning districts (and planned developments) with the intent of supplementing generally applicable development regulations with additional development regulations that address special area-specific conditions, features, or plans while maintaining the character and purposes of the underlying zoning districts. Some overlay zoning districts include standards that modify or supersede standards applied by the underlying base zoning district.

The College-Hospital Overlay is proposed in recognition of the 30,000+ students and 2500 staff that attend the Lake Worth campus of Palm Beach State College (a commuter campus) and the 500 doctors and 2200 health care professionals that provide care to patients at the 472-bed JFK Hospital (a full service surgical and emergency facility), both institutions being located along South Congress Avenue and whose employees/clients generate a need for retail, restaurants and personal services in proximity to the campuses. These uses contribute to 2,668 and 2,929 peak hour trips in the AM and PM between JFK Drive and 6th Avenue South¹, respectively, on this 6-lane divided arterial with a LOS capacity of 2,940 peak hour trips. And similarly contribute to the 2,528 AM and 2,882 PM peak hour trips between 6th Avenue South and Lake Worth Road².

Purpose: The purpose of the College-Hospital Overlay (“CHO” or “Overlay”) is to implement strategies of the Congress Avenue Corridor Study by promoting redevelopment of South Congress Avenue with high intensity, high density, multi-use development. One objective is to foster a diversity and mix of restaurants, retail, offices, and other commercial uses that benefit from drive-by traffic of Palm Beach State College and JFK Hospital, and to permit additional development density opportunities suitable to attract a critical mass of housing within proximity of the college and hospital (to serve those uses). And a second objective is to create a higher quality environment for students and professors, medical professionals, and visitors through an urban corridor that offers a full complement of uses (housing, shopping, dining, and recreation).

Area: The Overlay Zone is bordered on the north by L-12 Canal, on the south by the City of Atlantis, on the east by Congress Avenue, and on the west by Emerald Lakes/Paetzold Drive, and consists of approximately 55 acres.

Density/Intensity: For new development, the maximum allowable density shall be thirty-five (35) dwelling units per acre and the maximum allowable intensity shall be 1.0 Floor Area Ratio, when rezoned to Mixed-Use (MU) and designed as a planned development that fulfills the intent of the overlay. These standards apply to lands classified Mixed Use by the Future Land Use Map, and replace or supplement those standards applicable to the underlying base land

¹ Palm Beach County Traffic Engineering – 2016 Peak Hour Counts, 6/16/16

² Palm Beach County Traffic Engineering – 2015 Peak Hour Counts, 1/27/16

development district through approval of a mixed-use planned development (MU) per Subdivision VIII. See attached chart comparing mixed use density/intensity allowances of various cities.

Compatibility: Any project proposed under the CHO allowances shall be required to incorporate development design that provides a compatible transition between the overlay area and the adjacent lower-intensity residential neighborhoods.

Modified Development Standards: Performance standards and flexibility offered through waiver allowances of the MU district are applicable to all proposed developments that benefit from/utilize the additional density and intensity afforded by this Overlay.

Parking: In consideration of the demographics of the persons served by the uses in the Overlay, and especially the intended residents (students, medical staff, seasonal residents), a reduction in parking requirements, or use of different parking ratios, is warranted. Dwelling unit bedroom mix, shared parking analyses, and/or other documentation/considerations shall support any parking reductions/variation in parking ratios, which shall be approved as standards of the planned development and based on the mix of uses of the specific project. These deviations are not necessarily transferrable to other properties in the Overlay.

**** NOTE:** *The delineated CHO district is currently unincorporated area that the Village is in the process of annexing. It is currently within the County's Urban Redevelopment Area (URA) and designated as Urban Infill. The URA has unlimited residential density and nonresidential floor area. It is capped only by the allocations within the TCEA. The proposed allowances of the CHO are less intense than those currently allowed by the County.*

Upon annexation, the properties will be designated with a Village land use designation of Commercial or Residential High, depending on the current use. The provisions of the CHO will only become applicable when the property owner petitions for a future land use map amendment to change to Mixed Use land use. At this time, the impacts of the proposed mixed use planned development will be fully analyzed.

COMPARISON

	Residential Potential	Commercial Potential	Redevelopment Potential
Existing RM (with RH land use)	20 du/ac on 7.08 acres	--	141 units
Existing CG (with commercial land use)	--	.5 FAR on 48.22 acres	1.05 million s.f. nonresidential
Existing MU (with RH and Commercial land uses)	20 du/ac on 55 acres	.5 FAR on 55 acres	1100 units 1.2 million s.f. nonresidential
MU (with RH and Commercial land uses) + Proposed Overlay	35 du/ac on 55 acres	1.0 FAR on 55 acres	1925 units 2.4 million s.f. nonresidential

Site-Specific Example:

18.09 acres (10.27 ac res + 7.82 ac com)

Under existing allowances:

With Vertical Integration: 361 units + 395,000 s.f. commercial uses

With Horizontal Mix: 205 units + 170,243 s.f. commercial uses

Under proposed overlay:

With Vertical Integration: 633 units + 788,000 s.f. commercial uses

With Horizontal Mix: 359 units + 340,486 s.f. commercial uses

Comparison of Other Municipalities' Overlay / Mixed-Use Allowances

City	Max. Density	Max. Intensity	Notes
Greenacres MXD	5 du/ac	.25 FAR	
Jupiter Waterway Overlay	15 du/ac	40% lot coverage / 35' height	
Palm Beach Gardens MXD PD	24 du/ac	None	
Riviera Beach C-PUD (bonus)	25 du/ac (50 du/ac hotel/motel)	25 stories	parking reduction
Lake Worth MU-West	30 du/ac	1.4 - 1.3 FAR (bonus .5 FAR)	FAR varies with parcel size
Palm Springs College-Hospital Overlay (proposed)	35 du/ac	1.0 FAR	parking reduction
Boynton SMU MU-L2 MU-L MU-H	20 du/ac 30 du/ac 40 du/ac 80 du/ac	None 1.75 FAR 1.75 FAR 2.0 FAR	Congress Ave Downtown
Jupiter Inlet Harbor Ctr	65% of FAR	5.0 FAR	300' ht 70% lot coverage
Delray Beach MROC ¹	40-50 du/ac	None	85' ht
Fort Lauderdale Downtown TCEA / RAC	None	None	exempt from parking

¹ West of I95



Village of Palm Springs

Executive Brief

AGENDA DATE: February 11, 2016

DEPARTMENT: Land Development

ITEM #: Congress Avenue Corridor Study - Phase 1 - Existing Characteristics Analysis & Benefits/Risks Assessment

SUMMARY: The Land Development Department staff is completing Phase 1 of the Congress Avenue Corridor Study in an effort to develop economic (re)development strategies that are specific to the abutting and adjacent properties. Proposed strategies are expected to consider and incorporate the area's/property's unique characteristics, opportunities or threats. With input from the Land Development Board, the corridor has been divided into three (3) segments:

North:	Southern Blvd south to Forest Hill Boulevard
Central:	Forest Hill Boulevard south to 2 nd Avenue North
South:	L-12 south to Atlantis limits

Note: The study was separated into three (3) sections as each sub-area may warrant different development policies based on the characteristics and needs of each segment of the Congress Avenue corridor.

Staff has conducted an initial analysis of the existing uses and evaluated the redevelopment potential along this heavily traveled north-south corridor, which included data collection and "stakeholder interviews" with property/business owners in each sub-area (the interview process is currently on-going).

At this time, Village Council input is desired to provide direction on the development of strategies for the corridor:

CONGRESS AVENUE CORRIDOR DRAFT DIRECTIVES FOR ECONOMIC (RE)DEVELOPMENT

Common Strategy for Entire Corridor:

- Develop a streetscape program (common landscape theme, intersection treatments, pedestrian amenities, decorative bus stops, decorative street lights, signage, etc.) that will establish an identity for the corridor
 - Investigate financing tools (i.e., CRA, etc.) for implementing the streetscape program

North Sub-Area (Heavy Commercial / Light Industrial):

- Develop incentives to encourage assemblage of parcels to create more viable redevelopment properties
- Encourage/partner with Palm Beach County to extend sanitary sewer infrastructure along entire length of corridor
- Revise zoning regulations to promote office, industrial and heavy commercial uses, and uses related to proximity to airport

Central Sub-Area (Neighborhood-Serving Commercial):

- Revise zoning regulations to restrict uses to neighborhood-serving uses (personal services, sustenance retail, restaurants)
- Develop incentives to encourage transition of residential parcels and assemblage of parcels to create longer lot depth to enhance redevelopment opportunities
- Strengthen requirements for compatibility buffers between commercial and residential parcels

South Sub-Area (Institutional Support):

- Revise comprehensive plan and zoning provisions to allow greater density/intensity to promote mixed-use development to serve PBSC and JFK
- Promote restaurant and retail uses oriented towards passersby
- Encourage FDOT to accommodate bicycle lanes within existing road cross-section

Staff has held workshop discussions with the Land Development Board during their November 2015, December 2015 and January 2016 meetings. The Board reviewed the data and stakeholder input and conducted a Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis.

Stakeholder Interview notes and the SWOT analysis for Phase 1 are attached.

ATTACHMENTS:

1. Corridor Overview Map – Sub-Areas
2. Phase 1 Summaries
3. Corridor Maps with Business
4. Corridor Land Use Analysis
5. Parcel Spreadsheets

CONGRESS AVENUE CORRIDOR

SOUTH Sub-Area

Existing Characteristics

of Parcels: 38

Total Acreage: 55 acres

Total Assessed Value: \$ 31.9 million

Land Uses:

Predominantly unincorporated Urban Infill future land use designations
Upon annexation, Commercial land use and Commercial General (CG) zoning

Businesses: Census Economic Data identifies 4 predominant industries for area:

- Health Care
- Retail Trade
- Construction
- Professional/Scientific/Technical Services

BTR data - See Map and Spreadsheet (medical office cluster in proximity to JFK)

Housing: 110 residential units exist along corridor

Natural and Building Environment:

Infrastructure

PBC Water Utilities service area north of Melaleuca Lane/Roberts Lane

Atlantis service area south of Melaleuca Lane/Roberts Lane

Lake Worth Utilities service area south of 6th Ave S. (east side of Congress)

Fiber optics available through Comcast (FPL Fibernet and AT&T not in corridor)

Area served by LWDD lateral canals (L12, L13, and L14)

C-51 basin rule = no net loss of storage > may affect developable area

Power lines

Major facilities on West side of arterial

Flood zones

AE 13' Zone: South of L12 Canal (north of 6th Ave S)

X Zone: South of 6th Ave S

Environmental Characteristics

No wellfield zones

No State designated brownfields

Soils are generally categorized as Myakka-Immokalee-Basinger, an Urban Land association, which are typically disturbed lands capable of supporting development

Vacant lands south of L12 have remnant wetland characteristics requiring mitigation (Loxahatchee Mitigation Bank is available)

Airport zones

Height restrictions: distance from runway / 100 = max. bldg. height

Lantana Airport horizontal surface elevation 366' MSL extends to L11 Canal

Transportation system:

County 6-lane divided arterial

LOS B = 35,163 adt 6th Ave S-JFK; 35,712 adt LWRd – 6th Ave S

TCEA

38 Parcels abutting Congress are within Exception Area

TCEA approved for 34,390 new net (daily) trips

Road projects

No programmed improvements in TIP or 5-year Road Program

Transit

Palm Tran Route 2 (1/2 hour intervals)

Palm Tran Route 62 via LW Rd to PBSC (20 minute intervals)

Tri-Rail Shuttle Bus from LW station west along LWRD to Congress

Arterial cross-section wider to accommodate Bike lane, but needs to be better delineated

Sidewalks

6' sidewalks on both sides of street, immediately abutting travel lanes

Crosswalks need to be better delineated around College and Park

Zoning

CG parcel minimum dimensions = 100'x200'

Nonconforming parcels under same ownership as abutting parcels to allow for aggregation

Projected Conditions

Market Opportunities

Proximity to Palm Beach State College

Potential for Mixed Use developments to serve PBSC

➤ Need for increased density/intensity to meet need

Stakeholder Interviews

(1)

- Potential for customers due to PBSC, JFK and medical offices is tremendous
- Security issues in area need to be addressed with enhanced policing
- Village should promote development of vacant properties
- Financial incentives for new construction would facilitate new development
- There are sufficient gas stations in the area – promote retail/restaurants
- The Village should brand itself to promote an identity

(2)

- The corridor is currently underserved – there is a need for retail and restaurants
- This is a commuter area (PBSC/JFK) and drive-by uses will be most successful
- There is not a lot of synergy between uses – a stronger connection with PBSC would be beneficial for business viability
- Pedestrian crossing to PBSC needed
- Costs of construction warrant additional density/intensity
- Marketing Palm Springs' identity will generate better exposure and create excitement, which leads to more business interest (more tenants)

(3)

- Homeless panhandlers and vagrants are a major problem that affect the marketability of the plaza to new tenants
- Litigiousness becoming an issue and affecting profitability (ADA lawsuits)
- Not sure the Village can create a better business environment due to these issues

(4)

- Traffic along this segment of Congress Avenue can be heavy at times – need adequate median cuts and U-turns for any new businesses along the corridor
- Property owners in the area need to undertake better upkeep of their properties (landscaping and buildings)
- Additional restaurants and retail area needed to serve students/faculty
- Homeless are an issue; have to rely on Trespass citations to control
- PBSC is a commuter campus – pedestrian improvements along the corridor are not needed, and may only contribute to unauthorized entry and requirement for additional fencing along campus perimeters
- Need adjacent businesses to have adequate parking to meet their own needs so that patrons are not parking at PBSC and crossing street

Benefits and Risks Assessment

Strengths:

Proximity to Palm Beach State College and JFK Hospital
Village has Mixed-Use land use – just need to promote it
Village willing to annex entire corridor for consistent treatment/application of strategies
Corridor study will allow community to review/revise permissible densities/intensities
Convenient access to I95; Congress Ave not congested

Weaknesses:

Scarcity of restaurants and uses that cater to student population or medical staff
Public lands on east side of corridor necessitate commercial and residential uses to be located on west side (less land area to provide conveniently located services, restaurants and housing) > may necessitate increase in density/intensity to provide service node
Lack of streetscape to enhance image and demonstrate Village interest in area
Better code enforcement needed on Lake Worth Road to give better impression of area (signs/ads in windows, temporary signs/feather flags, etc.)

Opportunities:

Vacant land and interested property owner willing to develop mixed-use
25,000 students commuting to PBSC along corridor
Medical use should be promoted
Residential uses for medical staff
Change in market conditions and change to Village General Commercial zoning will promote commercial uses that benefit from drive-by traffic of college and hospital
Nice residential areas behind commercial parcels to support businesses along corridor
Ability to annex remainder of commercial corridor to Atlantis limits
John Prince Park provides opportunity for leisure and sports
Amatuer sports complex would benefit area
Village Police, upon annexation, will enforce No Trespass postings and deter loitering/panhandling
Corridor study allows businesses opportunity to influence planning efforts and become more invested in the future
Intergovernmental relations are strong and allow for collaborative efforts
Creation of CRA would provide tool for refining redevelopment strategies, financing initiatives and marketing area
TCEA provides sufficient roadway capacity for redevelopment opportunities
Tri-Rail Shuttle offers transit alternative for students commuting to PBSC

Threats:

Medical office buildings have viable businesses and will be difficult to encourage redevelopment of properties

Homeless are allowed to congregate at John Prince Park

Vagrants at intersection and sleeping at bus stops

East-West arterials need attention to improve traffic flow at peak hours

Ability to enhance pedestrian environment along 6-lane arterial

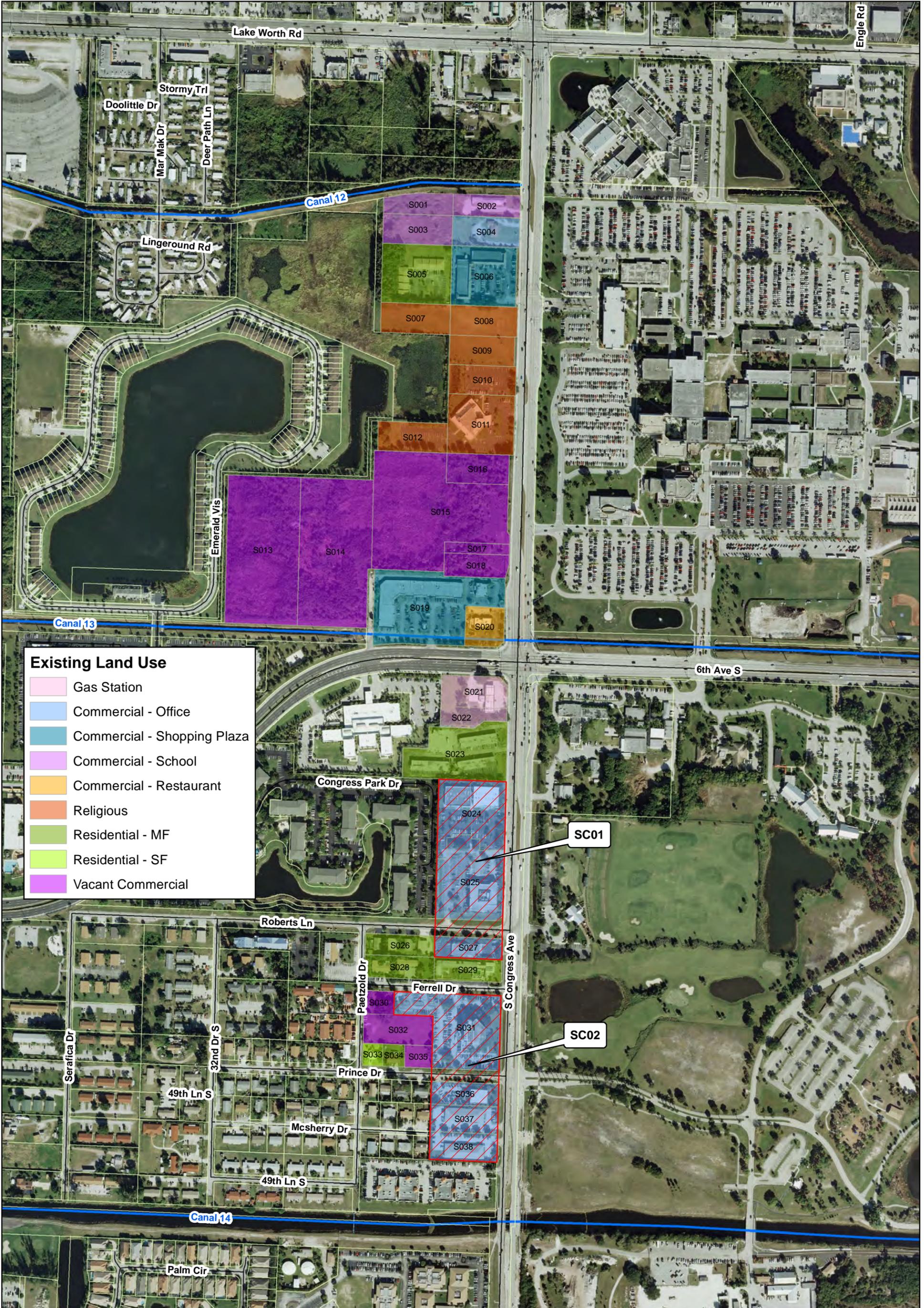
Need own zip code to promote “sense of place” and identity for Palm Springs

Corridor left to market forces with no clear vision

Limited grants or appropriations to assist Village with financial requirements

VILLAGE OF PALM SPRINGS

Congress Avenue Corridor - South Study Area



Existing Land Use

- Gas Station
- Commercial - Office
- Commercial - Shopping Plaza
- Commercial - School
- Commercial - Restaurant
- Religious
- Residential - MF
- Residential - SF
- Vacant Commercial

Clusters



DATE: 11/24/2015



Village of Palm Springs

Congress Avenue Corridor Study (Analysis of Existing Land Use)

South Area - Canal 12 to Atlantis

Map ID	Type of Land Use	Location	Clustering	Cluster Number	Number of Parcels	Number of Businesses	Total Businesses of Same Type
S021	Gas Station	4567 S Congress Ave	No		1	1	1
S022	Gas Station	S Congress Ave	No		1	0	
S004	Commercial - Office	4163 S Congress Ave	No		1	1	8
S024	Commercial - Office	4665 S Congress Ave	Yes	SC01	3	3	
S025		4685 S Congress Ave					
S027		4765 S Congress Ave					
S031	Commercial - Office	4801 S Congress Ave	Yes	SC02	4	4	
S036		4889 S Congress Ave					
S037		4909 S Congress Ave					
S038		4949 S Congress Ave					
S006	Commercial - Shopping Plaza	4175 S Congress Ave	No		1	1	2
S019	Commercial - Shopping Plaza	4455 S Congress Ave	No		1	1	
S001	Commercial - School	S Congress Ave	No		1	0	1
S002	Commercial - School	4137 S Congress Ave	No		1	1	
S003	Commercial - School	S Congress Ave	No		1	0	
S020	Commercial - Restaurant	4483 S Congress Ave	No		1	1	1
S007	Religious	S Congress Ave			1	0	0
S008	Religious	S Congress Ave			1	0	
S009	Religious	S Congress Ave			1	0	
S010	Religious	S Congress Ave			1	0	
S011	Religious	4320 S Congress Ave			1	0	
S012	Religious	4320 S Congress Ave			1	0	
S005	Residential - MF	4177 S Congress Ave			1	0	0
S023	Residential - MF	4611 S Congress Ave			1	0	
S026	Residential - MF	3071 Roberts Lane			1	0	
S028	Residential - MF	3083 Ferrell Drive			1	0	
S029	Residential - MF	4787 S Congress Ave			1	0	
S034	Residential - MF	3093 Prince Drive			1	0	
S033	Residential - SF	3115 Prince Drive			1	0	0
S013	Vacant Commercial	S Congress Ave			1	0	0
S014	Vacant Commercial	S Congress Ave			1	0	
S015	Vacant Commercial	4411 S Congress Ave			1	0	
S016	Vacant Commercial	S Congress Ave			1	0	

S017	Vacant Commercial	S Congress Ave	1	0
S018	Vacant Commercial	S Congress Ave	1	0
S030	Vacant Commercial	3098 Ferrell Drive	1	0
S032	Vacant Commercial	Paetzold Drive	1	0
S035	Vacant Commercial	3075 Prince Drive	1	0

Village of Palm Springs
Congress Avenue Corridor Study
South Area - Canal 12 to Atlantis

Map ID	Street Number	Street Name	PCN	Multiple Addresses	ELLU/Residential	ELLU/Non-Residential	Within Village Limits	Parcel Size (Acres)	Assessed Value 2013 (Dollars)	Assessed Value 2015 (Dollars)	Approx Parcel Frontage	Approx Parcel Depth
S001		S Congress Ave	70434430010310010			Commercial - School	Yes	0.6802	79,782	88,638	0'	300'
S002	4137	S Congress Ave	70434430010320010			Commercial - School	Yes	0.7125	191,490	186,228	100'	300'
S003		S Congress Ave	70434430010310020			Commercial - School	Yes	0.9899	124,659	138,497	0'	300'
S004	4163	S Congress Ave	00434430010320020			Commercial - School	No	0.9500	383,040	412,608	135'	300'
S005	4177	S Congress Ave	00434430010310030	4177 Apts 1-16	Residential - MF (16 Units)	Commercial - Office - Professional	No	1.9797	732,871	831,532	0'	300'
S006	4175	S Congress Ave	00434430010320030	4175 Units A-W		Commercial - Shopping Plaza	No	1.8558	1,323,381	1,476,808	275'	300'
S007		S Congress Ave	00434430010310050			Vacant	No	0.9800	141,120	141,120	0'	300'
S008		S Congress Ave	00434430010320050			Vacant	No	0.9600	196,545	198,636	135'	300'
S009		S Congress Ave	00434430010330010			Vacant	No	0.9279	189,969	191,990	135'	300'
S010		S Congress Ave	00434430010330020			Parking Lot	No	0.9600	200,980	202,863	135'	300'
S011	4320	S Congress Ave	00434430010330030			Church Building	No	1.8995	1,394,969	1,663,143	270'	300'
S012	4320	S Congress Ave	00434430010340040			Parking Lot	No	0.9800	233,591	233,284	0'	315'
S013		S Congress Ave	00434430010610010			Vacant	No	5.1800	518,000	518,000	680'	325'
S014		S Congress Ave	00434430010620010			Vacant	No	5.0900	509,000	509,000	0'	335'
S015	4411	S Congress Ave	00434430010340050			Vacant	No	5.8784	587,840	587,840	270'	625'
S016		S Congress Ave	00434430010330050			Vacant	No	0.8925	89,250	89,250	135'	285'
S017		S Congress Ave	00434430010640032			Vacant	No	0.3400	34,000	34,000	50'	300'
S018		S Congress Ave	00434430010640031			Vacant	No	0.7056	70,560	70,560	100'	300'
S019	4455	S Congress Ave	00434430160010000	4455, 4485, 4469 Units 101-123		Commercial - Shopping Plaza	No	3.7800	2,780,651	3,039,257	600'	335'
S020	4483	S Congress Ave	00434430160020000			Commercial - Restaurant	No	0.7400	595,523	630,130	180'	180'
S021	4567	S Congress Ave	00434430010650010			Commercial - Gas Station	No	0.9871	987,046	1,027,117	300'	145'
S022		S Congress Ave	00434430010650032			Commercial - Gas Station	No	0.5945	466,905	471,566	60'	300'
S023	4611	S Congress Ave	00434430010650031	4611 Apts 101-120, 201-215, 301-320	Residential - MF (59 Units)		No	2.4334	1,846,397	2,094,087	280'	450'
S024	4665	S Congress Ave	00434430150000020	4665 Units 100, 102; 4671 Units 100A, 100B, 101		Commercial - Office - Medical	No	2.1000	2,738,328	3,111,339	316'	272'
S025	4685	S Congress Ave	00434430150000010	4685 Units 100, 200		Commercial - Office - Medical	No	2.4100	3,553,898	3,981,432	320'	272'
S026	3071	Roberts Lane	00434430010980010	3071, 3073, 3075, 3077, 3091, 3093, 3103, 3105	Residential - MF (6 Units)		No	0.7000	255,657	309,345	315'	95'
S027	4765	S Congress Ave	00434430010970010	4765 Units A, B		Commercial - Office - Medical	No	0.6700	850,000	841,165	305'	95'
S028	3083	Ferrell Drive	00434430010980020	3083 Apts 5-10, 3105 Apts 1-4	Residential - MF (10 Units)		No	0.7707	246,895	298,744	315'	105'
S029	4787	S Congress Ave	00434430010970020	4787 Apts 1-15	Residential - MF (16 Units)		No	0.7500	487,235	568,431	305'	105'
S030	3098	Ferrell Drive	00434430010980030			Vacant	No	0.3302	50,779	51,354	135'	105'
S031	4801	S Congress Ave	00434430010970030	4801 Units 101-400		Commercial - Office - Medical	No	2.8568	4,900,000	4,523,310	340'	310'
S032		Paetzold Drive	00434430010980040			Vacant	No	0.9897	152,185	153,910	140'	314'
S033	3115	Prince Drive	00434430010980051		Residential - SF		No	0.2200	49,368	78,477	90'	100'
S034	3093	Prince Drive	00434430010980052	3093, 3097	Residential - MF (2 Units)		No	0.2300	72,782	74,465	100'	100'
S035	3075	Prince Drive	00434430010980053			Vacant	No	0.2927	45,008	45,518	125'	100'
S036	4889	S Congress Ave	00434430011280010	4889 Units 100, 201; 3056 Prince Drive		Commercial - Office - Medical	No	0.6901	1,268,088	1,467,564	100'	310'
S037	4909	S Congress Ave	00434430110000010	4909, 4911, 4913, 4915		Commercial - Office - Medical	No	0.9000	369,469	406,416	130'	310'
S038	4949	S Congress Ave	00434430011280030	4949 Units A-E		Commercial - Office - Medical	No	0.9000	1,025,585	1,155,166	130'	310'
TOTALS								55.31	\$ 29,742,846.00	\$ 31,902,790.00		



Village of Palm Springs

Executive Brief

AGENDA DATE: September 8, 2016

DEPARTMENT: Police Department

ITEM #19: Ordinance 2016-13 – Village Code Amendment – Off Duty Police Details

SUMMARY: The Police Department is recommending various amendments to Village Code related to Off-Duty Police Details to clarify certain requirements and fees. The proposed amendments include the following:

- . Fees for off-duty police detail services and the associated administrative expenses will be established in the fee schedule as approved by the Village Council
- . Deletes language defining the minimum charge required when a detail is cancelled within 48 hours prior to the start of the detail. This language has instead been included in the approved fee schedule
- . Off-duty details would be required to first be contracted with the Village's Police Department, and provided that proper notice is provided and the detail cannot be filled by the Village within 24-hours of the event, then another law enforcement agency, having proper jurisdiction, may be contracted to perform services requested

The proposed amendment was prepared by the Village Attorney and reviewed by the Chief of Police.

If approved on 1st reading, the proposed ordinance will be presented for consideration on 2nd and final reading during the Village Council's meeting on September 22nd.

FISCAL IMPACT:

There is no direct fiscal impact to the Village as a result of the proposed amendment.

ATTACHMENTS:

1. Proposed Ordinance 2016-13 - Off Duty Police Details

ORDINANCE NO. 2016-13

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, PROVIDING FOR AN AMENDMENT TO CHAPTER 46 “OFFENSES AND MISCELLANEOUS PROVISIONS”; SECTION 46-4 “OFF-DUTY POLICE DETAIL”; TO CLARIFY CERTAIN REQUIREMENTS AND FEES FOR OFF-DUTY POLICE DETAILS; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs, Florida (the “Village”) is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Village Council wishes to facilitate the employment of Village police officers by separate and independent private employers needing off-duty police or traffic control services; and

WHEREAS, in adopting a clear and efficient set of procedures and fees for off-duty police details, the Village Council seeks to protect and enhance the protection of all residents and businesses in the Village as a legitimate exercise of its inherent police power; and

WHEREAS, the regulations and requirements herein set forth are the minimum requirements to promote the safety and general welfare, and to protect the character of business and industrial areas throughout the Village; and

WHEREAS, the Village Council has reviewed these proposed amendments and determined that such amendments further the protection of the public health, safety and general welfare of the residents, citizens and businesses of the Village.

NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:

Section 1. Findings. The Village Council finds the above statements are true and correct, and serve as a basis for consideration of this ordinance.

Section 2. Chapter 46 "Offenses and Miscellaneous Provisions", is amended as follows:

Sec. 46-4. Off-Duty Police Detail

(a) When used in this section, the word "department" shall mean the Village of Palm Springs Police Department.

(b) The department may facilitate the employment of village police officers by separate and independent private employers needing off-duty police or traffic control services. Such employment must be by contract. No contract shall in any way limit or restrict officers from discharging their primary law enforcement responsibilities or preventing and detecting crime. The chief of police or his or her designee shall sign the contract on behalf of the village. Any conflict between the written contract and the provisions of this section, the provisions of this section shall prevail.

(c) Unless waived by the chief of police or his or her designee, should a private employer desire to contract an off-duty police detail, the private employer must first contract with the department for such services. If the department is given at least seven days' notice and the off-duty police detail cannot be filled within 24-hours of the event, then the private employer may contract with another law enforcement agency having jurisdiction within the Village of Palm Springs.

(ed) The department shall establish rates for off-duty detail services, which include and fees for the department's administrative expenses. The rates and administrative fees may be approved by resolution. shall be as set forth in the fee schedule as adopted by village council.

(de) Prior to or during the term of the contract, the department may require the private employer to pay all estimated charges in advance of services being performed or require the private employer to furnish a letter of credit or other suitable security from a financial institution reasonably acceptable to the village and in form and substance reasonably satisfactory to the village ("letter of credit"). The amount of the letter of credit shall be determined in the department's sole discretion but not be less than three

months of the estimated charges under the contract. The village will be authorized to draw from the letter of credit any and all amount thereof if the private employer defaults on any term or condition of the contract with the village with a statement from the chief of police certifying that the private employer has defaulted under the contract. The village may utilize the drawn amount for any purpose including, but not limited to, pursuing other remedies to enforce the terms and conditions of the contract and payment of the officers providing the detail. The letter of credit shall be valid for the term of the contract. Upon the cancellation or termination of the contract, the letter of credit shall be returned to the private employer.

~~(e) — Should the private employer recognize that the off-duty police services for which it contracted will no longer be required, for any circumstances, the private employer agrees to notify the department no later than 48 hours prior to the start of such requested services. In the event that the private employer fails to do so, the village shall charge a minimum of two hours for each officer who responds to the private employer's establishment.~~

(f) Should an investigation or arrest be initiated by an off-duty detail officer arising out of the performance of the services provided by the officer to the private employer, and the investigation or arrest requires the officer to work more than the allotted time as specified within the permit or contract, the private employer agrees to pay for the additional time at the department's established rates.

(g) In consideration for the village allowing private employers to hire police personnel for off-duty details, the private employer shall indemnify and save harmless the village, its officers, agents and employees from, or on account of, any injuries or damages received or sustained by any person or persons during, or on account of, any act or omission of a police officer while the police officer is employed by the private employer, regardless of whether the act or omission occurred while the officer was discharging his or her primary law enforcement responsibilities of preventing and detecting crime or controlling traffic.

(h) In the event a private employer is in default with the terms of the contract for the off-duty police services, or is otherwise in violation of this section, the village may enforce the contract and/or this section through the village's code enforcement procedures and/or by appropriate remedy in court at the village's discretion.

Section 3. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 4. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

Section 5. Effective Date. This Ordinance shall become effective immediately upon adoption.

Council Member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JONI BRINKMAN, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PATTI WALLER, MAYOR PRO TEM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOUG GUNTHER, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LIZ SHIELDS, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, the ____ day of _____, 2016.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
Bev Smith, Mayor

First Reading: _____
Second Reading: _____

Ordinance No. 2016-13

ATTEST:

BY: _____
Susan M. Caljean, Village Clerk

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
Glen J. Torcivia, Village Attorney