



CITY OF NORTH MIAMI BEACH

Special Meeting

City Hall, Commission Chambers, 2nd Floor

17011 NE 19th Avenue

North Miami Beach, FL 33162

Thursday, September 24, 2026

6:30 PM

Mayor Michael Joseph
Vice Mayor McKenzie Fleurimond
Commissioner Jay R. Chernoff
Commissioner Daniela Jean
Commissioner Phyllis S. Smith
Commissioner Fortuna Smukler
Commissioner Lynn Su

City Manager Darvin Williams
City Attorneys Greenspoon Marder LLP
City Clerk Andrise Bernard, MMC

Notice to All Lobbyists

Any person who receives compensation, remuneration or expenses for conducting lobbying activities is required to register as a Lobbyist with the City Clerk prior to engaging in lobbying activities before City Boards, Committees, or the City Commission.

Special Meeting Agenda

- 1. ROLL CALL OF CITY OFFICIALS**
- 2. INVOCATION**
A Moment of Silence for the late Retired Lieutenant Al Sturtz
- 3. PLEDGE OF ALLEGIANCE**
- 4. PRESENTATIONS / DISCUSSIONS**
- 5. PUBLIC COMMENT**
- 6. ANNOUNCEMENTS**
- 7. CITY COMMISSION REPORTS**
- 8. CITY MANAGER'S REPORT**
- 9. CITY ATTORNEY'S REPORT**
- 10. CONSENT AGENDA**
 - 10.1. Budget Workshop Minutes of August 25, 2026 (Andrise Bernard,**

MMC, City Clerk)

10.2.Commission Conference Minutes of August 27, 2026 (Andrise Bernard, MMC, City Clerk)

10.3.Regular Commission Meeting Minutes of August 27, 2026 (Andrise Bernard, MMC, City Clerk)

10.4.Public Budget Hearing Minutes of September 10, 2026 (Andrise Bernard, MMC, City Clerk)

10.5.Resolution No. R2026-126 Calling for the City of North Miami Beach General Election (Andrise Bernard, MMC, City Clerk)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH CALLING FOR A GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2026 FOR THE PURPOSE OF ELECTING PERSONS TO FILL THREE CITY COMMISSION SEATS (GROUPS 2, 4, AND 6); PROVIDING FOR A RUNOFF ELECTION IF REQUIRED TO BE HELD ON DECEMBER 1, 2026; PROVIDING FOR CONDUCT OF SAID ELECTIONS BY THE MIAMI-DADE COUNTY ELECTIONS DEPARTMENT; PROVIDING THAT VOTING PRECINCTS FOR SAID ELECTIONS SHALL BE THOSE AS ESTABLISHED BY MIAMI-DADE COUNTY; PROVIDING FOR NOTICE OF SAID ELECTIONS; PROVIDING FOR THE FORMS OF BALLOT; AND PROVIDING FOR PAYMENT FOR CONDUCTING ELECTIONS TO MIAMI-DADE COUNTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

10.6.Resolution No. R2026-127 Approving the Community Redevelopment Agency (CRA) FY27 Budget (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY FISCAL YEAR 2026-27 BUDGET; AUTHORIZING THE CITY CLERK OR DESIGNEE TO TRANSMIT THE BUDGET TO MIAMI-DADE COUNTY; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE ALL ACTION NECESSARY TO COMPLETE THE APPROVAL PROCESS FOR THE NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY FISCAL YEAR 2026-27 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

10.7.Resolution No. R2026-128 to Approving a Budget Transfer for Community Development Department (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF

THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING AND APPROVING A BUDGET TRANSFER WITHIN THE ANNUAL BUDGET FOR FISCAL YEAR OCTOBER 1, 2025, TO SEPTEMBER 30, 2026, IN THE AMOUNT OF \$129,950 FROM CITY MANAGERS CONTINGENCY AND GOVERNMENT NON DEPARTMENT CONTINGENCY ACCOUNTS TO SUPPORT STAFF AUGMENTATION SERVICES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

10.8. Resolution No. R2026-129 Approving a Purchase Order with Inspire Placemaking Collective (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER BETWEEN THE CITY AND INSPIRE PLACEMAKING COLLECTIVE, INC. FOR GENERAL PLANNING AND STAFF AUGMENTATION SERVICES FOR THE COMMUNITY DEVELOPMENT DEPARTMENT; IN A BUDGETED AMOUNT NOT TO EXCEED \$130,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

10.9. Resolution No. R2026-130 Approving a Purchase Order with Allied Universal Corporation (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER FOR SWIMMING POOL CHEMICALS THROUGH A PIGGYBACK CONTRACT WITH ALLIED UNIVERSAL CORPORATION IN AN ANNUAL AMOUNT NOT TO EXCEED \$60,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

10.10. Resolution No. R2026-131 Approving a Purchase order with Fastenal Company (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER FOR FACILITIES

MAINTENANCE, REPAIR AND OPERATIONS (MRO) AND INDUSTRIAL SUPPLIES THROUGH A PIGGYBACK CONTRACT WITH FASTENAL COMPANY IN AN ANNUAL AMOUNT NOT TO EXCEED \$175,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

10.1 Resolution No. R2026-132 Approving a Purchase order with Condo Electric (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER FOR ELECTRIC MOTOR AND PUMP REPAIR SERVICES THROUGH A PIGGYBACK CONTRACT WITH CONDO ELECTRIC MOTOR REPAIR CORP IN AN ANNUAL AMOUNT NOT TO EXCEED \$225,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

10.1 Resolution No. R2026-133 Approving a Purchase Order with Genuine Parts Company (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER BETWEEN THE CITY AND GENUINE PARTS COMPANY DBA NAPA AUTO PARTS, FOR THE PURCHASE OF MOTOR VEHICLE ROTARY LIFTS; IN A BUDGETED AMOUNT NOT TO EXCEED \$89,191.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

10.1 Resolution No. R2026-134 to Approve Change order with Library Interiors of Florida (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH LIBRARY INTERIORS OF FLORIDA, INC. INCREASING THE ESTIMATED EXPENDITURE BY \$35,000.00, FOR LIBRARY SHELVING; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION;

PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- 10.14 Resolution No. R2026-135 Approving Purchase Order with Sunbelt Rentals, INC (Sponsored by City Manager Darvin Williams)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER FOR EQUIPMENT AND TOOL RENTAL SERVICES THROUGH A PIGGYBACK CONTRACT WITH SUNBELT RENTALS, INC. IN A BUDGETED AMOUNT NOT TO EXCEED \$225,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- 10.15 Resolution No. R2026-136 Approving a Change Order with MKI Services, Inc(Sponsored by City Manager Darvin Williams)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH MKI SERVICES, INC. INCREASING THE CONTRACT BY AN AMOUNT NOT TO EXCEED \$80,900.00 FOR THE PURCHASE OF HAYWARD GORDON SLUDGE PUMPS; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

- 10.16 Resolution No. R2026-137 Approving an Increase in Expenditure with Fierman PLLC (Sponsored by City Manager Darvin Williams)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING AN INCREASE IN EXPENDITURE FOR FINANCIAL ADMINISTRATION SUPPORT & STAFF AUGMENTATION SERVICES WITH FIERMAN PLLC DBA FIERMAN ACCOUNTANTS AND ADVISORS (FORMERLY CFLG), IN A BUDGETED AMOUNT NOT TO EXCEED \$150,000; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR

SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

11. LEGISLATION

**11.1.Resolution No. R2026-138 NMB Prohibition Event Sponsorship
(Sponsored by Vice Mayor Phyllis S.Smith and co-sponsored by
Commissioner Lynn Su)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ESTABLISHING A POLICY PROHIBITING THE MAYOR OR ANY MEMBER OF THE CITY COMMISSION WHO IS A CANDIDATE FOR RE-ELECTION FROM USING MUNICIPAL FUNDS OR RESOURCES TO SPONSOR, HOST, CO-HOST, OR OTHERWISE FUND CERTAIN EVENTS DURING THE NINETY (90) DAYS IMMEDIATELY PRECEDING THE ELECTION IN WHICH SUCH OFFICIAL IS A CANDIDATE; PROVIDING FOR DEFINITIONS; PROVIDING EXCEPTIONS FOR OFFICIAL CITY EVENTS AND EMERGENCY OR ESSENTIAL GOVERNMENTAL FUNCTIONS; PROVIDING FOR IMPLEMENTATION BY THE CITY MANAGER; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

11.2.Resolution No. R2026-139 Approving Contract Renewal with Black & Veatch for Program Management Staff Augmentation (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE FINAL ONE-YEAR RENEWAL TERM FOR PROGRAM MANAGEMENT AND STAFF AUGMENTATION WITH BLACK & VEATCH CORPORATION IN AN AMOUNT NOT TO EXCEED \$593,435.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

11.3.Resolution No. R2026-140 Approving a Purchase Order in the Amount of \$7,000,000 for Master IT Operations (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE UTILIZATION OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES, NATIONAL

COOPERATIVE PURCHASING ALLIANCE, GENERAL SERVICES ADMINISTRATION AND OTHER NATIONAL COOPERATIVES FOR THE PURCHASE OF THE CITY'S INFORMATION TECHNOLOGY HARDWARE, SOFTWARE SERVICE AND MAINTENANCE OPERATIONAL NEEDS; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL RELATED DOCUMENTS TO EFFECTUATE THE PURCHASES WITH THE AWARDED VENDORS & AUTHORIZED DISTRIBUTORS IN THE TOTAL BUDGETED NOT TO EXCEED AMOUNTS HEREIN FOR FISCAL YEAR 2026-2027; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

12. APPOINTMENTS

13. CITY COMMISSION REPORTS

14. NEXT REGULAR CITY COMMISSION MEETING

Tuesday, October 20, 2026

15. ADJOURNMENT



**Consent Agenda
6.1.**

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	September 24, 2026

RE: Budget Workshop Minutes of August 25, 2026 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- Budget Workshop Minutes of August 25, 2025



CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 N.E. 19th Avenue
North Miami Beach, FL. 33162
Tuesday, August 25, 2026

Mayor Michael Joseph
Vice Mayor McKenzie Fleurimond
Commissioner Jay Chernoff
Commissioner Daniela Jean
Commissioner Phyllis S. Smith
Commissioner Fortuna Smukler
Commissioner Lynn Su

City Manager Darvin Williams

City Attorney Greenspoon Marder

City Clerk Andrise Bernard, MMC

Budget Workshop Minutes

ROLL CALL OF THE CITY OFFICIALS

The Budget Workshop was called to order at 6:01pm.

Mayor Michael Joseph, Vice Mayor McKenzie Fleurimond, Commissioner Jay Chernoff, Commissioner Phyllis Smith, Commissioner Fortuna Smukler, and Commissioner Lynn Su were present.
Commissioner Daniela Jean was absent.

The Pledge of Allegiance was led by the Commission.

City Manager Darvin Williams provided updates on items discussed at the previous Budget Workshop.

City Manager Darvin Williams presented the Finance Department and discussed the accomplishments (timely completion of annual reporting, renewed focus on internal controls, and procedures to provide more efficient operations) and goals (move 25% to 50% vendors to ACH payments, update accounting and related policies, and initiate quarterly budget reviews) and provided the staffing and expenditures (compensation and operating expense) that were adopted for Fiscal Year 2025-2026 and proposed for Fiscal Year 2026-2027.

City Manager Darvin Williams presented the Human Resources Department and discussed the responsibilities (human resources, risk management, and workers compensation) and goals (self-service portals, electronic onboarding, market benchmarking study, middle management training, active case management, standard operating procedures development, and policy modernization) and provided the staffing, funding, and expenditures (compensation and operating expense) that were adopted for Fiscal Year 2025-2026 and proposed for Fiscal Year 2026-2027.

City Manager Darvin Williams presented the Information Technology (IT) Department and discussed the goals (AI and automation tools, cybersecurity threat detection and response, portal software implementation and electronic plan review, and comprehensive service metrics) and provided the staffing, funding, and expenditures that were adopted for Fiscal Year 2025-2026 and proposed for Fiscal Year 2026-2027.

City Manager Darvin Williams presented the Procurement Department and discussed the mission of promoting competition, ensuring compliance, maximizing public resources, and supporting city departments and provided the goals (identify opportunities for cost savings, monitor expenditures to ensure alignment with budget appropriations, utilize technology, maximize value, and minimize risk) and the

staffing and expenditures (compensation and operating expense) that were adopted for Fiscal Year 2025-2026 and proposed for Fiscal Year 2026-2027.

City Manager Darvin Williams presented the Building Department and discussed the services (supervision of construction activities, acceptance and issuance of permit applications, verification of compliance and enforcement of codes by regulatory agencies, and inspection of new and existing structures) and provided accomplishments, ongoing projects and programs, and staffing and expenditures that were adopted for Fiscal Year 2025-2026 and proposed for Fiscal Year 2026-2027.

City Manager Darvin Williams presented the Community Development Department and discussed the mission of organizing and managing the development and improvement of the city's neighborhoods, engaging in planning to shape, preserve, and enhance the urban fabric of the community, and protecting the public health, safety, and welfare of residents and businesses through enactment of codes, policies, and ordinances and provided accomplishments, goals, and staffing and expenditures (compensation and operating expense) that were adopted for Fiscal Year 2025-2026 and proposed for Fiscal Year 2026-2027.

City Manager Darvin Williams presented the Code Compliance Department and discussed the role of educating residents and property owners on local ordinances and standards to avoid violations, keep the community safe and beautiful, control blight, reduce criminal opportunities, and maintain property values and provided initiatives and goals and staffing and expenditures (compensation and operating expense) that were adopted for Fiscal Year 2025-2026 and proposed for Fiscal Year 2026-2027.

Chief Communications Officer Greg Williams presented the Communications, Events, and Production Department and discussed the centralized functions of marketing, messaging, branding, and special events and provided key responsibilities, strategic goals and priorities (increasing community engagement and advancing transparency), and staffing and expenditures (compensation and operating expense) that were adopted for Fiscal Year 2025-2026 and proposed for Fiscal Year 2026-2027.

Director of Public Works Hamid Nikvan presented services and programs and fund sources for the Public Works Department and discussed accomplishments, completed and pending projects, challenges and operational inefficiencies, repairs, renovations, and upgrades, and transit ridership performance and provided budget expenditures and staffing that were adopted for Fiscal Year 2025-2026 and proposed for Fiscal Year 2026-2027.

Director of Public Utilities Hamid Nikvan presented accomplishments and awards, operational activity, and performance indicators for the Public Utilities Department and discussed water treatment plant chemical usage and cost and budget expenditures and staffing that were adopted for Fiscal Year 2025-2026 and proposed for Fiscal Year 2026-2027 and provided completed and pending projects of the Capital Improvement Program (CIP), design, construction, and equipment costs, and grants and funding.

City Manager Darvin Williams announced the dates of the First Public Budget Hearing (September 10, 2026) and the Second Public Budget Hearing (September 24, 2026).

ADJOURNMENT

The Budget Workshop was adjourned at 10:40pm.

ATTEST:

(SEAL)

Andrise Bernard, MMC, City Clerk



**Consent Agenda
6.2.**

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	September 24, 2026

RE: Commission Conference Minutes of August 27, 2026 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

☐ Commission Conference Minutes of August 27, 2026



CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 N.E. 19th Avenue
North Miami Beach, FL. 33162
Thursday, August 27, 2026

Mayor Michael Joseph
Vice Mayor McKenzie Fleurimond
Commissioner Jay Chernoff
Commissioner Daniela Jean
Commissioner Phyllis S. Smith
Commissioner Fortuna Smukler
Commissioner Lynn Su

City Manager Darvin Williams
City Attorney Greenspoon Marder
City Clerk Andrise Bernard, MMC

City Commission Conference Minutes

ROLL CALL OF THE CITY OFFICIALS

The Commission Conference was called to order at 5:14pm.

Vice Mayor McKenzie Fleurimond (arrived after roll call), Commissioner Jay Chernoff, Commissioner Daniela Jean (arrived after roll call), Commissioner Phyllis Smith, Commissioner Fortuna Smukler (arrived after roll call), and Commissioner Lynn Su (arrived after roll call) were present. Mayor Michael Joseph was absent.

The Commission presented a proclamation recognizing City staff for their emergency response in the Highland Village community.

The Commission presented a proclamation recognizing La Birra Bar restaurant.

The Commission presented a proclamation to Scott Payne of Island Water Sports.

The Commission presented certificates of recognition to Lopez Barber Studio, Stephanie Castillo, Sorangel Valesquez, Sophia Lacroix, Hodson and Meister Orthodontics, and North Miami Beach Senior High School varsity baseball team for volunteering at the back to school supplies giveaway and health fair.

ADJOURNMENT

The Commission Conference was adjourned at 5:54pm.

ATTEST:

(SEAL)

Andrise Bernard, MMC, City Clerk



**Consent Agenda
6.3.**

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	September 24, 2026

RE: Regular Commission Meeting Minutes of August 27, 2026 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- ☐ Regular Commission Meeting Minutes of August 27, 2026 (Andrise Bernard, MMC, City Clerk)



CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 N.E. 19th Avenue
North Miami Beach, FL. 33162
Thursday, August 27, 2026

Mayor Michael Joseph
Vice Mayor McKenzie Fleurimond
Commissioner Jay Chernoff
Commissioner Daniela Jean
Commissioner Phyllis S. Smith
Commissioner Fortuna Smukler
Commissioner Lynn Su

City Manager Darwin Williams
City Attorney Greenspoon Marder
City Clerk Andrise Bernard, MMC

City Commission Meeting Minutes

ROLL CALL OF THE CITY OFFICIALS

The Regular Commission Meeting was called to order at 6:10pm.

Present at the meeting were Mayor Michael Joseph, Vice Mayor McKenzie Fleurimond, Commissioner Jay Chernoff, Commissioner Daniela Jean (arrived after roll call), Commissioner Phyllis Smith, Commissioner Fortuna Smukler, and Commissioner Lynn Su.

INVOCATION by Pastor Peytyn Tobin of Fulford Methodist Church.

PLEDGE OF ALLEGIANCE was led by the Mayor and Commission.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO THE AGENDA

Commissioner Smith requested to pull Resolution R2026-110 and Resolution R2026-112 from the Consent Agenda.

Per the request of the City Manager's Office, Ordinance No. 2026-13 was deferred to the next Commission Meeting.

Commissioner Smukler requested Resolution R2026-119 to be deferred to the next Commission Meeting.

Commissioner Chernoff requested to add the appointment of Alter Gambarte to the Beautification Committee.

Vice Mayor Fleurimond requested to pull Resolution R2026-90, Resolution R2026-97, and Resolution R2026-109 from the Consent Agenda.

Commissioner Su requested to pull Resolution R2026-114 and Resolution R2026-115 from the Consent Agenda.

Motion to approve the agenda as amended made by Commissioner Smukler, seconded by Commissioner Chernoff.

Voice Vote: **MOTION PASSED 6-0** with Commissioner Jean absent.

Mayor Joseph opened the meeting for **PUBLIC COMMENT**.

City Clerk Andrise Bernard read the rules of public comment and the pledge of civility.

The following person(s) made comments on the record:

1. Whitney Padote
2. Karen Harrold
3. Trish Miller
4. Ruth Ogen
5. Dayanara Torres
6. Linda Joseph
7. Mara Hauck
8. Terrance Camenzuli
9. Josh Gemmi
10. Star Breedlove
11. Fabian Basabe
12. Ariel Vasquez
13. Mubarak Kazan

The meeting was closed for **PUBLIC COMMENT**.

ANNOUNCEMENTS

A video was presented that featured an upcoming senior luncheon, Eastern Shores neighborhood block party, safety first town hall, budget hearing, and NMB bark fest event.

CITY COMMISSION REPORTS

Commissioner Chernoff discussed the recent police swearing-in ceremony, praised the centennial classical concert, talked about the splash pad in Highland Village and the upcoming dog event, and recognized the Jewish new year.

Commissioner Jean yielded her time.

Commissioner Smith praised the centennial classical concert, discussed the recent police swearing-in ceremony, splash pad in Highland Village, and upcoming city election, encouraged participating in the budget process, and wished a good school year.

Commissioner Smukler praised the centennial classical concert, discussed the splash pad in Highland Village, recovering funds regarding an ethics complaint, and city ordinance regarding scooters, recognized Labor Day, the upcoming anniversary of September 11, and the Jewish new year, and expressed condolences to Ketley Joachim and her family.

Commissioner Su discussed the end of summer and new school year events, talked about receiving the trailblazer award from the Asian Pacific American Bar Association of South Florida and the budget process and recent workshops, congratulated Commissioner Smukler for receiving a Mensch Award and Commissioner Jean for the centennial classical concert, discussed the Condo Connect event, splash pad in Highland Village, free tax filing service for residents, NMB Bites, and Eastern Shores neighborhood block party.

Vice Mayor Fleurimond thanked everyone for attending the meeting, expressed condolences to Ketley Joachim and her family, recognized the upcoming Jewish new year, praised Commissioner Jean regarding the centennial classical concert, and talked about the Skylake neighborhood block party.

Mayor Joseph expressed condolences to Ketley Joachim and her family, praised Commissioner Jean regarding the centennial classical concert, and recognized the upcoming Jewish new year.

CITY MANAGER'S REPORT

City Manager Darvin Willams introduced Averil Smith (Chief Financial Officer), Anne Myers (Library Director), and Guilherme De Andrade Cardoso (IT Director).

City Manager Darvin Williams discussed the ongoing budget process and recognized the IT Department, Public Utilities Department, and Police Department and talked about the progress of the Community Development Department and Finance Department.

City Manager Darvin Williams discussed the implementation of standard operating procedures for every department in the city, House Bill 1451, and proposed property tax exemptions.

CITY ATTORNEY'S REPORT

City Attorney Joseph Geller discussed the Aura development project and city ordinance regarding shopping carts.

Commissioner Smith introduced Autumn Flint-Burns as her new assistant/aide.

CITY CLERK'S REPORT

City Clerk Andrise Bernard expressed condolences to Ketley Joachim and her family, discussed the upcoming city election, and praised Commissioner Jean regarding the centennial classical concert.

CONSENT AGENDA

Special Commission Meeting Minutes of July 14, 2026

Commission Conference Minutes of July 21, 2026

Regular Commission Meeting Minutes of July 21, 2026

Budget Workshop Minutes of August 20, 2026

Resolution R2026-106 Approving Acceptance of Florida Department of Environmental Protection (DEP) Legislative Funding Award for Highland Village Drainage Project Phase 1 (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ACCEPTING THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (“DEP”) LEGISLATIVE FUNDING AWARD L0507 IN THE AMOUNT OF \$325,000.00 FOR THE HIGHLAND VILLAGE DRAINAGE PROJECT PHASE 1; AUTHORIZING THE CITY MANAGER TO EXECUTE THE DEP GRANT AGREEMENT AND ALL RELATED DOCUMENTS; AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO ADMINISTER THE PROJECT AND CARRY OUT ALL GRANT REQUIREMENTS; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2026-107 Approving Acceptance of the Hazard Mitigation Grant Program (HMGP) Award for the Citywide Stormwater Master Plan (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ACCEPTING THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) HAZARD MITIGATION GRANT PROGRAM AWARD FOR PROJECT 4673-305-P52 IN THE AMOUNT OF \$216,153.75; AUTHORIZING THE CITY MANAGER TO EXECUTE SUB-RECIPIENT AGREEMENT H1458 AND ALL RELATED DOCUMENTS; AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO ADMINISTER THE PROJECT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER’S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2026-108 Approving and Authorize a Contract Extension and Increase for the Purchase of Liquid Lime Sludge Loading, Hauling, and Disposal Services with Prolime Corporation (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A CONTRACT EXTENSION TO THE PREVIOUSLY APPROVED CONTRACT WITH PROLIME CORPORATION FOR THE PURCHASE OF LOADING, HAULING, AND DISPOSAL OF LIQUID LIME SLUDGE IN AN AMOUNT NOT TO EXCEED \$110,000.00 PER MONTH FOR UP TO FIVE MONTHS; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR

SCRIVENER'S ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2026-111 Approving Task Order for Professional Engineering Services for NWTP Wellfield Condition Assessment with Hazen and Sawyer (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A TASK ORDER FOR PROFESSIONAL ENGINEERING SERVICES FOR THE NORWOOD-OEFFLER WATER TREATMENT PLANT WELLFIELD CONDITION ASSESSMENT IN AN AMOUNT NOT TO EXCEED \$163,630.00 WITH HAZEN AND SAWYER UNDER THE "CONTINUING SERVICES AGREEMENT" FOR PROFESSIONAL CONSULTING SERVICES; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERRORS; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2026-113 Approving Purchase Order Between the City and BBA Pumps, Inc. for the Purchase of Two Diesel Driven Dewatering and Sewage Pumps (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER BETWEEN THE CITY AND BBA PUMPS, INC. FOR THE PURCHASE OF TWO DIESEL DRIVEN DEWATERING AND SEWAGE PUMPS IN A BUDGETED AMOUNT NOT TO EXCEED \$131,860.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2026-116 Affirming the City's Commitment to Combating Antisemitism (Mayor Michael Joseph and Commissioner Fortuna Smukler)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH AFFIRMING THE CITY'S COMMITMENT TO COMBAT ANTISEMITISM AND ADOPTING THE INTERNATIONAL HOLOCAUST REMEMBRANCE ALLIANCE (IHRA) WORKING DEFINITION OF ANTISEMITISM; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to approve the Consent Agenda made by Commissioner Chernoff, seconded by Vice Mayor Fleurimond.

Voice Vote: **MOTION PASSED 7-0.**

QUASI-JUDICIAL

Resolution R2026-117 Prestige Motor Imports Conditional Use (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE CONDITIONAL USE AND SITE PLAN APPLICATION LOCATED AT 15090 BISCAYNE BOULEVARD, NORTH MIAMI BEACH, FLORIDA FOR PRESTIGE MOTOR IMPORTS FOR THE CONSTRUCTION OF A 48 SPACE PARKING LOT AS PART OF AN PARKING LOT USE; PROVIDING FOR FINDINGS OF FACT; CONFIRMING EXPIRATION AND LIMITATION OF APPROVAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

City Clerk Andrise Bernard stated that the subject matter of any ex-parte communication, together with the identity of the person, group, or entity making the communication shall be disclosed and made part of the record on file prior to final action on the matter and announced that she received a Jennings Disclosure form from Commissioner Chernoff, Commissioner Jean, Commissioner Smukler, and Commissioner Su.

Commissioner Smith, Vice Mayor Fleurimond, and Mayor Joseph disclosed the names of the individuals (if any) that they communicated with and confirmed their ability to make a decision based on the information/evidence presented at this meeting.

City Clerk Andrise Bernard asked anyone who will be providing testimony regarding the item to raise their right hand and be sworn in.

Mayor Joseph opened the meeting for **PUBLIC COMMENT**.

The following person(s) made comments on the record:

1. Mubarak Kazan

The meeting was closed for **PUBLIC COMMENT**.

Carlos Ballbe appeared before the Mayor and Commission on behalf of the applicant (Prestige Imports) and provided an explanation regarding the proposed project.

Interim Director of Community Development Edward Ng presented the site plan and conditional use review standards.

Motion to approve Resolution R2026-117 made by Commissioner Smith, seconded by Commissioner Smukler.

Roll Call Vote:

Chernoff - **Yes**

Jean - **Yes**

Smith - **Yes**

Smukler - **Yes**

Su - **Yes**

Fleurimond - **Yes**

Joseph - **Yes**

MOTION PASSED 7-0.

LEGISLATION

Resolution R2026-90 Change Order to Contract with TechGroupOne, Inc. for the Installation of Transit Bus Shelters at Various Locations of North Miami Beach (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH TECHGROUPONE, INC., INCREASING THE ESTIMATED EXPENDITURE BY \$92,799.00 FOR TRANSIT SHELTER AMENITIES AND OUTDOOR EQUIPMENT INSTALLATION; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2026-90 was pulled from the Consent Agenda.

Director of Public Works Hamid Nikvan provided an explanation of the resolution.

Motion to approve Resolution R2026-90 made by Commissioner Chernoff, seconded by Commissioner Smukler.

MOTION PASSED 7-0.

Resolution R2026-97 Development of an Arts District and Cultural Corridor along N.E. 164th Street and Snake Creek Canal (Commissioner Phyllis S. Smith)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, FOR DEVELOPMENT OF AN ARTS DISTRICT; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2026-97 was pulled from the Consent Agenda.

Motion to defer Resolution R2026-97 to the next Commission Meeting made by Commissioner Smith, seconded by Commissioner Su.

MOTION PASSED 7-0.

Resolution R2026-109 Approving and Authorizing Award of RFP-2026-02 for NMB Water Strategic Communication Services (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN AGREEMENT WITH CIRCLE OF ONE MARKETING, INC., THE LOWEST RESPONSIVE AND RESPONSIBLE PROPOSER, TO PROVIDE STRATEGIC COMMUNICATIONS SERVICES FOR THE NMB PURE INITIATIVE IN AN AMOUNT NOT

TO EXCEED \$148,000.00; SUBJECT TO BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN AGREEMENT AND TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2026-109 was pulled from the Consent Agenda.

The Mayor and Commission discussed the resolution.

Motion to approve Resolution R2026-109 made by Commissioner Chernoff, seconded by Commissioner Jean.

MOTION PASSED 7-0.

Motion to approve to direct the City Manager to present a report of the result of the campaign regarding Resolution R2026-109 at the next Commission Meeting made by Commissioner Jean, seconded by Vice Mayor Fleurimond.

MOTION PASSED 6-1 with Commissioner Smukler opposed.

Resolution R2026-110 Approve and Authorize an Increase to the Annual Expenditure via a Contract Change Order with Invoice Cloud, Inc. for the Purchase of Electronic Billing and Payment Software Solution Services (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING AN INCREASE TO THE ANNUAL EXPENDITURE BY \$50,000.00 VIA CONTRACT CHANGE ORDER WITH INVOICE CLOUD, INC. FOR THE PURCHASE OF ELECTRONIC BILLING AND PAYMENT SOFTWARE SOLUTION SERVICES; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2026-110 was pulled from the Consent Agenda.

Director of Public Utilities Hamid Nikvan provided an explanation of the resolution.

Motion to approve Resolution R2026-110 made by Commissioner Chernoff, seconded by Commissioner Su.

MOTION PASSED 7-0.

Resolution R2026-112 Approving Task Order for Professional Engineering Services and Regulatory Assistance for the City's Cycle 3 Sanitary Sewer Evaluation Survey with Hazen and Sawyer (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A TASK ORDER INCREASE FOR PROFESSIONAL ENGINEERING SERVICES AND REGULATORY ASSISTANCE FOR

THE CITY'S CYCLE 3 SANITARY SEWER EVALUATION SURVEY INCREASING EXPENDITURE BY \$28,000.00 WITH HAZEN AND SAWYER UNDER THE "CONTINUING SERVICES AGREEMENT" FOR PROFESSIONAL CONSULTING SERVICES; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERRORS; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2026-112 was pulled from the Consent Agenda.

Director of Public Utilities Hamid Nikvan provided an explanation of the resolution.

Motion to amend Resolution R2026-112 to change \$28,000.00 to \$38,000.00 made by Commissioner Smith, seconded by Commissioner Smukler.

Motion to approve Resolution R2026-112 as amended made by Commissioner Smith, seconded by Commissioner Smukler.

MOTION PASSED 7-0.

Resolution R2026-114 Approving and Authorizing the Renewal of Citywide Group Insurance for FY26-27 with Aetna, Inc. (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA APPROVING AND AUTHORIZING THE RENEWAL OF CITYWIDE GROUP INSURANCE BENEFITS WITH AETNA, INC. FOR THE CITY'S GROUP MEDICAL, DENTAL, AND VISION INSURANCE 2026-2027 PLAN YEAR AND THE RENEWAL OF ANCILLARY BENEFITS FOR 2026-2027 PLAN YEAR; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS AND SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2026-114 was pulled from the Consent Agenda.

The Mayor and Commission discussed the resolution.

Motion to approve Resolution R2026-114 made by Vice Mayor Fleurimond, seconded by Commissioner Smith.

MOTION PASSED 7-0.

Resolution R2026-115 Aventura Rehab and Nursing Center (Sponsored by City Attorney)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING RESOLUTION R2023-120 TO REMOVE THE LANGUAGE RESTRICTING THE USE OF THE WORD 'AVENTURA' IN THE PROJECT NAME AND WEBSITE ADDRESS; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR

CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2026-115 was pulled from the Consent Agenda.

City Attorney Joseph Geller provided an explanation of the resolution.

The Mayor and Commission discussed the resolution.

Motion to approve Resolution R2026-115 made by Commissioner Smukler, seconded by Mayor Joseph.

MOTION PASSED 4-3 with Commissioner Chernoff, Commissioner Smith, and Commissioner Su opposed.

Ordinance No. 2026-05 (First Reading) Political Signs Code Ordinance (Sponsored by Commissioner Lynn Su)

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE NORTH MIAMI BEACH SIGN CODE AS TO POLITICAL SIGNS; SHORTENING THE TIME TO REMOVE SIGNS POST ELECTION AND INCREASING THE AMOUNT OF THE SIGN BOND AND SPECIFYING THE DATE WHEN POLITICAL SIGNS MAY BE POSTED; PROVIDING CONFLICTS; SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.

Commissioner Su provided an explanation of the ordinance.

Mayor Joseph opened the meeting for **PUBLIC COMMENT**.

The following person(s) made comments on the record:

1. Terrance Camenzuli
2. Karen Harrold
3. Mara Hauck
4. Barbara Kramer
5. Mubarak Kazan

The meeting was closed for **PUBLIC COMMENT**.

City Attorney Joseph Geller stated that the ordinance will contain a provision for a bond waiver upon demonstration of financial hardship.

The Mayor and Commission discussed the ordinance.

Motion to approve Ordinance No. 2026-05 made by Vice Mayor Fleurimond, seconded by Commissioner Su.

Roll Call Vote:

Jean - **Yes**

Smith - **No**

Su - **Yes**

Chernoff - **Yes**

Fleurimond - **Yes**

Joseph - **Yes**

Smukler - **No**

MOTION PASSED 5-2 with Commissioner Smith and Commissioner Smukler opposed.

Ordinance No. 2026-13 (First Reading) Amending Code for No Wake Zones (Sponsored by City Manager Darvin Williams)

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH TO DESIGNATE ALL CITY CANALS AS IDLE SPEED/NO WAKE ZONES AND PORTIONS OF BISCAYNE BAY AS SLOW SPEED/MINIMUM WAKE ZONES; PROVIDING FOR PENALTIES; PROVIDING FOR REPEAL, CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Ordinance No. 2026-13 was deferred to the next Commission Meeting.

Resolution R2026-104 Modification of the Agreement Between the City and Miami-Dade County to Permit the Partial Release and Modification of Deed Restriction for Greynolds Park (Sponsored by City Manager Darvin Williams)

A RESOLUTION BY THE CITY OF NORTH MIAMI BEACH PROVIDING FOR THE MODIFICATION OF THE AGREEMENT BETWEEN THE CITY OF NORTH MIAMI BEACH AND MIAMI-DADE COUNTY TO PERMIT THE PARTIAL RELEASE AND MODIFICATION OF DEED RESTRICTION FOR GREYNOLDS PARK DATED DECEMBER 14, 1934 FOR THE EXPRESSED CONSTRUCTION AND OPERATION OF A PUBLIC STORMWATER PUMP STATION AND RELATED INFRASTRUCTURE BY THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT; PROVIDING FOR CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interim Director of Community Development Edward Ng provided an explanation of the resolution.

Motion to approve Resolution R2026-104 made by Commissioner Chernoff, seconded by Commissioner Smith.

MOTION PASSED 7-0.

Resolution R2026-118 Terminating and Replacing Greenspoon Marder, LLP. (Sponsored by Commissioner Lynn Su)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, TERMINATING THE RETAINER AGREEMENT WITH GREENSPOON MARDER, LLP. FOR CITY ATTORNEY SERVICES; APPOINTING STEVEN W. ZELKOWITZ, P.A. TO SERVE AS INTERIM CITY ATTORNEY; AUTHORIZING AND

DIRECTING THE CITY MANAGER TO EXECUTE A RETAINER AGREEMENT WITH STEVEN W. ZELKOWITZ, P.A. IN SUBSTANTIALLY SIMILAR FORM TO THE CITY'S EXISTING RETAINER AGREEMENT FOR A TERM NOT TO EXCEED SIX MONTHS OR UNTIL SUCH TIME AS THE CITY COMMISSION APPOINTS A PERMANENT CITY ATTORNEY OR TAKES OTHER ACTION, WHICHEVER OCCURS FIRST, AT A MONTHLY RETAINER OF THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00); PROVIDING FOR THE ORDERLY TRANSITION OF LEGAL SERVICES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

The Mayor and Commission discussed the resolution.

Motion to approve Resolution R2026-118 made by Commissioner Su, seconded by Commissioner Smukler.

MOTION FAILED 3-4 with Mayor Joseph, Vice Mayor Fleurimond, Commissioner Chernoff, and Commissioner Jean opposed.

Resolution R2026-119 Approving a Moratorium on Permanent Charter Member Selection (Sponsored by Commissioner Fortuna Smukler)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ESTABLISHING A TEMPORARY MORATORIUM ON THE APPOINTMENT OF PERMANENT CHARTER OFFICERS DURING THE PERIOD IMMEDIATELY PRECEDING AND FOLLOWING THE 2026 MUNICIPAL ELECTION; PROVIDING THAT NO PERMANENT CHARTER OFFICER SHALL BE APPOINTED UNTIL ALL MEMBERS OF THE CITY COMMISSION ELECTED DURING THE 2026 MUNICIPAL ELECTION HAVE BEEN DULY SWORN INTO OFFICE; PRESERVING THE AUTHORITY OF THE CITY COMMISSION TO MAKE INTERIM OR ACTING APPOINTMENTS NECESSARY TO ENSURE CONTINUITY OF MUNICIPAL OPERATIONS; PROVIDING FOR APPLICABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2026-119 was deferred to the next Commission Meeting.

Resolution R2026-120 Ratifying and Approving a Budget Transfer for Legal Expenses (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING AND APPROVING AN INTERFUND BUDGET TRANSFER WITHIN THE ANNUAL BUDGET FOR FISCAL YEAR OCTOBER 1, 2025 TO SEPTEMBER 30, 2026 IN THE AMOUNT OF FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000.00) FROM LIABILITY INSURANCE FUND CONTINGENCY ACCOUNT TO GENERAL FUND LEGAL PROFESSIONAL SERVICES ACCOUNT TO SUPPORT UNANTICIPATED LEGAL EXPENSES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

City Manager Darvin Williams provided an explanation of the resolution.

Motion to approve Resolution R2026-120 made by Commissioner Chernoff, seconded by Mayor Joseph.

MOTION PASSED 7-0.

Resolution R2026-121 Transferring Legal Services In-House (Sponsored by Commissioner Lynn Su)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, DIRECTING THE CITY MANAGER TO REALLOCATE FUNDING FROM A LINE ITEM CURRENTLY DESIGNATED TO COVER CONTRACTUAL SERVICES TO LINE ITEMS TO FUND FULL-TIME PERSONNEL TO STAFF THE OFFICE OF THE CITY ATTORNEY; PROVIDING FOR A STAFFING LEVEL OF ONE FULL-TIME CITY ATTORNEY, ONE (1) FULL-TIME ASSISTANT CITY ATTORNEY, AND ONE FULL-TIME PARALEGAL ASSISTANT; PROVIDING THAT THE INITIAL ANNUAL PERSONNEL BUDGET FOR THE OFFICE OF THE CITY ATTORNEY SHALL NOT EXCEED SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000.00); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

City Manager Darvin Williams provided an explanation of the resolution.

Resolution R2026-121 was withdrawn.

APPOINTMENTS

Motion to approve the appointment of Virginia Breedlove to the Commission on the Status of Women made by Commissioner Smukler, seconded by Commissioner Smith.

MOTION PASSED 7-0.

Motion to approve the appointment of Virginia Breedlove to the Library Board made by Commissioner Smukler, seconded by Commissioner Chernoff.

MOTION PASSED 7-0.

Motion to approve the appointment of Alter Gambarte to the Beautification Committee made by Commissioner Chernoff, seconded by Vice Mayor Fleurimond.

MOTION PASSED 7-0.

Motion to approve the appointment of Commissioner Phyllis Smith as Vice Mayor effective September 1, 2026 made by Vice Mayor Fleurimond, seconded by Commissioner Su.

MOTION PASSED 7-0.

ADJOURNMENT

The Regular Commission Meeting was adjourned at 10:21pm.

ATTEST:

(SEAL)

Andrise Bernard, MMC, City Clerk



**Consent Agenda
6.4.**

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	September 24, 2026

RE: Public Budget Hearing Minutes of September 10, 2026 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- Public Budget Hearing Minutes of September 10, 2026



CITY OF NORTH MIAMI BEACH

Public Budget Hearing
City Hall, Commission Chambers, 2nd Floor
17011 N.E. 19th Avenue
North Miami Beach, FL. 33162
Thursday, September 10, 2025

Mayor Michael Joseph
Vice Mayor Phyllis S. Smith
Commissioner Jay Chernoff
Commissioner McKenzie Fleurimond
Commissioner Daniela Jean
Commissioner Fortuna Smukler
Commissioner Lynn Su

City Manager Darvin Williams

City Attorney Greenspoon Marder, LLP

City Clerk Andrise Bernard, MMC

Public Budget Hearing Minutes

ROLL CALL OF THE CITY OFFICIALS

The Public Budget Hearing was called to order at 6:09pm.

Present at the meeting were Mayor Michael Joseph, Vice Mayor Phyllis Smith, Commissioner McKenzie Fleurimond, Commissioner Jay Chernoff, Commissioner Daniela Jean (arrived after roll call), Commissioner Fortuna Smukler, and Commissioner Lynn Su.

PLEDGE OF ALLEGIANCE was led by the Mayor and Commission.

LEGISLATION

Resolution R2026-122 Consideration of Adoption of the Millage (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ESTABLISHING AND ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR THE CITY OF NORTH MIAMI BEACH FOR FISCAL YEAR 2026-2027 IN THE AMOUNT OF 6.1000 MILLS, WHICH IS 5.61% HIGHER THAN THE ROLLED-BACK RATE, TO BALANCE THE GENERAL FUND; ESTABLISHING THE ROLLED BACK RATE TO BE 5.7759 MILLS; ESTABLISHING THE DEBT SERVICE MILLAGE RATE AT 0.1926 MILLS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Joseph opened the meeting for **PUBLIC COMMENT**.

City Clerk Andrise Bernard read the rules of public comment and the pledge of civility.

The following person(s) made comments on the record:

1. Mubarak Kazan

The meeting was closed for **PUBLIC COMMENT**.

City Manager Darvin Williams provided an explanation of the resolution.

Motion to **approve** Resolution R2026-122 made by Commissioner Fleurimond, seconded by Commissioner Chernoff.

Roll Call Vote:

Chernoff - **Yes**

Fleurimond - **Yes**

Jean - **Yes**

Smukler - **Yes**

Su - **Yes**

Smith - **Yes**

Joseph - **Yes**

MOTION PASSED 7-0.

Resolution R2026-123 Consideration of Adoption of the Annual Budget for Fiscal Year 2027 (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ADOPTING THE TENTATIVE ANNUAL BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027; AUTHORIZING THE EXPENDITURE OF FUNDS APPROPRIATED IN THE BUDGET; ACKNOWLEDGING THE LEVY AND COLLECTION OF TAXES ON REAL AND PERSONAL PROPERTY AND OTHER REVENUES NECESSARY TO MEET THE EXPENDITURES PROVIDED IN THE BUDGET; PROVIDING FOR TRANSMITTAL BY THE CITY CLERK; CONFIRMING ADDITIONAL POWERS AND CONDITIONS; AUTHORIZING ENCUMBRANCES AND CARRY FORWARD; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Joseph opened the meeting for **PUBLIC COMMENT**.

City Clerk Andrise Bernard read the rules of public comment and the pledge of civility.

The following person(s) made comments on the record:

1. Mubarak Kazan
2. Terrance Camenzuli

The meeting was closed for **PUBLIC COMMENT**.

City Manager Darvin Williams provided an explanation of the resolution.

Chief Financial Officer Averil Smith provided a Fiscal Year 2027 budget process and development overview and presented the Fiscal Year 2027 proposed budget including the general fund, funding priorities, property values and tax revenues, internal services funds (information technology, liability insurance, workers compensation), governmental debt funds, CIP funds, special revenue funds (impact fees, local option gas tax,

CITT, 164th Street and 35th Avenue guardhouses), enterprise funds (building/permit, sewer, stormwater, solid waste, water), and staffing positions (full-time and part-time).

The Mayor and Commission discussed the proposed tentative annual budget.

Motion to approve Resolution R2026-123 made by Commissioner Chernoff, seconded by Commissioner Jean.

Roll Call Vote:

Fleurimond - **Yes**

Jean - **Yes**

Smukler - **Yes**

Su - **Yes**

Chernoff - **Yes**

Smith - **Yes**

Joseph - **Yes**

MOTION PASSED 7-0.

ADJOURNMENT

The Public Budget Hearing was adjourned at 7:27pm.

ATTEST:

(SEAL)

Andrise Bernard, MMC, City Clerk



**Consent Agenda
6.5.**

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	September 24, 2026

RE: Resolution No. R2026-126 Calling for the City of North Miami Beach General Election (Andrise Bernard, MMC, City Clerk)

Description

**BACKGROUND
ANALYSIS:**

The attached Resolution calls for the City of North Miami Beach's November 3, 2026 General Election for members of the City Commission in Groups 2, 4, and 6.
And providing for a Runoff Election if required to be held on December 1, 2026.

RECOMMENDATION: Approval

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

☐ Resolution

RESOLUTION NO. R2026-XXX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH CALLING FOR A GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2026 FOR THE PURPOSE OF ELECTING PERSONS TO FILL THREE CITY COMMISSION SEATS (GROUPS 2, 4, AND 6); PROVIDING FOR A RUNOFF ELECTION IF REQUIRED TO BE HELD ON DECEMBER 1, 2026; PROVIDING FOR CONDUCT OF SAID ELECTIONS BY THE MIAMI-DADE COUNTY ELECTIONS DEPARTMENT; PROVIDING THAT VOTING PRECINCTS FOR SAID ELECTIONS SHALL BE THOSE AS ESTABLISHED BY MIAMI-DADE COUNTY; PROVIDING FOR NOTICE OF SAID ELECTIONS; PROVIDING FOR THE FORMS OF BALLOT; AND PROVIDING FOR PAYMENT FOR CONDUCTING ELECTIONS TO MIAMI-DADE COUNTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 4.1 of the Charter of the City of North Miami Beach (the "City") provides that the City shall conduct general elections every even-numbered year on the first Tuesday following the first Monday in November for staggered City Commission seats; and

WHEREAS, in 2026, the Commission seats for Groups 2, 4, and 6 are slated for election; and

WHEREAS, more than one candidate has filed and qualified for each of the aforementioned seats, requiring the calling of a general election that includes each of these seats and the corresponding run-off date, if necessary; and

WHEREAS, by way of this Resolution, and pursuant to the Charter and Code of Ordinances, the Commission hereby calls the 2026 General Municipal Election and makes provisions therefor.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby adopted, confirmed, and

incorporated herein and made a part hereof by this reference.

Section 2. **Calling for 2026 General Election.** In accordance with provisions of the Charter of the City of North Miami Beach, Florida, a General Election is hereby called and directed to be held in the City of North Miami Beach, Florida, from 7:00 a.m. to 7:00 p.m. on November 3, 2026, for the purpose of electing three City Commissioners in Groups 2, 4, and 6 respectively, each of whom shall hold office for the 4-year terms as provided by City Charter section 4.2. If required, pursuant to provisions of the City Charter, a Runoff Election shall be held from 7:00 a.m. to 7:00 p.m. on December 1, 2026.

Section 3. **Performance of Election.** The 2026 General Election and the Runoff Election, along with any Early Voting, Vote-by-Mail, and/or Provisional Ballot Voting, shall be conducted by the Miami-Dade County Supervisor of Elections and Elections Department, with acceptance of the certification of the results of said elections to be performed by the City Commission. The official returns for each precinct shall be furnished to the City Clerk of the City of North Miami Beach as soon as the ballots from all precincts have been tabulated.

Section 4. **Notice.** The Notice of Elections shall be substantially in the following form:

THE CITY OF NORTH MIAMI BEACH, FLORIDA
NOTICE OF GENERAL
(AND RUNOFF ELECTION, IF REQUIRED)

NOTICE IS HEREBY GIVEN THAT A GENERAL ELECTION HAS BEEN CALLED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AND WILL BE HELD IN SAID CITY FROM 7:00 A.M. UNTIL 7:00 P.M. ON THE 3rd DAY OF NOVEMBER, 2026 FOR THE PURPOSE OF ELECTING PERSONS TO FILL THE SEATS OF THE

RESOLUTION NO. R2026-XXX

COMMISSIONERS FOR GROUPS 2, 4, AND 6, EACH OF WHOM SHALL HOLD OFFICE FOR 4-YEAR TERMS AS PROVIDED BY LAW; A RUNOFF ELECTION, IF REQUIRED, SHALL BE HELD FROM 7:00 A.M. UNTIL 7:00 P.M. ON DECEMBER 1, 2026.

Section 5. **Polling Places.** In accordance with City Code Section 7-2, the City (in coordination with the Miami-Dade County Department of Elections) has designated the following eight (8) polling places within the City at which City residents shall vote in the subject November 3, 2026, City election and December 1, 2026, Runoff Election (if required).

POLLING PLACE	PRECINCT NUMBER(S)
MARJORIE AND WILLIAM MCDONALD CENTER (adjacent to City of North Miami Beach City Hall)	109,115, 123
NORTH MIAMI BEACH SENIOR HIGH SCHOOL	116
ULETA COMMUNITY CENTER	117
FULFORD UNITED METHODIST CHURCH	121
EDEN ISLES CONDOMINIUM RECREATION HALL	124
HIGHLAND VILLAGE COMMUNITY CENTER	125, 175
ALLEN PARK COMMUNITY CENTER	126
HAZEL CRAWFORD NEIGHBORHOOD RESOURCE CENTER	127, 183, 184

The City Clerk shall cause sufficient notice to be published to advise City voters of the subject Election dates, related registration information, and above-designated polling places/precincts. Such notice shall be made in accordance with the provisions of Section 100.342, Florida Statutes. Each of said voting precincts in the City for the General Election and Run-off Election shall be as established by the proper and appropriate procedures of the Miami-Dade County Supervisor of

Elections and Elections Department. All electors shall vote in a manner determined by Miami-Dade County.

Section 6. **Ballot.** The official ballot for the 2026 General Election and Runoff Election, if required, shall be created by Miami-Dade County in accordance with Chapter 100, Florida Statutes, listing each Commission Group number followed by the name of the candidates for that particular seat. The City Clerk shall assist the County Elections Department in preparing the ballots for the General and the Runoff Election so that the names of qualified candidates will appear on said ballots in alphabetical order according to surname; provided, however, the form of the ballots to be used in said Elections and their preparation, shall be in compliance with all statutory requirements relating to the use of mechanical or other approved voting machines or devices.

Section 7. **Payment of Expenses.** That the City of North Miami Beach shall pay all expenses for conducting this General and Runoff Election, and will pay to Miami-Dade County or directly to all persons or firms, upon receipt of invoice or statement approved by the Supervisor of Elections of Miami-Dade County, Florida.

Section 8. **Severability.** If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 9. **Implementation.** The City Manager, City Attorney, and City Clerk are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 10. **Effective Date.** This Resolution shall be effective immediately upon its passage.

APPROVED AND ADOPTED by the City Commission of the City of North Miami Beach, Florida at regular meeting assembled this the **24th day of September, 2026.**

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE AND
RELIANCE OF THE CITY OF NORTH
MIAMI BEACH:

GREENSPOON MARDER, LLP

BY: _____
CITY ATTORNEYS

SPONSORED BY: Mayor and City Commission



**Consent Agenda
6.6.**

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Darvin Williams, City Manager
VIA:	
DATE:	September 24, 2026

RE: Resolution No. R2026-127 Approving the Community Redevelopment Agency (CRA) FY27 Budget
(Sponsored by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- ☐ Resolution
- ☐ Exhibit A

RESOLUTION NO. R2026-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY FISCAL YEAR 2026-27 BUDGET; AUTHORIZING THE CITY CLERK OR DESIGNEE TO TRANSMIT THE BUDGET TO MIAMI-DADE COUNTY; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE ALL ACTION NECESSARY TO COMPLETE THE APPROVAL PROCESS FOR THE NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY FISCAL YEAR 2026-27 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Agreement (the “Agreement”) by and among the North Miami Beach Community Redevelopment Agency (the “CRA”), the City of North Miami Beach (the “City”), and Miami-Dade County (the “County”) requires, among other things, the CRA to annually adopt and transmit a budget and annual report to the City and County for review and approval by the City Commission and Board of County Commissioners (“BCC”), respectively; and

WHEREAS, the Agreement also requires that the annual budget for the CRA be adopted by the CRA and the City prior to review and approval by the BCC; and

WHEREAS, the Fiscal Year 2026-2027 Budget for the CRA is attached hereto as Exhibit “A” (the “CRA Fiscal Year 2026-2027 Budget”); and

WHEREAS, all the expenses included in the CRA Fiscal Year 2026-2027 Budget are in accordance with state law, interlocal agreements including the Agreement and the CRA Redevelopment Plan; and

WHEREAS, the Mayor and City Commission have considered the CRA Fiscal Year 2026-2027 Budget and find that it is in the best interest of the City to approve the CRA Fiscal Year 2026-2027 Budget.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Commission of the City of North Miami Beach, Florida, as follows:

Section 1. The above recitals are true and correct and incorporated into this Resolution.

Section 2. The CRA Fiscal Year 2026-2027 Budget attached hereto as Exhibit “A” is hereby approved and adopted.

Section 3. The City Clerk or designee is hereby authorized to transmit the CRA Fiscal Year 2026-2027 Budget to the County for its review and approval.

Section 4. The City Manager or designee is hereby authorized to take all action necessary to complete the approval process for the CRA Fiscal Year 2026-2027 Budget with the County.

Section 5. This Resolution shall take effect immediately upon its approval.

[THE REMAINDER OF THE PAGE WAS INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this _____ day of September, 2026.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE AND
RELIANCE OF THE CITY OF NORTH
MIAMI BEACH:

GREENSPOON MARDER, LLP

BY: _____
CITY ATTORNEYS

Sponsored By: Mayor and City Commission

EXHIBIT “A”
CRA FISCAL YEAR 2026-2027 BUDGET

North Miami Beach
Community Redevelopment Agency
FY 2026 - 2027 Proposed Budget

(FY 2026-27 begins October 1, 2026)

REVENUES

City Tax Increment Revenue (TIR)
County Tax Increment Revenue (TIR)
Carryover from prior year
Other- OCED Economic Development Grant
New Bonds Issues (net of Cap interest)
Revenues from Rental Properties
Interest earnings
Revenue Total

FY 2025-26 Budget Amended	FY 2025-26 Actual	FY 2025-26 Variance	FY 2026-27 Budget Adopted	FY 2027-28 Budget Forecasted	FY 2028-29 Budget Forecasted	FY 2029-30 Budget Forecasted
\$ 3,759,103	\$ 3,759,103	\$ -	\$ 4,352,061	\$ 4,639,175	\$ 4,969,127	\$ 5,326,951
\$ 2,690,129	\$ 2,690,129	\$ -	\$ 3,205,466	\$ 3,409,248	\$ 3,651,725	\$ 3,914,683
\$ 8,910,883	\$ 9,008,059	\$ 97,176	\$ 12,107,510	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 25,000	\$ 72,500	\$ 47,500	\$ 25,000	\$ -	\$ -	\$ -
\$ 15,385,115	\$ 15,529,791	\$ 144,676	\$ 19,690,037	\$ 8,048,423	\$ 8,620,852	\$ 9,241,634

EXPENDITURES

Administrative Expenditures:

Employee salary and fringe
Contractual services
Insurance
Audits and studies
Printing and publishing
Marketing
Advertising and notices
Travel (includes Educational Seminars)
Rent/lease costs
Office equipment and furniture
Other Administrative Expenses
(A) Subtotal Admin Expenditures
County Administrative Charge at 1.5%
County Reimbursement of Advances
(B) Subtotal Admin Expenditures & County Charge

\$ 417,210	\$ 344,650	\$ 72,560	\$ 378,227	\$ 485,070	\$ 499,622	\$ 514,611
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 10,000	\$ -	\$ 10,000	\$ 10,000	\$ 10,300	\$ 10,609	\$ 10,927
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 576,992	\$ 486,185	\$ 90,807	\$ 629,474	\$ 648,358	\$ 667,809	\$ 687,843
\$ 1,004,202	\$ 830,835	\$ 173,367	\$ 1,017,701	\$ 1,143,728	\$ 1,178,040	\$ 1,213,381
\$ 44,000	\$ 40,352	\$ 3,648	\$ 48,082	\$ 51,139	\$ 54,776	\$ 58,720
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 1,048,202	\$ 871,187	\$ 177,015	\$ 1,065,783	\$ 1,194,867	\$ 1,232,816	\$ 1,272,101

Operating Expenditures:

Employee salary and fringe
Contractual services
Insurance
Audits and studies
Printing and publishing
Marketing
Legal services/court costs
Land/building acquisitions
Public Safety
Infrastructure improvements
Project Maintenance
Debt service payments (property)
Debt service payments (cap. improv.)
Redevelopment grants - residential
Redevelopment grants - commercial
Capital Projects
Transfers out to others (attach list)
TIF Rebate
Other Operating Expenses (attach list)
(C) Subtotal Operating Expenditures
(D) Reserve
Expenditure Total (B+C+D)

\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 1,288,724	\$ 448,033	\$ 840,691	\$ 1,035,723	\$ 1,066,795	\$ 1,098,799	\$ 1,131,762
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ 5,150	\$ 5,305	\$ 5,464
\$ 56,000	\$ 31,206	\$ 24,794	\$ 56,000	\$ 57,680	\$ 59,410	\$ 61,193
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 300,000	\$ -	\$ 300,000	\$ 300,000	\$ 91,997	\$ 100,591	\$ 109,992
\$ 5,754,719	\$ 1,348,659	\$ 4,406,060	\$ 8,294,554	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 3,147,804	\$ -	\$ 3,147,804	\$ 3,903,557	\$ 2,390,658	\$ 2,613,969	\$ 2,858,260
\$ 2,569,666	\$ 139,648	\$ 2,430,018	\$ 3,714,420	\$ 1,907,667	\$ 2,085,861	\$ 2,280,798
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 600,000	\$ 567,248	\$ 32,752	\$ 1,300,000	\$ 796,160	\$ 870,529	\$ 951,885
\$ 615,000	\$ 16,300	\$ 598,700	\$ 15,000	\$ 537,449	\$ 553,572	\$ 570,179
\$ 14,336,913	\$ 2,551,094	\$ 11,785,819	\$ 18,624,254	\$ 6,853,556	\$ 7,388,036	\$ 7,969,533
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 15,385,115	\$ 3,422,281	\$ 11,962,834	\$ 19,690,037	\$ 8,048,423	\$ 8,620,852	\$ 9,241,634

Cash Position (Rev-Exp)

\$ -	\$ 12,107,510	\$ (11,818,158)	\$ (0)	\$ -	\$ -	\$ -
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Redevelopment Projects List

Projects:

Snake Creek Canal
Plaza And Enhancements Beaufication
West Dixie Hihway Street Improvements
Corona Del Mar Phase - Sewer
163rd St Median Safety and Landscaping
Parking Lot Improvements
163rd Parkway Frontage Improvements
Hanford Blvd Streetscape Enhancements
Hanford Lighting, Beautification & Trees Enhancements
Bus Stop Enhancement
Centennial Park
Lighting Improvement
Wayfinding Kiosk
163rd Street Streetscape Planning
West Dixie Highway Water Main
Wayfinding Signage
Other Infrastructure Improvements
Taylor Park Phase I
Tennis Center Design
Utility Box Wrap

Total Projects

FY 2025-26 Budget Adopted	FY 2025-26 Actual	FY 2025-26 Variance	FY 2026-27 Budget Adopted	FY 2027-28 Budget Forecasted	FY 2028-29 Budget Forecasted	FY 2029-30 Budget Forecasted
1,864,453	632,162	1,232,291	4,556,554			
200,000		200,000	200,000			
50,000		50,000	113,000			
364,266	164,267	199,999	200,000			
400,000	3,500	396,500	400,000			
300,000	77,345	222,655	160,000			
300,000	16,988	283,013	150,000			
218,000	218,000	-	68,000			
160,000	30,898	129,103	50,000			
130,000		130,000	130,000			
618,000	205,500	412,500	218,000			
200,000		200,000	200,000			
125,000		125,000	79,000			
-		-	300,000			
-		-	770,000			
200,000		200,000	400,000			
300,000		300,000	300,000			
250,000		250,000	-			
50,000		50,000	-			
25,000		25,000				
		-				
\$ 5,754,719	\$ 1,348,659	\$ 4,406,060	\$ 8,294,554	\$ -	\$ -	\$ -



**Consent Agenda
6.7.**

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Darvin Williams, City Manager
VIA:	
DATE:	September 24, 2026

RE: Resolution No. R2026-128 to Approving a Budget Transfer for Community Development Department
(Sponsored by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- ☐ Staff Report
- ☐ Resolution



Procurement Management Department

Commission Agenda Staff Report

Date: September 24, 2026

Resolution No.: 2026-XX

To: Mayor and City Commission

From: Darvin Williams, City Manager

Agenda Title: Resolution Approving and Authorizing a Budget Transfer within the Annual Budget for Fiscal Year October 1, 2025 to September 30, 2026, in the Amount of \$129,950.00 from City Managers Contingency and Government Non Department Contingency Accounts to Support Staff Augmentation Services within the Community Development Department

Background

The City of North Miami Beach Community Development Department is responsible for supporting the City's planning, development, and land use activities. The Department requires additional professional planning support and staff augmentation to supplement existing staff capacity, maintain continuity of operations, and support its ongoing planning needs.

The Community Development Department's Professional Services account does not have sufficient appropriations to fund the required staff augmentation services. Therefore, a budget transfer in the amount of \$129,950 is requested from the City Manager's Contingency and Government Non-Department Contingency accounts to provide the necessary funding.

The requested budget transfer utilizes existing budgeted funds and does not increase the overall FY 2025-2026 adopted budget. Approval of the transfer will provide the Community Development Department with sufficient appropriations to support the required staff augmentation services.

Recommendation

The City Manager recommends that the City Commission approve and authorize the City Manager or designee to approve the Purchase Order with Inspire Placemaking Collective, Inc. in accordance with City procurement policies and approved budgetary appropriations.

Fiscal Impact

From Account Number	From Account Title	Amount	To Account Number	To Account Title
010200-512995	City Manager Contingency	\$29,950.00	010280-515310	Professional Services
010105-511995	Gov Non-Department Contingency	\$100,000.00	010280-515310	Professional Services

RESOLUTION NO. R2026-XXX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING AND APPROVING A BUDGET TRANSFER WITHIN THE ANNUAL BUDGET FOR FISCAL YEAR OCTOBER 1, 2025, TO SEPTEMBER 30, 2026, IN THE AMOUNT OF \$129,950 FROM CITY MANAGERS CONTINGENCY AND GOVERNMENT NON DEPARTMENT CONTINGENCY ACCOUNTS TO SUPPORT STAFF AUGMENTATION SERVICES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach ("City") adopted Resolution No. R2025-141 on November 17, 2025, establishing a comprehensive Policy governing internal budget transfers, continuing appropriations, reporting requirements and financial transparency and setting formal approval thresholds for the City; and

WHEREAS, the Community Development Department Professional Services account does not have sufficient appropriations to facilitate the planning support and staff augmentation services; and

WHEREAS, the City's Community Development Department requires additional professional planning support and staff augmentation to supplement existing staff capacity and support its ongoing planning, development, and land use activities; and

WHEREAS, the requested budget transfer does not increase the overall FY 2025-2026 adopted budget and utilizes existing budgeted funds; and

WHEREAS, pursuant to the City's Budget Control Policy, the City Manager has authorized and approved a budget transfer in the amount of \$129,950.00; and

WHEREAS, the Mayor and City Commission believe it is in the best interests of the City to approve the proposed budget transfer to support staff augmentation services with the Community Development Department.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA:

Section 1. The foregoing recitals are true and correct.

Section 2. The City Commission hereby approves a budget transfer in the amount of \$129,950.00 from the City Manager Contingency and Government Non-Department Contingency accounts to the Professional Services Operational expenses accounts within the Community development Department for staff augmentation services, as follows:

From Account Number	From Account Title	Amount	To Account Number	To Account Title
010200-512995	City Manager Contingency	\$29,950.00	010280-515310	Professional Services
010105-511995	Gov Non-Department Contingency	\$100,000.00	010280-515310	Professional Services

Section 3. The City Manager or designee is authorized to take all actions necessary to implement this Resolution. The transferred funds are authorized to be used to cover the staff augmentation services.

Section 4. The City Manager and the Community Development Department are hereby authorized to take all necessary administrative actions to implement this budget transfer.

Section 5. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given affect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 7. The Resolution shall become effective immediately upon adoption

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APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **24th day of September 2026**.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE AND
RELIANCE OF THE CITY OF NORTH
MIAMI BEACH:

GREENSPOON MARDER, LLP

BY: _____
CITY ATTORNEYS

Sponsored By: Mayor and City Commission



**Consent Agenda
6.8.**

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Darvin Williams, City Manager
VIA:	
DATE:	September 24, 2026

RE: Resolution No. R2026-129 Approving a Purchase Order with Inspire Placemaking Collective
(Sponsored by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- ☐ Resolution
- ☐ Exhibit
- ☐ Memo

RESOLUTION NO. R2026-XXX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER BETWEEN THE CITY AND INSPIRE PLACEMAKING COLLECTIVE, INC. FOR GENERAL PLANNING AND STAFF AUGMENTATION SERVICES FOR THE COMMUNITY DEVELOPMENT DEPARTMENT; IN A BUDGETED AMOUNT NOT TO EXCEED \$130,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 166, Florida Statutes and Section 1.4 of the Charter of the City of North Miami Beach (“City”), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

WHEREAS, Section 3-2.2 of the City of North Miami Beach Code of Ordinances (“Code”) provides that the Chief Procurement Officer has the authority to join with other governmental entities in cooperative purchasing plans, when the best interests of the City would be served.

WHEREAS, the City of Tarpon Springs competitively solicited and awarded Contract No. RFP No. 240115-P-JL “Planning Support Services”, to Inspire Collective, Inc., (“Inspire”), for a five (5) year term effective November 6, 2024, through November 5, 2029 (“Piggyback Contract”); and

WHEREAS, the Community Development Department requires general planning services and staff augmentation to supplement existing staff capacity, support ongoing planning operations, and provide additional professional expertise to address its operational needs; and

WHEREAS, Section 3-3.14 of the Code of Ordinances City of North Miami Beach, Florida, 2008 (Code”) provides that contracts more than fifty thousand dollars (\$50,000.00) shall be awarded by the City Commission; and

WHEREAS, the City Manager recommends that the City Commission approve a Purchase Order in a budgeted amount not to exceed \$130,000.00 for general planning and staff augmentation services with Inspire; and

WHEREAS, the Mayor and City Commission believe it is in the best interests of the City to authorize the City Manager or designee to approve a Piggyback Contract for a purchase order and execute an agreement in a budgeted amount not to exceed \$130,000.00 for general planning and staff augmentation services with Inspire Placemaking Collective, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA:

Section 1. The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

Section 2. The Purchase Order with Inspire Placemaking Collective Inc. through the Piggyback Contract, in substantially the form attached as Exhibit “A,” for a budgeted amount not to exceed \$130,00.00 to provide general planning and staff augmentation services, subject to budget appropriation and availability of funds is hereby approved.

Section 3. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

Section 4. All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 7. This Resolution shall take effect immediately upon adoption.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **24th day of September 2026**.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

(CITY SEAL)

MICHAEL JOSEPH
MAYOR

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE AND
RELIANCE OF THE CITY OF NORTH
MIAMI BEACH ONLY:

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

**PIGGYBACK/COOPERATIVE PURCHASE REQUEST FORM**

Requesting Department: _____
 Primary Contact Name: _____
 Primary Contact E-mail: _____
 Secondary Contact Name: _____
 Secondary Contact E-mail: _____
 Department Phone: _____
 Department Fax: _____

Company Name: _____
 Contact Name: _____
 Company Address: _____

 Company Phone: _____
 Company E-mail: _____
 Vendor Registration #: _____

Piggyback Contract Details

Cooperative ☐ / Public Entity ☐

1. Contract Title: _____
 a. Awarding Agency _____ b. Contract / Solicitation # _____
 c. Solicitation included? Yes ☐ Awarded Letter included? Yes ☐ Proposal/Quote from Company included? Yes ☐
2. Description of the Scope of Service of This Contract: _____
3. Total Value of Contract: \$ _____
4. Account Number(s): FY _____ FY _____

Contract Verification Information

5. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product / service? Yes ☐ No ☐
6. Would this purchase(s) result in the potential of future purchases for related products/ services being restricted to a particular vendor or create a specific vendor as sole source provider for the related items? Yes ☐ No ☐
7. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase?
 Yes ☐ No ☐ If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).

Required Documents Checklist

Contract Explanation Memo ☐ Solicitation ☐ Award Letter/Executed Contract ☐
 Proposal/Quote ☐ Renewal Letter ☐ Risk Manager Approved Insurance Certificate ☐

Grant Information (only applicable if grant related purchase)

8. Provide details (expiration dates, special requirements, etc). _____
9. Will this require matching funds? Yes ☐ No ☐
10. Grant source? _____ Grant (dollar) amount? _____
11. Complete an advanced search of the vendor recommended for award on the federal governments System for Award Management at www.sam.gov. Attach a copy of the results.

Approved

Date

Form Prepared By: _____

Department Director: _____

Finance Director: _____

Chief Procurement Officer: _____
(Purchases/Contract up to \$25,000.00)

City Manager: _____
(Purchases/Contracts up to \$50,000.00)

Purchases/Contracts exceeding \$50,000.00 will be placed on the next Commission Agenda pending Procurement review

City Commission Meeting Date: _____

Approved Resolution No: _____

3-4.3 Use of Other Governmental Entities' Contracts

Subject to the spending limitations in Section 3-3.14 and upon a determination that the supplies, materials, equipment or contractual services needed by the City are comparable to solicitation procedures substantially equivalent to the requirements of the North Miami Beach Purchasing Code, the Purchasing Agent may procure, without following formal contract procedure, all supplies, materials, equipment and contractual services which are the subject of contracts with the State of Florida, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof; provided, however, that this section shall apply only if (i) the supplies, materials, equipment or contractual services are the subject of a price schedule negotiated by the State of Florida or the United States government, or (ii) the supplies, materials, equipment or contractual services are the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference.



TO: City Manager

VIA: Chief Procurement Officer

FROM: _____
Director

Title/Department

Signature

Date

RE: _____

Fiscal Amount not to Exceed: \$ _____

Vendor # _____

Purpose (How does it align with City NMB Strategic Plan?):

Background:

Recommendation:

Fiscal Impact / Account Number(s):

Finance Director: _____

Date _____

Chief Procurement Officer: _____
(Purchases/Contract up to \$25,000.00)

Date _____

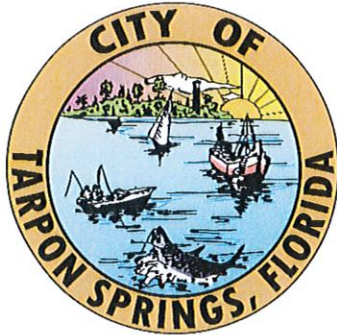
City Manager: _____
(Purchases/Contracts up to \$50,000.00)

Date _____



Schedule of Hourly Rates (2026)

Classification	Hourly Rates
Principal/Director	\$250 - \$400
Project Manager	\$175 - \$250
Deputy Project Manager	\$165 - \$195
Senior Landscape Architect/Senior Planner	\$165 - \$200
Senior Graphic Designer	\$135 - \$185
Landscape Architect/Urban Designer/Planner	\$110 - \$165
Landscape Designer/Planning Technician	\$90 - \$130
Graphic Designer	\$75 - \$100
Professional Interns	\$75 - \$90
Administrative	\$55 - \$85



CITY OF TARPON SPRINGS

PLANNING SUPPORT SERVICES INSPIRE PLACEMAKING COLLECTIVE, INC.

SUBCATEGORY – ALL

RFP NO.: 240115-P-JL

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into at Tarpon Springs, Florida, this ~~6~~⁴th day of ~~November~~ 202~~4~~⁴, by and between the CITY OF TARPON SPRINGS, a municipal corporation of the State of Florida, hereinafter referred to as "CITY" and INSPIRE PLACEMAKING COLLECTIVE, INC., (P22000094175), qualified in Florida as Corporation, hereinafter referred to as "CONSULTANT".

WHEREAS, the CITY proposes to do certain **Consultant Services**.

WHEREAS, the CITY desires to engage the CONSULTANT to perform certain professional services pertinent to such work as requested in RFP No. 240115-P-JL, Planning Support Services, dated July 29, 2024, which is attached as Exhibit A and made a part hereof by reference, and in accordance with this Agreement; and

WHEREAS, the CONSULTANT desires to provide such professional services as described in the RFP No. 240115-P-JL, Planning Support Services Scope of Services Proposal, dated August 28, 2024, which is attached as Exhibit B and made a part hereof by reference, and in accordance with this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

I. GENERAL SCOPE OF THIS AGREEMENT

- A. The relationship of the CONSULTANT to the CITY will be that of a professional consultant, and the CONSULTANT will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards. No employer/employee relationships shall be deemed to be established and the CONSULTANT, its agents, and employees shall be independent contractors at all times.
- B. Professional and Technical Services: It shall be the responsibility of the CONSULTANT to work with the CITY and apprise it of solutions to design problems and the approach or technique to be used towards accomplishment of the CITY'S objectives as set forth in the Scope of Services, which is made a part of this Agreement upon execution by both parties.
- C. The CONSULTANT shall be responsible for the professional quality; technical accuracy; timely completion; compliance with regulations, codes, and rules; and the coordination with all appropriate agencies of all designs, drawings, specifications, reports, and other services furnished by the CONSULTANT under this Agreement. If the CITY determines there is any breach of the standard of care in the CONSULTANT'S designs, drawings, specifications, reports and other services, the CONSULTANT shall, without additional compensation, correct or revise said breach to the satisfaction of the CITY.
- D. Approval by the CITY of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the CONSULTANT of responsibility for the technical adequacy of its work. The CITY'S review, approval, or acceptance of or payment for any of the services shall not be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT.
- E. The CONSULTANT shall be and remain liable in accordance with applicable law for all damages to the CITY caused by the CONSULTANT'S negligent performance of any of the services furnished under this AGREEMENT.
- F. The parties recognize that the CONSULTANT is an independent contractor. The CONSULTANT agrees to indemnify and hold harmless CITY, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims whatsoever for personal injuries or property damage to the extent caused by the

negligence, recklessness or intentionally wrongful conduct of the CONSULTANT, its agents, officers, subcontractors, employees, and independent contractors. To the extent City is allowed by Section 725.08, F.S. 2000 to require CONSULTANT to defend CITY and to the extent covered by a liability policy of CONSULTANT, CONSULTANT will defend CITY from claims against the CITY described in the preceding sentence. This includes claims made by the employees of the CONSULTANT against the CITY; and CONSULTANT hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes and the Workers Compensation Act. Nothing contained herein shall be construed to waive the CITY'S immunity from liability under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

- G. Incorporation by Reference; Order of Precedence. This Agreement incorporates and makes a part hereof by reference the following documents: (i) the RFP No. 240115-P-JL, dated, July 29, 2024 and Addenda 1, dated, August 8, 2024, and, 2, dated, August 9, 2024 ("Exhibit A"), (ii) Consultant's Certificate of Insurance required in accordance with the RFP; and (iii) Consultant Proposal and all associated documents (collectively "Consultant Standard Terms") dated August 28, 2024 ("Exhibit B"). Notwithstanding any term in the City Contract to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in the earlier-listed document shall prevail over conflicting terms in a subsequently listed document. In the event the Consultant issues updated or supplemented Consultant Standard Terms, and provides notice of same to City, such updates or supplements shall automatically replace or supplement the original Consultant Standard Terms.

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The City shall provide:

- A. Available plans and specifications of existing municipal owned facilities.
- B. Other data and services described in the Scope of Services.
- C. Payment for all legal advertisements incidental to obtaining bids or proposals from contractors.
- D. Designate, in writing, an individual to act as the CITY'S representative with respect to the work to be performed under this AGREEMENT. Such person shall have the authority to exercise the rights and responsibilities of the CITY provided in this contract. Said authority includes but is not limited to: issue change orders, transmit instructions, stop work, receive information, interpret and define CITY'S policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this AGREEMENT.
- E. Pay all permit application filing fees.

III. TERM OF THE AGREEMENT

- A. The term of the Agreement shall be from the date set forth in the introductory paragraph and continue for a period of five (5) years from the date of execution.
- B. The CONSULTANT will begin work promptly after receipt of a Task Work Order (TWO).
- C. The CONSULTANT'S services called for under the Agreement shall be completed in accordance with the schedule contained in the Scope of Services; provided that, if the CONSULTANT'S services are delayed for reasons beyond the CONSULTANT'S control, the time of performance shall be adjusted appropriately.

IV. GENERAL CONSIDERATIONS

- A. All original sketches, reproducible Mylar drawings, computations, details, design calculations, and other documents and plans that result from the CONSULTANT'S services under this AGREEMENT shall become and remain the property of the CITY, including copyright rights, upon receipt of payment by the CONSULTANT from the CITY for services rendered in connection with preparation of said sketches, drawings, etc. Where such documents are required to be filed with governmental agencies, the CONSULTANT will furnish copies to the CITY upon request.
- B. The Consultant must maintain insurance in at least the amounts required in the Request for Qualifications throughout the term of this contract. The Consultant must provide a Certificate of Insurance in accordance with Insurance Requirements, of the Request for Qualifications evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract. Consultant shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the Consultant. The Consultant shall provide cyber liability insurance, not cyber liability technology insurance. Except of professional and cyber liability, the CITY shall be endorsed to the required policy or policies as an additional insured.
- C. The CITY acknowledges that the materials cited in Paragraph IV. A. above which are provided by the CONSULTANT are not intended for use in connection with any project or purpose other than the project and purpose for which such materials are prepared. Any use by the CITY of such materials in connection with a project or purpose other than that for which such materials were prepared without prior written consent and adaptation by the CONSULTANT shall be at the CITY'S sole risk, and the CONSULTANT shall have no responsibility or liability, therefore.
- D. During all times that the CONSULTANT is employed on behalf of the CITY and at all times subsequent to the date of this contract, all discussions between the CITY and the CONSULTANT and all information developed or work products produced by the CONSULTANT during its employment and all matters relevant to the business of the CITY not otherwise being a matter of public record shall be deemed to be confidential. All such information and work product shall be protected by the CONSULTANT and shall not be revealed to other persons without the express written permission of the CITY. In recognition of the fact that the CONSULTANT has many clients in and about the geographical area of Tarpon Springs and in recognition of the fact that the CITY'S long-range plans may have a direct economic effect on such other clients, and future clients, the parties do hereby recognize that the need for such confidentiality is inherent in the professional relationship between the parties and is a material aspect of this contract.

Breach of such confidential relationship shall be deemed to have damaged the CITY, and the parties do hereby agree that actual and punitive damages may be assessed against the CONSULTANT for the breach of such confidential relationship.

- E. In further recognition of the fact that the CONSULTANT may represent other clients in the geographic area of Tarpon Springs and that the professional relationship with such clients may represent a conflict in its professional relationship with the CITY, the CONSULTANT agrees to confer with the CITY prior to agreeing to perform professional services for other persons, firms, corporations, or political entities within the City of Tarpon Springs and, as to any other political subdivision, for any activities within the State of Florida, that in any way affect the interests of the CITY. The CONSULTANT agrees to reveal all such proposed professional relationships to the CITY and to refuse such employment with other private or public entities in the event that the CITY deems there to be a substantial potential for a conflict of interest to arise from such relationships.
- F. The CONSULTANT agrees to cooperate with the CITY and other CONSULTANTS providing services to the CITY in accomplishing work that may require joint efforts to

accomplish the CITY'S goals. This cooperation, when requested by the CITY, will include but not be limited to:

1. Sharing technical information developed under contract with the CITY.
2. Joint meetings for project coordination.
3. Establish lines of communication.

V. COMPENSATION

- A. When a service is to be compensated for on a time charge basis, the CITY will compensate the CONSULTANT based upon the actual hourly salary rate of the individual(s) involved, times a multiplier factor of 3.0, which will be incorporated into the Agreement.
- B. Services in addition to those described in the Scope of Services shall be compensated in accordance with a negotiated lump sum or time charges with established hourly rates.

METHOD I – LUMP SUM

Lump Sum Amount

Wherever possible, the Scope of Services for Services, Projects, or Programs shall be thoroughly defined and outlined prior to its authorization. The CITY and CONSULTANT shall mutually agree to a Lump Sum amount for services to be rendered and a detailed scope of services.

METHOD II – TIME CHARGES

Computation of Time Charges – When a service is to be compensated for on a time charge basis, the CONSULTANT will submit an estimated cost to the CITY for prior approval. It is anticipated that the total cost to the CITY for the performance of time charge services including, but not limited to time charges, professional associates, and other direct costs will not exceed the estimated costs; and the CONSULTANT agrees to use its good faith effort to perform said work within said estimated costs. If, as the actual work progresses, the CONSULTANT has reason to believe that the cost for the task will be greater than estimated, The CONSULTANT shall notify the City in writing to that effect, giving the revised estimate of such cost for said work and, upon acceptance by the CITY in writing, the revised estimate shall become the estimated cost which the CONSULTANT will use in good faith effort not to exceed. The CONSULTANT is precluded from submitting increases in the estimated cost thirty (30) days prior to the agreed upon completion date of the task. The CITY shall not be obligated to reimburse the CONSULTANT for cost incurred in excess of the estimated costs set forth above.

- C. Sub-contractual services shall be invoiced at the actual fees paid by the CONSULTANT with no mark-up in fees. Sub-contractual services will be approved by the CITY prior to performance of the sub-contractual work.
- D. Reimbursable expenses shall be invoiced at the actual expenditures incurred by the CONSULTANT, if provided in the authorized ADDITIONAL SERVICES AUTHORIZATION as follows:
 1. Expense of transportation and lodging (not to exceed the limits in accordance with the CITY Travel Policy), long distance calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project.
 2. Expenses of reproductions, postage, and handling of Drawings and Specifications including duplicate sets at the completion of each ADDITIONAL SERVICES AUTHORIZATION for the CITY'S review and approval.

3. Expense of overtime work requiring higher than regular rates, when authorized by the city.
 4. Expense of models for the CITY'S use.
 5. Expense of computer time.
- E. Total Compensation for all services and expenses shall not exceed the upset limit listed upon each ADDITIONAL SERVICES AUTHORIZATION without written approval.
- F. If the CITY determines that any price for services, however calculated, provided by the CONSULTANT, including profit, negotiated in connection with this AGREEMENT or any cost reimbursable under this AGREEMENT was increased by any significant sums because the CONSULTANT or any subcontractor furnished incomplete or inaccurate cost or pricing data, then such price or cost or profit shall be reduced accordingly and the ADDITIONAL SERVICES AUTHORIZATION shall be modified in writing to reflect such reduction.

VI. PAYMENT

Payments for Basic Services, Sub-contractual Services, and Reimbursable Expenses as defined in Section V shall be made not later than 45 days from presentation of the Engineer's itemized report and invoice and approval of the Project Manager designated by the CITY, unless additional time for processing is required. The CONSULTANT shall submit monthly invoices or other periodic invoices required in the ADDITIONAL SERVICES AUTHORIZATION, including a report of work completed during the respective invoice period. The report shall be adequate in detail to describe work progress (% complete for each task) and written summaries of work completed. No payment request shall exceed the value of the work and services performed by the CONSULTANT under the Scope of Services or ADDITIONAL SERVICES AUTHORIZATION. The Parties will follow the provisions of the Florida Prompt Payment Act, §218.735, hereby incorporated by reference with respect to invoices, responses, dispute resolution and payment timing.

VII. RECORDS

The Consultant shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Consultant shall and any subconsultants:

- (a) Keep and maintain public records required by the City to perform the Services provided hereunder.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, 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 the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the City.
- (d) Upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, 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

Agreement, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If the Consultant fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Consultant fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONSULTANT SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE(727.942.5614), E-MAIL (cityclerk@ctsfl.us), OR MAIL: CITY OF TARPON SPRINGS, OFFICE OF THE CITY CLERK, 410 NORTH RING AVENUE, TARPON SPRINGS, FL 34689.

VIII. PERSONNEL

- A. The CONSULTANT represents that it has or will secure, at its own expense, qualified personnel required in performing the services under this AGREEMENT. All work shall be performed under the direction of an engineer registered under State and local law to perform such services. Key project personnel will be identified for each project and expected to perform the work assignment as can reasonably be expected. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Agreement.
- B. The CONSULTANT covenants that neither it nor any of its professional employees assigned to the Engineer of Record "Project" or any TWO to which this AGREEMENT pertains presently has any interest in and shall not acquire any interest, direct or indirect, in any business, firm, material supplier, equipment supplier, service supplier, or sub-contractor or any other person, firm, or corporation supplying any real property, personal property, or service, to the accomplishment of the work contemplated by the Project in any phase or portion of the Project. The CONSULTANT and each and all professional employees assigned to the Project will give a certification to the CITY not later than five calendar days after the AGREEMENT is executed.

IX. SUSPENSION, CANCELLATION OR ABANDONMENT

This AGREEMENT may be terminated in whole or in part in writing by the CITY for its convenience; provided, that the CONSULTANT is given:

- (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and
- (2) an opportunity for consultation with the CITY prior to termination.

In the event the project described in the Scope of Services, or the Services of the CONSULTANT called for under any ADDITIONAL SERVICES AUTHORIZATION is or are suspended, cancelled, or abandoned by the CITY, the CONSULTANT shall be given five days prior written notice of such action and shall be compensated for the professional

services provided and reimbursable expenses incurred up to the date of suspension, cancellation, or abandonment.

Upon receipt of a cancellation action, the CONSULTANT shall (1) promptly discontinue all services affected (unless the notice directs otherwise) and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONSULTANT in performing this AGREEMENT, whether completed or in process together with all other material and property belonging to the CITY and in the CONSULTANT'S possession. The CITY may take over the work and prosecute the same to completion by agreement with another party or otherwise.

X. MISCELLANEOUS

- a. This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.
- b. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of one Party at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the demanding Party thereafter to enforce same. Nor shall waiver by one Party of any breach of any term of this Agreement by the other Party be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.
- c. No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Consultant without the express written consent of the City. The City shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Consultant. Any assignment of this Agreement made by the Consultant without the express written consent of the City shall be null and void and shall be grounds for the Town to declare a default of this Agreement.
- d. The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Pinellas County, Florida. Venue shall lie exclusively in Pinellas County.
- e. In any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all of their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.
- f. The Consultant shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Consultant's officers, employees, agents, or subcontractors, or the delivery of the Consultant's Services to City.
- g. In case any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the Parties.

- h. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.
- i. This Agreement only provides rights and remedies for the City and Consultant. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other Person. There are no third-party beneficiaries under this Agreement.
- j. Pursuant to Florida Statutes § 287.135, the Consultant is not eligible to enter into, or renew, this Agreement if:
 - (i) The Consultant is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);
 - (ii) The Consultant engages in business operations in Cuba or Syria; or
 - (iii) The Consultant is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

By entering into this Agreement, the Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Consultant acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Consultant shall notify the City if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Consultant to the City within ten (10) days of the date of such occurrence.

In the event the City determines, using credible information available to the public, that the Consultant has submitted a false certification or that Consultant is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Consultant, pursuant to Florida Statutes 287.135. In addition, the City may pursue any and all other legal remedies against the Consultant.

- k. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
- l. **Compliance with Labor and Immigration Laws**
The Contractor shall comply with all Applicable Laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

Immigration Compliance; E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds

for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the City. Pursuant to Florida Statutes § 448.095(2), beginning January 1st 2021, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with the City cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the City that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the City develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) City shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

- m. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

IN WITNESS WHEREOF, THE CITY HAS CAUSED THESE PRESENTS TO BE EXECUTED IN ITS NAME BY ITS City Manager, and Attested and its official Seal to be hereunto affixed by its City Clerk, and the CONSULTANT has hereunto set its hand and Seal, the day and year first written above.

APPROVED BY THE CITY OF TARPON SPRINGS on the 6 day of November, 2024.

CITY OF TARPON SPRINGS

Inspire Placemaking Collective, Inc.

By: Charles Rudd
Mark LeCouris, City Manager
Charles Rudd

By: George Kramer, President
Signatory's Name & Title

ATTESTED

ATTESTED

By: Michelle Maness
City Clerk

By: Linda Lavin
Consultant's Witness

APPROVED AS TO FORM:

By: [Signature]
City Attorney

AGREEMENT EXHIBIT CERTIFICATION

The CITY OF Tarpon Springs (City), a municipal corporation with principal offices located at 324 East Pine St, Tarpon Springs FL, 34689, and CONTRACTOR executing this document by and through its authorized agent

The following terms are hereby added to the original Agreement:

1. Scrutinized Companies

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

1.1. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

1.2. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1.2.1. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

1.2.2. Is engaged in business operations in Syria.

1.3. Submitting a false certification, or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

2. E-Verify

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part

of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ATTEST



Signature of Corporate Secretary

Sarah Sinatra Gould

Type/Print Name of Corporate Secy.

10/30/24

Date

Inspire Placemaking Collective, Inc.

Company Name



Signature

George Kramer

Type/Print Name

10/30/24

Date

(CORPORATE SEAL)



Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: October 30, 2024 Signed: 

Entity: Inspire Placemaking Collective, Inc. Name: George Kramer

Title: President

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: October 30, 2024

Signed: 

Entity: Inspire Placemaking Collective, Inc.

Name: George Kramer

Title: President



Procurement Management Department

Commission Agenda Staff Report

Date: September 24, 2026

Resolution No.: 2026-XX

To: Mayor and City Commission

From: Darwin Williams, City Manager

Agenda Title: Resolution Approving and Authorizing a Purchase Order between Inspire Placemaking Collective, Inc. through a Piggyback Contract for General Planning Support Services in a Budgeted Amount Not to Exceed \$130,000.00

Background

The City of North Miami Beach Community Development Department is responsible for supporting the City's planning, development, and land use activities and ensuring that development-related functions are effectively administered. Ongoing planning support is essential to maintain continuity of operations, support current and future planning initiatives, and ensure that the City has access to the professional expertise necessary to address its planning needs.

The City intends to utilize an existing piggyback contract with Inspire Placemaking Collective, Inc., to procure general planning and staff augmentation services. The applicable contract is the City of Tarpon Springs Contract No. RFP 240115-P-JL, effective through November 5, 2029. Utilizing this piggyback agreement allows the City to access competitively awarded pricing and terms, ensuring efficiency and compliance with procurement policies.

Inspire Placemaking Collective, Inc. provides professional planning services and staff augmentation support, offering the experience and expertise necessary to assist the City with its ongoing Community Development operations and planning needs.

Recommendation

The City Manager recommends that the City Commission approve and authorize the City Manager or designee to approve the Purchase Order with Inspire Placemaking Collective, Inc. in accordance with City procurement policies and approved budgetary appropriations.

Fiscal Impact

Requesting Purchase Orders for the allocated amount of \$130,000.00 as approved in the adopted FY26 budget appropriation.



**Consent Agenda
6.9.**

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Darvin William, City Manager
VIA:	
DATE:	September 24, 2026

RE: Resolution No. R2026-130 Approving a Purchase Order with Allied Universal Corporation (Sponsored by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- ☐ Resolution
- ☐ Exhibit A
- ☐ Staff Report

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER FOR SWIMMING POOL CHEMICALS THROUGH A PIGGYBACK CONTRACT WITH ALLIED UNIVERSAL CORPORATION IN AN ANNUAL AMOUNT NOT TO EXCEED \$60,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 166, *Florida Statutes* and Section 1.4 of the Charter of the City of North Miami Beach (“City”), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

WHEREAS, Section 3-2.2 of the City of North Miami Beach Code of Ordinances (“Code”) provides that the Chief Procurement Officer has the authority to join with other governmental entities in cooperative purchasing plans, when the best interests of the City would be served.

WHEREAS, The Southeast Florida Cooperative Purchasing Governmental Group, a governmental cooperative purchasing organization that competitively solicits and awards contracts for use by participating public agencies, with the City of Sunrise serving as the lead agency, awarded Contract 26-13-11-HR, “*Swimming Pool Chemicals*,” to Allied Universal Corp. (“*Allied*”), effective through March 25, 2027, with two additional one-year renewal options through March 25, 2029 (“*Piggyback Contract*”); and

WHEREAS, the City of North Miami Beach Parks and Recreation Department uses sodium hypochlorite to sanitize the water at its swimming pools to eliminate harmful bacteria and pathogens, prevent algae growth, and to oxidize non-living contaminants that may be present. This guarantees a clean and safe environment for swimmers and patrons; and

WHEREAS, pursuant to Section 3-3.14 of the City Code, the City Manager has the authority to approve purchases and awards up to fifty thousand dollars (\$50,000), and any expenditure above this amount need to be presented to the Mayor and City Commission for approval; and

WHEREAS, the City Manager and the Chief Procurement Officer recommend that the City Commission approve a Purchase Order through the Piggyback Contract with Allied, in an annual amount not to exceed \$60,000.00, for the purchase of Swimming Pool Chemicals for the Parks and Recreation Department; and

WHEREAS, the Mayor and City Commission determine it is in the best interests of the City to approve a Purchase Order through the Piggyback Contract with Allied Universal Corporation, in an annual amount not to exceed \$60,000.00, for the purchase of Swimming Pool Chemicals.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

Section 2. The Piggyback Contract with Allied Universal Corporation, in substantially the form attached as Exhibit "A", for an annual amount not to exceed \$60,000.00 for the purchase of Swimming Pool Chemicals, and an annual CPI increases not to exceed five percent (5%) in accordance with lead agency terms and conditions, subject to budget appropriation and availability of funds, is hereby approved.

Section 3. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

Section 4. All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 7. This Resolution shall take effect immediately upon adoption.

[THE REMAINDER OF THIS INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **24th day of September 2026.**

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

(CITY SEAL)

MICHAEL JOSEPH
MAYOR

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE AND
RELIANCE OF THE CITY OF NORTH
MIAMI BEACH ONLY:

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

RESOLUTION NO. 2026-XX

**EXHIBIT A****PROCUREMENT MANAGEMENT DEPARTMENT****PIGGYBACK/COOPERATIVE PURCHASE REQUEST FORM**

Requesting Department: Parks and Rec
 Primary Contact Name: Ian Fors *Ian Fors*
 Primary Contact E-mail: ian.fors@citynmb.com
 Secondary Contact Name: Ryan Bernard
 Secondary Contact E-mail: ryan.bernard@citynmb.com
 Department Phone: 305-948-2957
 Department Fax: 305-919-3727

Company Name: Allied Universal Corporation
 Contact Name: _____
 Company Address: 3901 nw 115th ave
Miami, FL 33178
 Company Phone: 305-888-2623
 Company E-mail: _____
 Vendor Registration #: 167

Piggyback Contract Details

Cooperative ☒ / Public Entity ☐

1. Contract Title: Swimming Pool Chemicals
 - a. Awarding Agency City of Sunrise
 - b. Contract / Solicitation # BID#26-13-11
 - c. Solicitation included? Yes ☐ Awarded Letter included? Yes ☐ Proposal/Quote from Company included? Yes ☐
2. Description of the Scope of Service of This Contract: Sodium Hypochlorite for ppols
3. Total Value of Contract: \$ 60,000.00
4. Account Number(s): FY 27 010712-572505 FY _____

Contract Verification Information

5. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product / service? Yes ☐ No ☐
6. Would this purchase(s) result in the potential of future purchases for related products/ services being restricted to a particular vendor or create a specific vendor as sole source provider for the related items? Yes ☐ No ☐
7. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes ☐ No ☐ If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).

Required Documents Checklist

Contract Explanation Memo ☒ Solicitation ☒ Award Letter/Executed Contract ☒
 Proposal/Quote ☒ Renewal Letter ☐ Risk Manager Approved Insurance Certificate ☒

Grant Information (only applicable if grant related purchase)

8. Provide details (expiration dates, special requirements, etc). _____
9. Will this require matching funds? Yes ☐ No ☐
10. Grant source? _____ Grant (dollar) amount? _____
11. Complete an advanced search of the vendor recommended for award on the federal governments System for Award Management at www.sam.gov. Attach a copy of the results.

Approved

Date

Form Prepared By: Ryan Bernard 8/3/26

Department Director: Ian Fors *Ian Fors* 8/5/26

Finance Director: _____

Chief Procurement Officer: _____
(Purchases/Contract up to \$25,000.00)

City Manager: _____
(Purchases/Contracts up to \$50,000.00)

Purchases/Contracts exceeding \$50,000.00 will be placed on the next Commission Agenda pending Procurement review

City Commission Meeting Date: _____	Approved Resolution No: _____
-------------------------------------	-------------------------------

3-4.3 Use of Other Governmental Entities' Contracts

Subject to the spending limitations in Section 3-3.14 and upon a determination that the supplies, materials, equipment or contractual services needed by the City are comparable to solicitation procedures substantially equivalent to the requirements of the North Miami Beach Purchasing Code, the Purchasing Agent may procure, without following formal contract procedure, all supplies, materials, equipment and contractual services which are the subject of contracts with the State of Florida, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof; provided, however, that this section shall apply only if (i) the supplies, materials, equipment or contractual services are the subject of a price schedule negotiated by the State of Florida or the United States government, or (ii) the supplies, materials, equipment or contractual services are the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference.



TO: City Manager

VIA: Chief Procurement Officer

FROM: Ian Fors
Director
Ian Fors
Signature

Parks and Rec Director
Title/Department
08/03/2026
Date

RE: Pool Chemicals-Sodium Hypochlorite

Fiscal Amount not to Exceed: \$ 60,000.00

Vendor # 167

Purpose (How does it align with City NMB Strategic Plan?):

Allied Universal provides the Parks & Recreation Department with a dependable supply of sodium hypochlorite, the primary disinfectant used to maintain safe, clean, and sanitary pool water at the City's aquatic facilities.

Background:

Allied has established a proven track record of delivering product on schedule, maintaining consistent quality, and responding promptly to the Department's changing operational needs.

Recommendation:

The Parks & Recreation Department recommends moving forward with Allied Universal as the Department's sodium hypochlorite vendor based on the company's demonstrated ability to provide a reliable, consistent, and high-quality product while meeting the Department's operational, safety, and service requirements.

Fiscal Impact / Account Number(s):

010712-572505

Finance Director: _____

Date _____

Chief Procurement Officer: _____
(Purchases/Contract up to \$25,000.00)

Date _____

City Manager: _____
(Purchases/Contracts up to \$50,000.00)

Date _____



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to coop@nigpsefl.org for placement on the NIGP SEFL website Cooperative contract page.

PAGE 1 OF 2

BID/RFP No. BID NO. 26-13-11-HR

Description/Title: SWIMMING POOL CHEMICALS

Initial Contract Term: Start Date: 3/26/26 End Date: 3/25/27

Renewal Terms of the Contract: TWO (2) Renewal Options for ONE YEAR
(No. of Renewals) (Period of Time)

Renewal No. _____ Start Date: _____ End Date: _____

Renewal No. _____ Start Date: _____ End Date: _____

Renewal No. _____ Start Date: _____ End Date: _____

Renewal No. _____ Start Date: _____ End Date: _____

SECTION #1

VENDOR AWARD

Vendor Name: ALLIED UNIVERSAL CORP.

Vendor Address: 3901 NW 115TH AVE. MIAMI, FL 33178

Contact: NEWELL "DAVID" STOCKDALE

Phone: 786-347-7422 Fax: 937-401-2918

Cell/Pager: 786-347-7422 Email Address: NEWELLS@ALLIEDUNIVERSAL.COM

Website: WWW.ALLIEDUNIVERSAL.COM FEIN: 59-0776285

VENDOR AWARD

Vendor Name: BRENNTAG MID-SOUTH, LLC

Vendor Address: 250 CENTRAL FLORIDA PARKWAY ORLANDO, FL 32824

Contact: GREG SAMPLES

Phone: 800-876-1727 EXT 3224 Fax: _____

Cell/Pager: 689-325-1807 Email Address: GREG.SAMPLES@BRENNTAG.COM

Website: BRENNTAG MID-SOUTH, LLC FEIN: 61-0504545

VENDOR AWARD

Vendor Name: CHEMRITE, INC.
 Vendor Address: 5202 BELLE WOOD COURT, SUITE NO. 104 BUFORD, GA 30518
 Contact: KIMBERLY MILLER
 Phone: 770-271-5576 Fax: _____
 Cell/Pager: 615-459-4620 Email Address: KIMBERLY@CHEMRITE.COM
 Website: WWW.CHEMRITE.COM FEIN: 58-1825727

VENDOR AWARD

Vendor Name: COMMERCIAL ENERGY SPECIALISTS, LLC
 Vendor Address: 952 JUPITER PARK LANE, SUITE 1 JUPITER FL 33458
 Contact: REMY BAKER
 Phone: 561-354-2712 Fax: _____
 Cell/Pager: 561-746-5898 Email Address: RBAKER@CESWATERQUALITY.COM
 Website: WWW.CESWATERQUALITY.COM FEIN: 59-2550057

VENDOR AWARD

Vendor Name: FLORIDA POOL FILLS, INC.
 Vendor Address: 1025 GATEWAY BLVD. #303-336 BOYNTON BEACH FL 33426
 Contact: JOANNE CIONE
 Phone: 561-802-7600 Fax: _____
 Cell/Pager: 561-802-7600 Email Address: JOANNE@FLORIDAPOOLFILLS.COM
 Website: WWW.FLORIDAPOOLFILLS.COM FEIN: 85-2743207

VENDOR AWARD

Vendor Name: HAWKINS WATER TREATMENT GROUP, INC.
 Vendor Address: 2381 ROSEGATE ROSEVILLE, MN 55113
 Contact: WILL THOMPkins
 Phone: 305-731-7800 Fax: _____
 Cell/Pager: 305-731-7800 Email Address: WILL.THOMPkins@HAWKINSINC.COM
 Website: WWW.HAWKINSINC.COM FEIN: 41-0771293

VENDOR AWARD

Vendor Name: SCP DISTRIBUTORS LLC D/B/A LINCOLN AQUATICS
 Vendor Address: 109 NORTH PARK BLVD STE 400 COVINGTON, LA 70433
 Contact: GARY CIAK
 Phone: 727-288-6168 Fax: _____
 Cell/Pager: 727-288-6168 Email Address: GARY.CIAK@POOLCORP.COM
 Website: WWW.LINCOLNAQUATICS.COM FEIN: 36-3926337

SECTION #2

AWARD/BACKGROUND INFORMATION

Award Date: 2/24/26 Resolution/Agenda Item No.: 26-34
Insurance Required: Yes X No
Performance Bond Required: Yes No X

SECTION #3

LEAD AGENCY

Agency Name: CITY OF SUNRISE
Agency Address: 10770 W OAKLAND PARK BLVD SUNRISE FL 33351
Agency Contact: HOLLY RAPHAELSON Email HRAPHAELSON@SUNRISEFL.GOV
Telephone: 954-572-2202 Fax:

BID 26-13-11-HR Swimming Pool Chemicals

ITEM NO.	Est. Qty	DESCRIPTION	Allied Universal Corp.		Brenntag Mid-South, LLC		Chemrite, Inc.		Commercial Energy Specialists, LLC		Florida Pool Fills, Inc.		Hawkins Water Treatment Group, Inc.		ProStar Pool Supplies, Inc.		SCP Distributors LLC d/b/a Lincoln Aquatics	
			UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE
1	26	Soda Ash, Granular, Dosage: 1 lb per 10,000 gallons (if pH is below 7.2) 50 LB bag	\$0.00	\$0.00	\$33.75	\$877.50	\$0.00	\$0.00	\$40.24	\$1,046.24	\$60.00	\$1,560.00	\$43.87	\$1,140.62	\$54.25	\$1,410.50	\$12.92	\$335.92
2	140	Diatomaceous Earth Pool grade 50 LB bag	\$0.00	\$0.00	\$31.91	\$4,467.40	\$0.00	\$0.00	\$0.00	\$0.00	\$32.00	\$4,480.00	\$34.50	\$4,830.00	\$59.85	\$8,379.00	\$13.04	\$1,825.60
3	1,924	Sodium Bicarbonate Food Grade, NaHCO3 99% 50 LB bag	\$0.00	\$0.00	\$28.56	\$54,949.44	\$0.00	\$0.00	\$48.58	\$93,467.92	\$32.00	\$61,568.00	\$29.84	\$57,412.16	\$34.08	\$65,569.92	\$18.82	\$36,209.68
4	59	Cyanuric Acid 100 LB drum	\$0.00	\$0.00	\$158.10	\$9,327.90	\$0.00	\$0.00	\$0.00	\$0.00	\$190.00	\$11,210.00	\$166.44	\$9,819.96	\$139.00	\$8,201.00	\$131.00	\$7,729.00
5	12	Cyanuric Acid 50 LB drum	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$125.00	\$1,500.00	\$52.56	\$630.72	\$85.00	\$1,020.00	\$65.00	\$780.00
6	52	Muriatic Acid Food Codex Grade, Hydrochloric Acid 31.45%, CAS 7647-01 55 Gallon drum	\$0.00	\$0.00	\$192.00	\$9,984.00	\$0.00	\$0.00	\$405.93	\$21,108.36	\$0.00	\$0.00	\$253.33	\$13,173.16	\$0.00	\$0.00	\$0.00	\$0.00
7	10,390	Muriatic Acid Food Codex Grade, Hydrochloric Acid 31.45%, CAS 7647-01 1 Gallon container	\$0.00	\$0.00	\$5.05	\$52,469.50	\$0.00	\$0.00	\$7.04	\$73,145.60	\$6.59	\$68,470.10	\$6.65	\$69,093.50	\$7.90	\$82,081.00	\$4.85	\$50,391.50
8	1,715	Calcium Chloride, 77% Flake 50 LB bag	\$0.00	\$0.00	\$27.63	\$47,385.45	\$0.00	\$0.00	\$43.90	\$75,288.50	\$39.00	\$66,885.00	\$39.06	\$66,987.90	\$47.85	\$82,062.75	\$18.68	\$32,036.20
9a	52,950	Sodium Hypochlorite-Batch (Liquid Chlorine) 500 gallons minimum quantity delivered at one time	\$1.98	\$104,841.00	\$2.56	\$135,552.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.17	\$114,901.50	\$2.40	\$127,080.00	\$0.00	\$0.00	\$0.00	\$0.00
9b	98,290	Sodium Hypochlorite-Batch (Liquid Chlorine) (No minimum quantity)	\$0.00	\$0.00	\$2.56	\$251,622.40	\$0.00	\$0.00	\$0.00	\$0.00	\$2.17	\$213,289.30	\$2.40	\$235,896.00	\$0.00	\$0.00	\$0.00	\$0.00
10a	120,925	(Liquid Chlorine) 500 gallons minimum quantity delivered at one time	\$1.98	\$239,431.50	\$2.56	\$309,568.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.17	\$262,407.25	\$2.40	\$290,220.00	\$0.00	\$0.00	\$0.00	\$0.00
10b	224,575	Sodium Hypochlorite-Continuous (Liquid Chlorine) (No minimum quantity)	\$0.00	\$0.00	\$2.56	\$574,912.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.17	\$487,327.75	\$2.40	\$538,980.00	\$0.00	\$0.00	\$0.00	\$0.00
11	65	Chlorine Dry Tablet (3" Tablet) 50 LB pail	\$0.00	\$0.00	\$238.00	\$15,470.00	\$182.50	\$11,862.50	\$0.00	\$0.00	\$299.00	\$19,435.00	\$185.10	\$12,031.50	\$196.30	\$12,759.50	\$189.95	\$12,346.75
12	24	Sodium Trichloride 50 LB bag	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$279.00	\$6,696.00	\$0.00	\$0.00	\$0.00	\$0.00	\$192.50	\$4,620.00
13	44	Calcium Hypochlorite 100 LB drums	\$0.00	\$0.00	\$246.00	\$10,824.00	\$235.00	\$10,340.00	\$0.00	\$0.00	\$330.00	\$14,520.00	\$205.00	\$9,020.00	\$410.00	\$18,040.00	\$212.00	\$9,328.00
14	112	Calcium Hypochlorite 25 LB pail	\$0.00	\$0.00	\$0.00	\$0.00	\$73.75	\$8,260.00	\$206.45	\$23,122.40	\$130.00	\$14,560.00	\$92.40	\$10,348.80	\$0.00	\$0.00	\$91.36	\$10,232.32
15	4,036	Chlorine Briquettes, Pulsar Brand only, no substitutes 50 LB pail	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$178.70	\$721,233.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16	120	Potassium Peroxymonosulfate 50 LB pail	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$288.08	\$34,569.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$140.00	\$16,800.00
17	1,940	Course Rock Salt, Morton White Crystal Solar Salt, or equal 50 LB pail	\$0.00	\$0.00	\$14.28	\$27,703.20	\$0.00	\$0.00	\$0.00	\$0.00	\$11.99	\$23,260.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18	88	Tile Cleaner 1 Quart Container	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.96	\$1,404.48	\$20.00	\$1,760.00	\$0.00	\$0.00	\$21.60	\$1,900.80	\$15.13	\$1,331.44
19	50	All Clear Mustard Knock-out, or equal 2 LB Container	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.00	\$1,000.00	\$0.00	\$0.00	\$35.80	\$1,790.00	\$0.00	\$0.00
Rush Fee for Expedited Delivery within 48 hours of notice:			\$100.00/delivery		Not applicable		Not applicable		\$75.00/delivery		Not applicable		\$125.00/delivery		Not applicable		\$100.00/delivery	
Balance of Line Discount			0%		0%		0%		10-20%		0%		0%		0%		0%	

* Item No. 2 and Item No. 16, Lincoln Aquatics offered a 25 lb. pail, not 50 lb.

FINANCE & ADMIN. SERVICES DEPARTMENT
Purchasing Division
Phone: 954-572-2274



February 25, 2026

Sent Via Email: bids@allieduniversal.com

Mr. Tim Koziatek, Vice-President
Allied Universal Corp.
3901 NW 115th Ave.
Miami, FL 33178

Subject: Award– Southeast Florida Governmental Purchasing Cooperative Group
Bid Title: Swimming Pool Chemicals
Bid No. 26-13-11-HR

Dear Mr. Koziatek:

I would like to inform you that the City of Sunrise Commission awarded the above referenced bid for Swimming Pool Chemicals on February 24, 2026. The initial contract period shall be for one year, March 26, 2026 through March 25, 2027 with an option for renewal by written notification for two (2) renewals consisting of one (1) year each, providing all terms and conditions remain the same.

Please be advised that your firm was awarded the above referenced bid (multi-award) for the following items:

Sodium Hypochlorite /gallon, 500 gal	Item 9a	Bid Price 1.98/gallon
Minimum qty., Liquid Chlorine, Batch		
Sodium Hypochlorite /gallon, 500 gal	Item 10a	Bid Price 1.98/gallon
Minimum qty., Liquid Chlorine, Continuous		

Rush Fee for Expedited Delivery within 48 hours of notice: \$100.00/delivery

If you have not already done so, please submit a current Certificate of Insurance listing the City of Sunrise as additional insured for the amounts indicated in the bid document. Please send same to my attention at Purchasing Division, City of Sunrise, 10770 W. Oakland Park Blvd., Sunrise, FL 33351 or email : hraphaelson@sunrisefl.gov.

If I can be of further assistance, please do not hesitate to contact me at 954-572-2202.

Best Regards,

A handwritten signature in cursive script that reads "Holly Raphaelson".

Holly Raphaelson, MBA, C.P.M., CPPO, CPSM, NIGP-CPP, FCCM
Procurement Specialist

cc: Southeast Florida Governmental Purchasing Cooperative Group

SECTION 5 - BID SUBMISSION CHECK LIST

COMPANY NAME: (Please Print): Allied Universal Corp

Phone: 305-888-2623

Fax: _____

BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...

- ✓ 1. Carefully read the SPECIFICATIONS.
- ✓ 2. Properly fill out the BID SHEET and CERTIFICATION PAGE (Schedule "A").
- ✓ 3. Fill out and sign the NON-COLLUSION AFFIDAVIT (Schedule "B") and have it properly notarized.
- ✓ 4. Sign the VENDOR DRUG FREE STATEMENT (Schedule "C").
- ✓ 5. Fill out the VENDOR QUALIFICATION STATEMENT (Schedule "D").
- ✓ 6. Include WARRANTY INFORMATION FORM AND EXHIBITS (Schedule "E"), if required.
- ✓ 7. CHECK THE INSURANCE and LICENSE requirements to be sure you comply, and submit PROOF of INSURANCES or LICENSES, with your Bid (Schedule "F").
- ✓ 8. Complete STATEMENT OF NO BID (Schedule "G"), if applicable.
- ✓ 9. Complete Affidavit of Compliance with Foreign Entity Laws (Schedule "H"), if required.
- ✓ 10. Complete Affidavit of Compliance with Human Trafficking Laws (Schedule "I") and have it properly notarized.
- ✓ 11. Submit Electronically via Demandstar.com.
- ✓ 12. Make sure your BID is submitted prior to the deadline. Late Bids will not be accepted.

FAILURE TO PROVIDE THE REQUESTED SCHEDULES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

THIS SHOULD BE THE FIRST PAGE OF YOUR BID.

SECTION 6 – BID SUBMISSION PACKAGE**SCHEDULE "A"
CITY OF SUNRISE
BID SHEET & CERTIFICATION****ALL BIDS SHALL REMAIN VALID FOR NINETY (90) DAYS AFTER BID OPENING**

Item No.	Est. Qty.	Description	MFG/ Trade Name	Unit Cost	EXTENDED PRICE
1.	26	Soda Ash, Granular, Dosage: 1 lb per 10,000 gallons (if pH is below 7.2) 50 LB bag		no bid \$/bag	\$ _____
2.	140	Diatomaceous Earth Pool grade 50 LB bag		no bid \$/bag	\$ _____
3.	1,924	Sodium Bicarbonate Food Grade, NaHCO ₃ 99% 50 LB bag		no bid \$/bag	\$ _____
4.	59	Cyanuric Acid 100 LB drum		no bid \$/drum	\$ _____
5.	12	Cyanuric Acid 50 LB drum		no bid \$/drum	\$ _____
6.	52	Muriatic Acid Food Codex Grade, Hydrochloric Acid 31.45%, CAS 7647-01-55 Gallon drum		no bid \$/drum	\$ _____
7.	10,390	Muriatic Acid Food Codex Grade, Hydrochloric Acid 31.45%, CAS 7647-01-1 1 Gallon container		no bid \$/gallon	\$ _____
8.	1,715	Calcium Chloride 77% Flake 50 LB bag		no bid \$/bag	\$ _____
9a.	52,950	Sodium Hypochlorite- Batch (Liquid Chlorine) 500 gallons minimum quantity delivered at one time		\$1.98 \$/gallon	\$ _____
9b.	98,290	Sodium Hypochlorite- Batch (Liquid Chlorine) (No minimum quantity)		\$1.98 \$/gallon	\$ _____
10a.	120,925	Sodium Hypochlorite- Continuous (Liquid Chlorine) 500 gallons minimum quantity delivered at one time		\$1.98 \$/gallon	\$ _____

Allied Universal Corp
 Vendor Name

Tim Koziatsek
 Name of Authorized Person

Item No.	Est. Qty.	Description	MFG/ Trade Name	Unit Cost	EXTENDED PRICE
10b.	224,575	Sodium Hypochlorite- Continuous (Liquid Chlorine) (No minimum quantity)		\$1.98 \$/gallon	\$
11.	65	Chlorine Dry Tablet (3" Tablet) 50 LB pail		no bid \$/pail	\$
12.	24	Sodium Trichloride 50 LB bag		no bid \$/bag	\$
13.	44	Calcium Hypochlorite 100 LB drums		no bid \$/drum	\$
14.	112	Calcium Hypochlorite 25 LB pail		no bid \$/pail	\$
15.	4,036	Chlorine Briquettes, Pulsar Brand only, no substitutes 50 LB pail		no bid \$/pail	\$
16.	120	Potassium Peroxymonosulfate 50 LB pail		no bid \$/pail	\$
17.	1,940	Course Rock Salt, Morton White Crystal Solar Salt, or equal 50 LB pail		no bid \$/pail	\$
18.	88	Tile Cleaner 1 Quart Container		no bid \$/container	\$
19.	50	All Clear Mustard Knock-out, or equal 2 LB Container		no bid \$/container	\$

TOTAL BID OFFER (Items 1-19): \$ 983545.20

nine hundred eighty three thousand five hundred forty five
(Written Dollar Amount)

one
twenty
cents.

Allied Universal Corp

Tim Koziatek

Vendor Name

Name of Authorized Person

CONTINGENCY PRICING

**RUSH Fee for Expedited Delivery
within 48 Hours of notice.**

\$100 /delivery

Vendors to indicate the percentage (%) off the balance of line. _____%

Vendor to indicate, any drum deposit charges, if applicable: Item No. NA \$ _____

All deliveries will be made by Common Carrier ONLY. Yes _____ No X

BID TITLE: Swimming Pool Chemicals

BID NUMBER: 26-13-11-HR

SCHEDULE "A"
(Continued)

Delivery will be made within _____ calendar days after receipt of purchase order. *(To Be Completed ONLY if Bidder is unable to comply with specified delivery requirements indicated within the bid document.)*

If applicable, would you extend the prices bid herein to other municipalities? Award of bid is not contingent upon concurrence with this offer to other municipalities. Yes: _____ No: _____

ADDENDUM RECEIPT

Bidder shall acknowledge below the receipt of any and all addenda, if any, by listing the Addenda No. and date of issuance.

ADDENDUM NO: _____ /DATE _____ ADDENDUM NO: _____ /DATE _____
ADDENDUM NO: _____ /DATE _____ ADDENDUM NO: _____ /DATE _____

I, the undersigned hereby agree to furnish the items and / or services described in this Invitation for Bid. I certify that I have read the entire document, including the Specifications, Requirements, Terms & Conditions and Schedules, and agree to furnish the items and services under the requirements of the Bid.

I also certify that this Bid is submitted without prior understanding, agreement, or connection with any corporation, firm or person submitting a Request for Submittal for the same materials, services, and supplies and is in all respects fair and without collusion or fraud.

The Respondent certifies by his/her signature that the person signing this Certification is authorized to bind the firm by their signature.

Company Name: Allied Universal Corp

Address 3901 nw 115th ave

City miami State FL Zip 33178

Phone# 305-888-2623 E-Mail bids@allieduniversal.com

Signature:  Title VP of Sales

Printed Name: Tim Koziatsek

FEID or Social Security No. 59-0776285

SOCIAL SECURITY NUMBER COLLECTION DISCLOSURE STATEMENT

Please be advised that pursuant to Section 119.071(5) (a) 2.a., Florida Statutes, the City of Sunrise ("City") discloses that the City requests your social security number for the purpose of payroll eligibility verification, processing employment benefits, income reporting, tax reporting, background checks on employee applicants, advisory board applicants and other City program volunteers. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

Florida Department of State

Division of Corporations



Please print and return this page, along with your check or money order, to the Division of Corporations.

2026 Annual Report Payment Voucher

Name of Entity: ALLIED UNIVERSAL CORP.

For Office Use Only

Document Number: 183054

Tracking Number: 8596848322CC

Certificate of Status: Yes

Total Amount Due: \$158.75

- Please make check, or money order payable to: *Florida Department of State*
- Remove the check stub, if applicable
- Staple check in the top left hand corner of this voucher
- Mail to: *Division of Corporations, P.O. Box 6198, Tallahassee, FL 32314*

This voucher and check must be received and processed by the Division of Corporations or postmarked by May 1, 2026 to avoid the \$400 late fee.

The document is not considered filed until the voucher and payment have been received and processed by this office.

Daytime telephone number for possible processing questions:

****If mailing address has changed, please list below****

MAILING ADDRESS

CITY

ST

ZIPCODE

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.

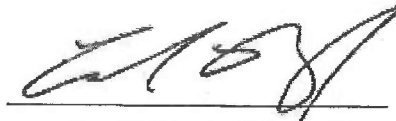
The document number of this corporation is 183054.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 15, 2025, and that 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 Fifteenth day of January, 2025*




Secretary of State

Tracking Number: 8894173573CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

000734

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY



4513280

BUSINESS NAME/LOCATION

ALLIED UNIVERSAL CORP
3901 NW 115TH AVE
DORAL FL 33178-1859

RECEIPT NO.

RENEWAL
4711819



**EXPIRES
SEPTEMBER 30, 2026**

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER

ALLIED UNIVERSAL CORP

SEC. TYPE OF BUSINESS

207 ADMIN/OFFICE/OPERATION CTR

PAYMENT RECEIVED
BY TAX COLLECTOR

\$135.00 07/14/2025
FPPD19-25-006080

Employee(s) 30



This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit mdctaxcollector.gov

001454

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY



6288

BUSINESS NAME/LOCATION
ALLIED UNIVERSAL CORP
8350 NW 93RD ST
MEDLEY FL 33166-2026

RECEIPT NO.
RENEWAL
6288



SEC. TYPE OF BUSINESS
206 MFG/RECYCLING/PROCESSING

**EXPIRES
SEPTEMBER 30, 2026**

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
ALLIED UNIVERSAL CORP

PAYMENT RECEIVED
BY TAX COLLECTOR
\$180.00 07/14/2025
FPPD19-25-006030

Employee(s) 40



This Local Business Tax Receipt only confirms payment of the Local Business Tax. This Receipt is not a license, permit, or a certification of the holder's qualifications to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.
The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit mdctaxcollector.gov



Procurement Management Department

Commission Agenda Staff Report

Date: September 15, 2026

Resolution No.: 2026-XX

To: Mayor and City Commission

From: Darvin Williams, City Manager

Prepared By: Shereece George Depusoir, Chief Procurement Officer

Agenda Title: Resolution Approving a Purchase Order Between the City and Allied Universal Corporation for Swimming Pool Chemicals in an Amount Not to Exceed \$60,000.00

Background

The NMB Parks & Recreation Department uses approximately 5,000 gallons of sodium hypochlorite per month to sanitize swimming pool water by eliminating harmful bacteria and pathogens, preventing algae growth, and oxidizing non-living contaminants. Its use is essential to maintaining proper water quality and ensuring a clean, safe, and sanitary environment for swimmers and patrons.

The Southeast Florida Cooperative Purchasing Governmental Group, a governmental cooperative purchasing organization, through its lead agency, City of Sunrise, competitively solicited and awarded a contract for Swimming Pool Chemicals to Allied Universal Corporation through March 25, 2027.

Utilizing the Southeast Florida Cooperative Purchasing Governmental Group cooperative contract, through its lead agency, City of Sunrise allows the City to procure the resurfacing improvements through a competitively solicited agreement while obtaining favorable pricing and terms in compliance with City procurement policies.

Recommendation

The Chief Procurement Officer recommends that the City Commission approve and authorize the City Manager or designee to approve the Purchase Order with Allied Universal Corporation in accordance with City procurement policies and approved budgetary appropriations.

Fiscal Impact

Requesting a Purchase Order for the allocated amount of \$60,000.00 as approved in the adopted FY27 budget appropriation.



**Consent Agenda
6.10.**

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Darvin Williams, City Manager
VIA:	
DATE:	September 24, 2026

RE: Resolution No. R2026-131 Approving a Purchase order with Fastenal Company (Sponsored by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- ☐ Resolution
- ☐ Staff Report
- ☐ Exhibit A

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER FOR FACILITIES MAINTENANCE, REPAIR AND OPERATIONS (MRO) AND INDUSTRIAL SUPPLIES THROUGH A PIGGYBACK CONTRACT WITH FASTENAL COMPANY IN AN ANNUAL AMOUNT NOT TO EXCEED \$175,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 166, *Florida Statutes* and Section 1.4 of the Charter of the City of North Miami Beach (“City”), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

WHEREAS, Section 3-2.2 of the City of North Miami Beach Code of Ordinances (“Code”) provides that the Chief Procurement Officer has the authority to join with other governmental entities in cooperative purchasing plans, when the best interests of the City would be served.

WHEREAS, NASPO ValuePoint Cooperative Purchasing Program, a governmental cooperative purchasing organization that competitively solicits and awards contracts for use by participating public agencies, with the Commonwealth of Kentucky serving as the lead agency, awarded Contract MA-758 2500000414, “*Facilities MRO and Industrial Supplies*,” to Fastenal Company (“Fastenal”), effective through August 31, 2028, with one additional two-year renewal option through August 31, 2030 (“*Piggyback Contract*”); and

WHEREAS, the NMB Water Department has identified the need to obtain Maintenance, Repair, and Operations (MRO) and Industrial supplies, including tools, fittings, pipes, and warehouse supplies, to maintain adequate inventory and support daily operations, maintenance, and repair activities; and

WHEREAS, pursuant to Section 3-3.14 of the City Code, the City Manager has the authority to approve purchases and awards up to fifty thousand dollars (\$50,000), and any expenditure above this amount need to be presented to the Mayor and City Commission for approval; and

WHEREAS, the City Manager and the Chief Procurement Officer recommend that the City Commission approve a Purchase Order through the Piggyback Contract with Fastenal Company, in an annual amount not to exceed \$175,000.00, for the purchase of Facilities MRO and Industrial Supplies for the NMB Water Department; and

WHEREAS, the Mayor and City Commission determine it is in the best interests of the City to approve a Purchase Order through the Piggyback Contract with Fastenal Company, in an annual amount not to exceed \$175,000.00, for the purchase of Facilities MRO and Industrial Supplies.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

Section 2. The Piggyback Contract with Fastenal Company, in substantially the form attached as Exhibit “A”, for an annual amount not to exceed \$175,000.00 for the purchase of Facilities MRO and Industrial Supplies, subject to budget appropriation and availability of funds, is hereby approved.

Section 3. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

Section 4. All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 7. This Resolution shall take effect immediately upon adoption.

[THE REMAINDER OF THIS INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **24th day of September 2026.**

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

(CITY SEAL)

MICHAEL JOSEPH
MAYOR

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE AND
RELIANCE OF THE CITY OF NORTH
MIAMI BEACH ONLY:

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

RESOLUTION NO. 2026-XX



**CITY COMMISSION
STAFF REPORT**

DEPARTMENT: NMB Water - Utilities Department

SUBJECT: Motion to approve and authorize a single-source procurement from Fastenal for inventory supplies that consist of Pipe & Distribution Hardware, Meter & Service Line Supplies, Tools & Equipment, and Safety & Field Supplies, in an amount not to exceed \$175,000, in accordance with Section 3-3.14 of the City's Code of Ordinances for Fiscal Year 2026-2027.

CITY MANAGER RECOMMENDATION:

It is recommended that the Mayor and City Commission approve and authorize an expenditure in an amount not to exceed \$175,000.00 under NASPO contract #MA-7582500000414 - MRO & Industrial Supplies, in accordance with Section 3-3.14 of the City's Code of Ordinances for Fiscal Year 2026-2027.

BACKGROUND OF ITEM:

NMB Water's operational inventory needs continue to expand due to increased activity across divisions **904, 908, 910, 912, and 916**. This growth requires a vendor capable of stocking, sourcing, and managing a broad scope of materials while maintaining reliable and responsive support. Fastenal has demonstrated the ability to fully accommodate our inventory needs, including warehouse storage, rapid fulfillment, and flexible distribution of essential operational supplies.

ALTERNATIVES:

Using alternative vendors would result in higher pricing, reduced inventory availability, increased lead times, and limited warehousing support. These challenges could negatively impact operational efficiency, cause delays, and hinder productivity across multiple divisions. Maintaining a reliable relationship with a local vendor capable of storing and supplying materials ensures long-term value and operational stability.

FISCAL IMPACT:

There is sufficient funding available in the Water and Sewer Utility operating Fund. To address the funding needs for this request.

<u>General Ledger Acct. Number</u>	<u>Budgeted Amount</u>	<u>Available Amount</u>	<u>Available After Budget Transfer</u>	<u>New Request Amount</u>	<u>Remaining Amount</u>
410-141501 (Inventory Acct.)	N/A	N/A		\$175,000.00	N/A

**PIGGYBACK/COOPERATIVE PURCHASE REQUEST FORM**

Requesting Department: _____
Primary Contact Name: _____
Primary Contact E-mail: _____
Secondary Contact Name: _____
Secondary Contact E-mail: _____
Department Phone: _____
Department Fax: _____

Company Name: _____
Contact Name: _____
Company Address: _____

Company Phone: _____
Company E-mail: _____
Vendor Registration #: _____

Piggyback Contract Details

Cooperative ☐ / Public Entity ☐

1. Contract Title: _____
 - a. Awarding Agency _____
 - b. Contract / Solicitation # _____
 - c. Solicitation included? Yes ☐ Awarded Letter included? Yes ☐ Proposal/Quote from Company included? Yes ☐
2. Description of the Scope of Service of This Contract: _____
3. Total Value of Contract: \$ _____
4. Account Number(s): FY _____ FY _____

Contract Verification Information

5. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product / service? Yes ☐ No ☐
6. Would this purchase(s) result in the potential of future purchases for related products/ services being restricted to a particular vendor or create a specific vendor as sole source provider for the related items? Yes ☐ No ☐
7. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes ☐ No ☐ If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).

Required Documents Checklist

Contract Explanation Memo ☐ Solicitation ☐ Award Letter/Executed Contract ☐
Proposal/Quote ☐ Renewal Letter ☐ Risk Manager Approved Insurance Certificate ☐

Grant Information (only applicable if grant related purchase)

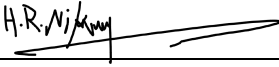
8. Provide details (expiration dates, special requirements, etc). _____
9. Will this require matching funds? Yes ☐ No ☐
10. Grant source? _____ Grant (dollar) amount? _____
11. Complete an advanced search of the vendor recommended for award on the federal governments System for Award Management at www.sam.gov. Attach a copy of the results.

Approved

Date

Form Prepared By:

Department Director:

_____

Finance Director:

Chief Procurement
Officer:

(Purchases/Contract up to \$25,000.00)

City Manager:

(Purchases/Contracts up to \$50,000.00)

Purchases/Contracts exceeding \$50,000.00 will be placed on the next Commission Agenda pending Procurement review

City Commission Meeting Date: _____

Approved Resolution No: _____

3-4.3 Use of Other Governmental Entities' Contracts

Subject to the spending limitations in Section 3-3.14 and upon a determination that the supplies, materials, equipment or contractual services needed by the City are comparable to solicitation procedures substantially equivalent to the requirements of the North Miami Beach Purchasing Code, the Purchasing Agent may procure, without following formal contract procedure, all supplies, materials, equipment and contractual services which are the subject of contracts with the State of Florida, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof; provided, however, that this section shall apply only if (i) the supplies, materials, equipment or contractual services are the subject of a price schedule negotiated by the State of Florida or the United States government, or (ii) the supplies, materials, equipment or contractual services are the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference.



TO: City Manager

VIA: Chief Procurement Officer

FROM: Hamid Nikvan
Director

Signature

Public Utilities
Title/Department
08/24/2026
Date

RE: MRO & Industrial Supplies NASPO - MA-7582500000414

Fiscal Amount not to Exceed: \$ 175,000.00 Vendor # 505798

Purpose (How does it align with City NMB Strategic Plan?):

In keeping with the City of North Miami Beach's Strategic Plan of providing a safe environment for residents and visitors to the City, as well as being fiscally responsible, a request is being made to contract Fastenal for the purchase of supplies and accessories for inventory and distribution services.

Background:

It is essential for NMB Water to have a reliable vendor from which tools, fittings, pipes, and warehouse supplies can be acquired promptly and on time to meet the team's demands for maintenance and repairs. The purchase will be used to provide MRO & Industrial supplies for warehouse inventory and daily operations.

Recommendation:

Approval.

Fiscal Impact / Account Number(s):

Fiscal Impact: \$175,000.00 / Account #s 410-141501/410915-533420/410908-533520/640/420

Finance Director: _____

Date _____

Chief Procurement Officer: _____
(Purchases/Contract up to \$25,000.00)

Date _____

City Manager: _____
(Purchases/Contracts up to \$50,000.00)

Date _____



Andy Beshear
Governor

Commonwealth of Kentucky
Finance and Administration Cabinet
Office of the Controller
Office of Procurement Services
200 Mero Street, 5th Floor
Frankfort, KY 40622
(502) 564-4510

Holly M. Johnson
Secretary

L. Joe McDaniel
Controller

Stacy Blank
Executive Director

VENDOR MASTER AGREEMENT RENEWAL

Today's Date: February 4, 2026	Agency: N/A
Buyer and Email Address: Nathan Durham nathan.durham@ky.gov	Contact: N/A
MA Number: MA-758-2500000414	Vendor: Fastenal Company
Commodity: Facilities MRO00 and Industrial Supplies NASPO (Fastenal)	Contact: Ken Lyons klyons@fastenal.com

The above referenced Master Agreement expires **August 31, 2026**. The terms of the contract allow for a **two (2) year** renewal through **August 31, 2028**, all parties (Commonwealth and Vendor) concurring, leaving **one (1) renewal option** remaining. Please indicate your concurrence or refusal and return the signed form by email to shyanne.fields@ky.gov no later than **February 18, 2026**. Vendor requests for contractual revisions, including price increases/decreases must accompany the renewal form. Failure to return the completed form by the due date may result in the forfeiture of all renewals **and the issuance of a new solicitation**. The Commonwealth cannot renew your Master Agreement after the expiration date.

- ☒ Yes, I agree to renew.
☐ No, I do not wish to renew. (Please explain why)

x 	Scott Bailey	2/10/2026	narfp@fastenal.com	507-453-8723
Signature (REQUIRED)	Print/Typed Name	Date	eMail address	Telephone Number



Effective Date:	09/01/2024	Record Date:	04/14/2026
Expiration Date:	08/31/2028	Procurement Folder:	1306457
Document Description:	Facilities MRO and Industrial Supplies NASPO (Fastenal)	Procurement Type:	Standard Goods and Services
Cited Authority:	Competitive Negotiation-Goods and Services	Version Number:	2

Extended Description:

	Document Phase	Document Description	Page 2
2500000414	Final	Facilities MRO and Industrial Supplies NASPO (Fastenal)	Total Pages: 2

See “Attachment A” for Terms and Conditions. The terms and conditions set out in “Attachment A” are incorporated into and are a part of the Contract.

Extended Description:

DocuSign Envelope ID: 1A21D9DB-E502-41CC-AD3A-860FA4D1AB93			
	Document Phase	Document Description	Page 2
2500000414	Draft	Facilities MRO and Industrial Supplies NASPO (Fastenal)	Total Pages: 2

See “Attachment A” for Terms and Conditions. The terms and conditions set out in “Attachment A” are incorporated into and are a part of the Contract.

Master Agreement Number MA 758 2500000414
for
FACILITIES MRO AND INDUSTRIAL SUPPLIES
between
the State of Kentucky
and
Fastenal Company

This Master Agreement is entered into by the State of Kentucky ("Lead State") and the following contractor (each a "Party" and collectively the "Parties") as a result of Solicitation Number RFP 758 2400000228 (the "RFP") for the purpose of providing Facilities MRO and Industrial Supplies through the NASPO ValuePoint cooperative purchasing program:

Fastenal Company ("Contractor")
2001 Theurer Blvd.
Winona, Mn. 55987

MASTER AGREEMENT CONTACTS.

Contractor's contact for this Master Agreement is:

Zach Wise
Government Sales Manager
govsales@fastenal.com
507-313-7206

Lead State's contact for this Master Agreement is:

Daniel Salvato, CPPB, NIGP-CPP, KCPM
Office of Procurement Services
200 Mero Street, 5th Floor
Frankfort, KY 40622
(502) 564-5862
daniel.salvato@ky.gov

TERM. This Master Agreement is effective as of the date of September 1, 2024, and will terminate on August 31, 2026 unless terminated sooner or extended or renewed in accordance with the terms set forth herein. Renewals totaling up to four years following the initial term may be exercised upon mutual agreement by the Parties.

ATTACHMENTS. This Master Agreement includes the following attachments:

Attachment A: Master Agreement Terms and Conditions
Exhibit 1: Description of Goods and/or Services and Discount Percentages
Exhibit 2: Environmentally Preferred Products
Exhibit 3: NASPO ValuePoint Sales Data Report Form

SIGNATURE. The undersigned for each Party represents and warrants that this Master Agreement is a valid and legal agreement binding on the Party and enforceable in accordance with the Master Agreement's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Master Agreement and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement.

CONTRACTOR:

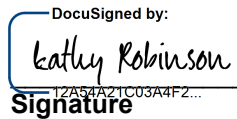

Signature

8/28/2024

Date

William Dratzkowski, Executive Vice President
Printed Name and Title

LEAD STATE:

DocuSigned by:

Signature

8/30/2024

Date

Kathy Robinson, Executive Director
Printed Name and Title

Attachment A



MASTER AGREEMENT TERMS AND CONDITIONS

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 **Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

- 1.8 Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.9 Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.10 Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.13 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for two years. The term of this Master Agreement may be amended beyond the initial term for four additional years (two renewals for two years each) at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in

the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

3.1 Order. Any Order placed under this Master Agreement will consist of the following documents:

- 3.1.1** A Participating Entity's Participating Addendum ("PA");
- 3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
- 3.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
- 3.1.4** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
- 3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

3.2 Conflict. These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

3.3 Participating Addenda. Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. The term of a Participating Addendum will not exceed the term of this Master Agreement, except when a Participating Entity determines an extension of its Participating Addendum is necessary to avoid a lapse in contract coverage and is permitted by law.

IV. Participants and Scope

4.1 Requirement for a Participating Addendum. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

4.2 Applicability of Master Agreement. NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a

Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.

4.3 Obligated Entities. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

4.4 Notice of Participating Addendum. Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspo.valuepoint.org to support documentation of participation and posting in appropriate databases.

4.5 Participating Entities.

4.5.1 If not proscribed by law or by the Chief Procurement Official of the state in which the entity is located, an entity may be eligible to execute a Participating Addendum directly with Contractor. Such entities may include:

4.5.1.1 Political subdivisions, public agencies, and service districts;

4.5.1.2 Public and private educational institutions, including K-12 public, charter, and private schools; institutions of higher education; and trade schools;

4.5.1.3 Federally recognized tribes;

4.5.1.4 Quasi-governmental entities; and

4.5.1.5 Eligible non-profit organizations.

4.5.2 Prior to execution of a Participating Addendum with an entity listed above, Contractor shall coordinate with NASPO to confirm the entity's eligibility to execute a Participating Addendum. A determination that an entity is eligible to execute a Participating Addendum is not a determination that procurement authority exists;

each entity must ensure it has the requisite procurement authority to execute a Participating Addendum.

4.6 Prohibition on Resale. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

4.7 Individual Customers. Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

4.8 Release of Information. Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

4.9 No Representations. The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

5.1 Applicability. NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

5.3.2 Summary Sales Data. “Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

5.3.3 Detailed Sales Data. “Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

5.3.4 Sales Data Crosswalks. Intentionally omitted.

5.3.5 Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor’s contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will

include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

5.5 NASPO ValuePoint eMarketPlace

5.5.1 The NASPO ValuePoint cooperative provides an eMarketPlace for public entities to access a central online platform to view and/or purchase the goods, services, and solutions available from NASPO ValuePoint's cooperative Master Agreements. This eMarketPlace is provided by NASPO at no additional cost to the Contractor or public entities. Its purpose is to facilitate the connection of public entities with Contractors who meet the requisite needs for a good, service, or solution by that entity through a NASPO ValuePoint Master Agreement.

5.5.2 Contractor shall cooperate in good faith with NASPO, and any third party acting as an agent on behalf of NASPO, to integrate Contractor's industry presence by either an electronic hosted catalog, punchout site, or providing eQuotes through the NASPO eMarketPlace, per the Implementation Timeline as further described below.

5.5.3 Regardless of how Contractor's presence is reflected in the eMarketPlace (*i.e.*, hosted catalog, punchout site, or eQuote),

Contractor's listed offerings must be strictly limited to Contractor's awarded contract offerings through the NASPO award. Products and/or services not authorized through the resulting NASPO cooperative contract should not be viewable by NASPO ValuePoint eMarketPlace users. Furthermore, products and/or services not authorized through a Participating Addendum should not be viewable by NASPO ValuePoint eMarketPlace users utilizing that Participating Addendum. The accuracy of Contractor's offerings through the eMarketPlace must be maintained by Contractor throughout the duration of the Master Agreement.

5.5.4 Contractor agrees that NASPO controls which Master Agreements appear in the eMarketPlace and that NASPO may elect at any time to remove any of Contractor's offerings from the eMarketPlace.

5.5.5 Contractor is solely responsible for the accuracy, quality, and legality of Contractor's Content on the eMarketPlace. "Content" means all information that is generated, submitted, or maintained by Contractor or otherwise made available by Contractor on the eMarketPlace, including Contractor catalogs. Contractor's Content shall comply with and accurately reflect the terms and pricing of this Master Agreement.

5.5.6 Contractor's use of the eMarketPlace shall comply with the eMarketPlace's Terms of Use.

5.5.7 Contractor is solely responsible for the security and accuracy of transactions facilitated through the eMarketPlace, including the assessment, collection, and remittance of any sales tax.

5.5.8 Lead State reserves the right to approve all pricing, catalogs, and information on the eMarketPlace. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices required by the Master Agreement.

5.5.9 NASPO Participating Entities may have their own procurement system, separate from the NASPO eMarketPlace, that enables the use of certain NASPO Master Agreements. In the event one of these entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarketPlace) but publish to their own eMarketPlace, Contractor agrees to work in good faith with the entity and NASPO to implement the catalog.

5.5.10 In the event a Participating Entity has entity-specific catalog requirements set forth in its Participating Addendum (e.g., entity-

specific pricing, restrictions in the scope of offerings, etc.), Contractor shall ensure its eMarketPlace Content for that Participating Entity accurately reflects and is compliant with these requirements.

5.5.11 Implementation Timeline: Following the execution of Contractor's Master Agreement, NASPO will provide a written request to Contractor to begin the onboarding process into the eMarketPlace. Contractor shall have fifteen (15) days from receipt of written request to work with NASPO to set up an enablement schedule, at which time the technical documentation for onboarding shall be provided to Contractor. The schedule will include future calls and milestone dates related to test and go live dates.

5.5.11.1 Contractor's NASPO eMarketPlace account with eQuoting functionality shall minimally be established within thirty (30) days following the written request.

5.5.11.2 Contractor shall deliver either a (1) hosted catalog or (2) punchout site, pursuant to the mutually agreed upon enablement schedule.

5.5.11.3 NASPO will work with Contractor to decide which structures between hosted catalog, punchout site, and/or eQuoting as further described below will be provided by Contractor.

5.5.11.3.1 Hosted Catalog. By providing a hosted catalog, Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to NASPO, such as a tab delimited text file. Contractor is solely responsible for ensuring the most up-to-date versions of its product/service offerings approved by the Lead State under this Master Agreement are reflected in the eMarketPlace.

5.5.11.3.2 Punchout Site. By providing a punchout site, Contractor is providing its own online catalog, which must be capable of being integrated with the eMarketPlace as a Standard punchout via Commerce eXtensible Markup Language (cXML). Contractor shall validate that its online catalog is up-to-date. The site must also return detailed UNSPSC codes for each line item.

5.5.11.3.3eQuoting. NASPO will work with Contractor to set up participation and use to provide eQuotes through the NASPO eMarketPlace. This requirement would be in addition to any requirement to provide a hosted catalog or punchout site.

5.5.12 Hosted catalogs and punchout sites will provide all of the eMarketPlace standard data elements/information including, but not limited to, the following:

- 5.5.12.1** The most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with this Master Agreement;
- 5.5.12.2** A Lead State contract identification number for this Master Agreement;
- 5.5.12.3** Detailed product line item descriptions;
- 5.5.12.4** Pictures illustrating products, services, or solutions where practicable; and
- 5.5.12.5** Any additional NASPO, Lead State, or Participating Addendum requirements.

5.6 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

5.7 Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest

Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

5.8 Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

6.1 Pricing. The discount percentages contained in this Master Agreement or offered under this Master Agreement represent the minimum discount to any Purchasing Entity.

6.1.1 All discount percentages must be guaranteed for the term of the Master Agreement.

6.1.2 Pricing shall be held static, or reduced, from order through delivery. No pricing increases between order and delivery shall be accepted.

6.1.3 Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State and Contractor.

6.1.4 No retroactive adjustments to prices or rates will be allowed.

6.2 Payment. Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

6.3 Leasing or Alternative Financing Methods. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

7.1 Order Numbers. Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

7.2 Quotes. Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

7.3 Applicable Rules. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

7.4 Required Documentation. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

7.5 Term of Purchase. Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

7.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.

7.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

7.5.3 Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

7.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration

or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

7.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

7.6 Order Form Requirements. All Orders pursuant to this Master Agreement, at a minimum, must include:

7.6.1 The services or supplies being delivered;

7.6.2 A shipping address and other delivery requirements, if any;

7.6.3 A billing address;

7.6.4 Purchasing Entity contact information;

7.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;

7.6.6 A not-to-exceed total for the products or services being ordered; and

7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

7.7 Communication. All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

7.8 Contract Provisions for Orders Utilizing Federal Funds. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

8.1 Shipping Terms. All deliveries, except as noted below, will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.

8.1.1 Additional shipping charges for oversized or overweight items that require special shipping are allowed but must be identified as part of the ordering process.

8.1.2 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.

8.2 Minimum Shipping. The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.

8.3 Inside Deliveries. To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

8.4 Packaging. All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

9.1 Laws and Regulations. Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

9.2 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

9.3 Inspection. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

9.3.1 Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use.

9.3.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

9.4 Failure to Conform. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

9.5 Acceptance Testing. Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

9.5.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.

9.5.2 If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

9.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity

may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.5.4 Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

9.5.5 No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

10.1 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.

10.2 Warranty. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.

10.3 Breach of Warranty. Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.

10.4 Rights Reserved. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

10.5 Warranty Period Start Date. The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

11.1 Conveyance of Title. Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.

11.2 Embedded Software. Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

11.3 License of Pre-Existing Intellectual Property. Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

12.1 General Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

12.2.1 The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

12.2.1.2 specified by the Contractor to work with the Product;

12.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available

product, system or method capable of performing the same function; or

12.2.1.4 reasonably expected to be used in combination with the Product.

12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

12.2.4 Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

13.1 Term. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.

13.2 Class. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a

Participating Entity's option, result in termination of its Participating Addendum.

13.3 Coverage. Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

13.3.1 Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;

13.3.2 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

13.4 Notice of Cancellation. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

13.5 Notice of Endorsement. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

13.6 Participating Entities. Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.

13.7 Furnishing of Certificates. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

13.8 Disclaimer. Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- 14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

- 14.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire

information that is confidential to Purchasing Entity or Purchasing Entity's clients.

- 14.2.1.1** Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").
- 14.2.1.2** Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.
- 14.2.1.3** Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

- 14.2.2.1** Contractor shall advise each of its employees and agents of their obligations to keep Confidential

Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 Injunctive Relief. Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 Purchasing Entity Law. These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 NASPO ValuePoint. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.3.3 The contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The Contractor shall be solely responsible for performance of the entire contract whether or not subcontractors are used. The Lead State shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor. All references to the contractor shall be construed to encompass both the contractor and any subcontractors of the contractor.

14.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better

education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 Independent Contractor. Contractor is an independent contractor.

Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

14.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

14.8.1.1 Nonperformance of contractual requirements;

14.8.1.2 A material breach of any term or condition of this Master Agreement;

14.8.1.3 Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;

14.8.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar

officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

14.8.1.5 Any default specified in another section of this Master Agreement.

14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

14.8.3.1 Any remedy provided by law;

14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

14.8.3.3 Assessment of liquidated damages as provided in this Master Agreement;

14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations;

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default

as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and

immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

- 14.12.1** The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.
- 14.12.2** Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.
- 14.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

14.14 Survivability. Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not

limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

14.15 Discrimination. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

14.15.1 The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

14.15.2 The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

14.15.3 The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for

employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

- 14.15.4** The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 14.15.5** The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 14.15.6** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
- 14.15.7** The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

14.16 Accessibility. Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

XV. Protest

Pursuant to KRS 45A.285, the Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective offerors in connection with the solicitations or selection for award of a contract.

Any actual or prospective offeror or contractor, who is aggrieved in connection with solicitation or selection for award of a contract, may file a protest with the Secretary of the Finance and Administration Cabinet. A protest or notice of other controversy must be filed promptly and in any event within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed and mailed to:

**Holly M. Johnson, Secretary
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
200 MERO STREET, 5TH FLOOR
FRANKFORT, KY 40622**

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

Exhibit 1

Description of Goods and/or Services, Prices, and Discount Percentages

SERVICES AND GOODS AVAILABLE UNDER THIS MASTER AGREEMENT

Contractor has been awarded all products and services in the awarded categories below.

Category	Minimum Discount Percentage
1. Janitorial Supplies, Equipment, and Sanitation Cleaning Chemicals	45%
2. Fasteners	60%
3. Material Handling	35%
4. Plumbing Equipment	45%
5. Power Sources	40%
6. Landscaping and Outdoor Supplies and Equipment	35%
7. Lamps, Lighting, Ballasts, and Equipment	40%
8. Heating, Ventilation, Air Conditioning (HVAC)	35%
9. Hand Tools	40%
10. Power Tools	30%
11. Electrical Supplies and Equipment	45%
12. Paint and Related Supplies	40%
13. Security	40%
14. Safety	40%
15. Other	28%

Products and Services are available to Authorized Purchasers.

Addition or Deletion of Items or Services. The Lead State reserves the right to add new and similar items, by issuing a contract modification, to this contract with the consent of the Contractor. Until such time as the Contractor receives a modification, the Contractor shall not accept delivery orders from any Participating Entity referencing such items or services.

Return Policy:

Product can be returned for up to one (1) year from date of invoice if product is in its original packaging, unused, unexpired, undamaged, and in resalable condition, except as noted below.

Proof of Purchase is required in all instances. Fastenal's motto is Growth Through Customer Service, and in practice the final decision on returns that do not meet our

stated policy is up to the local servicing branch.

Fastenal allows returns for any reason up to 30 days from date of invoice unless otherwise noted. Any returns for shipping errors, damage or loss upon delivery must be reported within 10 days of the delivery date. All returns should be made to a Fastenal branch or as otherwise designated by Fastenal, must be in resalable condition and be accompanied with proof of purchase.

Products sold on a "Final Sale" basis as defined below cannot be returned. "Sourced Product" (defined below) is subject to the manufacturer's return policy and may not be returnable. Some product returns may be denied or made subject to restocking fees and other charges by Fastenal.

FINAL SALE ITEMS. Items sold on a "Final Sale" basis include: (i) custom or sourced items; (ii) special-order items; (iii) emergency response items; (iv) items marked in quotations or invoices as "Non-Cancellable" or "Non-Returnable"; and (v) any other items that Fastenal may designate as a "Final Sale" from time to time.

STATE OF EMERGENCY: During a State of Emergency (such as a hurricane), some items may be noncancelable, non-refundable, and non-returnable. Purchasing Entities will be notified of these non-returnable items at the time of purchase.

SOURCED ITEMS. Sourced items as defined (Sourced product are products which are not currently listed in Fastenal's contract catalog or on-line ordering system but are able to be supplied by Fastenal. Fastenal's sourcing model is a service that we offer to customers to source products. The local Fastenal branch manages the sourcing, procurement, delivery, and, if required, the inventory management of the sourced product as part of a Fastenal vendor managed inventory solution. Fastenal's sourced products are a direct line extension of the product offering consisting of thousands of vendors with whom we have developed a publicly recognized business relationship around promoting and developing the brands representative of the vendor. Price quotes and freight for these sourced products are based on current market conditions and are negotiated locally on a per-order basis and approved by the Participating Entity) which are ordered and delivered to the Purchasing Entity may be non-returnable and non-refundable. Sourced Items that have been ordered by the Purchasing Entity and are non-cancelable by the manufacturer, Purchasing Entity must accept and pay for the delivered quantities, excluding non-conforming items.

Exhibit 2

Environmentally Preferred Products

1.1 Description of Goods and/or Services, Prices and Discount Percentages or Environmentally Preferred Products (if applicable).

1.2 Terms and Conditions for Environmentally Preferred

Products Accurate Labeling of Environmentally

Preferable Products (EPPs)

Offeror must certify in writing that all claims made about the environmental attributes of the products they are offering are consistent with the Federal Trade Commission's (FTC's) *Guidelines for the Use of Environmental Marketing Terms*. In addition, Offerors may be required to provide documentation, at the request of the Purchasing Entity that the products they are offering meet the Environmental Specifications for this contract.

Over the life of the Master Agreement if awarded, the Offeror must label the environmental attributes of all environmentally preferable products (EPPs) per the Environmental Specifications below in any catalogs, marketing materials, price lists, and online ordering portal associated with this contract. Upon request of the Purchasing Entity, the Offeror if awarded, must provide documentation that each EPP has the required third-party certification(s), minimum amount of recycled content, or other environmental attributes listed in the Environmental Specifications.

The Purchasing Entity reserves the right to require the Offeror if awarded, to remove any environmental claims that are false, vague, misleading or unsubstantiated in catalogs, price sheets, websites or other marketing materials that are provided to the Purchasing Entity under a Master Agreement or Participating Addendum, if awarded.

1.2.2 EPP Sales Reports

The Purchasing Entity reserves the right to request from the Vendor quarterly sales data over the life of this contract. This information must include details about the environmental attributes of the EPPs sold on this contract consistent with the Environmental Specifications. To facilitate consistent reporting on this contract, the Vendor may be required to submit its sales report using the Purchasing Entity's Green Sales Report Template.

Training. Over the life of the contract, the Vendor at a minimum must offer educational/marketing materials and at least one training that can be accessed by contract users explaining its EPP labeling and reporting practices.

Enforcement. The Purchasing Entity may consider failure to comply with the Environmental Specifications for this contract as well as the EPP labeling, reporting, and training requirements described above to be grounds for termination of this contract.

Exhibit 3

NASPO ValuePoint Detailed Sales Data Report Form

Field Name	Field Description
VENDOR	The awarded Contractor's name
VENDOR CONTRACT NUMBER	Lead State assigned contract number (using Lead State's numbering protocol)
STATE	State postal abbreviation code (Alaska = AK, Missouri = MO, etc.)
CUSTOMER TYPE (SEGMENT)	State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable segments. [determined by industrial practice for each contract - uniform for each contract]
BILL TO NAME	Customer (agency) Bill to name
BILL TO ADDRESS	Customer (agency) Bill to address
BILL TO CITY	Customer (agency) Bill to city
BILL TO ZIPCODE	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]
SHIP TO NAME	Customer (agency) Ship to name
SHIP TO ADDRESS	Customer (agency) Ship to address
SHIP TO CITY	Customer (agency) Ship to city
SHIP TO ZIPCODE	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]
ORDER NUMBER	Vendor assigned order number
CUSTOMER PO NUMBER	Customer provided Purchase Order Number
CUSTOMER NUMBER	Vendor assigned account number for the purchasing entity
ORDER TYPE	Sales order, Credit/Return, Upgrade/Downgrade, etc. [determined by industrial practice for each contract - uniform for each contract]
PO DATE (ORDER DATE)	(mm/dd/ccyy)
SHIP DATE	(mm/dd/ccyy)
INVOICE DATE	(mm/dd/ccyy)
INVOICE NUMBER	Vendor assigned Invoice Number
PRODUCT NUMBER	Product number of purchased product
PRODUCT DESCRIPTION	Product description of purchased product
UNSPSC	Commodity-level code based on UNSPSC code rules (8 Digits)
CATEGORY	Product Category
LIST PRICE/MSRP/CATALOG PRICE	List Price - US Currency (\$99999.999) [determined by industrial practice for each contract - uniform for each contract]
QUANTITY	Quantity Invoiced (99999.999)
TOTAL PRICE	Extended Price (unit price multiplied by the quantity invoiced) - US Currency (\$999999999.99)
VAR/Reseller/Distributor	If a VAR/Reseller/Distributor, name of VAR/Reseller/Distributor and state where located
Energy Star Compliant	Yes = 1 No = 2 Energy Star Does not Apply = 0
Optional	More information



**Consent Agenda
6.11.**

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Darvin Williams, City Manager
VIA:	
DATE:	September 24, 2026

RE: Resolution No. R2026-132 Approving a Purchase order with Condo Electric (Sponsored by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- ☐ Resolution
- ☐ Staff Report
- ☐ Exhibit A

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER FOR ELECTRIC MOTOR AND PUMP REPAIR SERVICES THROUGH A PIGGYBACK CONTRACT WITH CONDO ELECTRIC MOTOR REPAIR CORP IN AN ANNUAL AMOUNT NOT TO EXCEED \$225,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 166, *Florida Statutes* and Section 1.4 of the Charter of the City of North Miami Beach (“City”), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

WHEREAS, Section 3-2.2 of the City of North Miami Beach Code of Ordinances (“Code”) provides that the Chief Procurement Officer has the authority to join with other governmental entities in cooperative purchasing plans, when the best interests of the City would be served.

WHEREAS, City of Plantation awarded Contract RFSP No. 027-26, “*Electric Motor and Pump Repair – Term Contract*,” to Condo Electric Motor Repair Corp (“Condo”), effective August 8, 2026, through August 9, 2028, with two additional one-year renewal terms through August 9, 2030 (“*Piggyback Contract*”); and

WHEREAS, the NMB Water Department requires ongoing electric motor and pump repair services to support the reliable operation of its water treatment processes and continued provision of water services to customers, including the repair, modification, replacement, and maintenance of electric motors, pumps, valves, mixers, piping, gauges, belts, and related equipment; and

WHEREAS, pursuant to Section 3-3.14 of the City Code, the City Manager has the authority to approve purchases and awards up to fifty thousand dollars (\$50,000), and any expenditure above this amount need to be presented to the Mayor and City Commission for approval; and

WHEREAS, the City Manager and the Chief Procurement Officer recommend that the City Commission approve a Purchase Order through the Piggyback Contract with Condo, in an annual amount not to exceed \$225,000.00, for the purchase of Electric Motor and Pump Repair Services for the NMB Water Department; and

WHEREAS, the Mayor and City Commission determine it is in the best interests of the City to approve a Purchase Order through the Piggyback Contract with Condo, in an annual amount not to exceed \$225,000.00, for the purchase of Electric Motor and Pump Repair Services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

Section 2. The Piggyback Contract with Condo Electric Corp., in substantially the form attached as Exhibit "A", for an annual amount not to exceed \$225,000.00 for the purchase of Electric Motor and Pump Repair Services, subject to budget appropriation and availability of funds, is hereby approved.

Section 3. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

Section 4. All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 7. This Resolution shall take effect immediately upon adoption.

[THE REMAINDER OF THIS INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **24th day of September 2026.**

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

(CITY SEAL)

MICHAEL JOSEPH
MAYOR

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE AND
RELIANCE OF THE CITY OF NORTH
MIAMI BEACH ONLY:

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

RESOLUTION NO. 2026-XX



25AUG26

**CITY COMMISSION
STAFF REPORT**

DEPARTMENT:

NMB Water

SUBJECT:

Motion to approve and authorize a cooperative (piggyback) purchase from Condo Electric Motor Repair Corp for electric motor and pump repair services, in an amount not to exceed \$225,000.00 annually, utilizing City of Plantation RFSP No. 027-26 (Electric Motor and Pump Repair - Term Contract), to replace expired Contract No. PB03022 (Plantation solicitation 030-22), in accordance with the City's Code of Ordinances, Section 3-4.3.

BACKGROUND OF ITEM:

NMB Water owns specialty electric motors and pumps ranging from 10 HP to 450 HP. Repair, modification, and replacement of those assets is a standing maintenance need at the Norwood Water Treatment Plant and cannot be performed in-house.

The City previously piggybacked City of Plantation Request for Sealed Proposals No. 030-22 under NMB Contract PB03022. This is submitted so the City can continue the same service under Plantation's successor award, RFSP No. 027-26, which Plantation awarded to Condo Electric Motor Repair Corp (Vendor #230160) on July 29, 2026, for an initial term of August 10, 2026 through August 9, 2028 (two one-year renewals).

ANALYSIS:

Procuring through City of Plantation RFSP 027-26 under Code Section 3-4.3 preserves competitively bid unit prices (rewind/recondition schedule, labor rates, and Vaughan's discounts) and avoids a gap in motor and pump repair after PB03022 expired. The requested annual not-to-exceed amount is \$225,000.00 annually, the same Commission-authorized annual allocation already in effect under R2022-158 and R2023-33.

This request is a contract-vehicle replacement, not a new scope. Plantation RFSP 027-26 is a term contract with published motor/pump unit prices and labor rates. No independent quote package is required beyond the Plantation award documents. A vendor performance survey (25AUG26) supports continuing with Condo Electric.



25AUG26

FISCAL IMPACT:

Annual amount not to exceed: \$225,000.00, funded from account 410904-533460 (Repairs and Maintenance) for Fiscal Year 2026, continuing at the current Commission-authorized annual allocation.

Account Number	Budgeted Amount	Available Amount	New Request Amount	Remaining Amount
410904-533460	\$225,000.00	\$	\$225,000.00	\$

ALTERNATIVES:

The City may conduct an independent competitive solicitation for motor and pump repair; however, that would delay work already in Condo Electric's shop (including authorized pump rebuilds and manhole covers) and leave the plant without a contract after PB03022 expired. Reducing the annual amount below \$225,000.00 would not cover the current Norwood PO plus work already authorized.

RECOMMENDATION:

Staff recommends that the City Commission approve and authorize a cooperative (piggyback) purchase from Condo Electric Motor Repair Corp (Vendor #230160) for electric motor and pump repair services, in an amount not to exceed \$225,000.00 annually, utilizing City of Plantation RFSP No. 027-26, funded from account 410904-533460 (Repairs and Maintenance), to replace expired Contract PB03022.

ATTACHMENTS:

Piggyback / Cooperative Purchase Request Form and Procurement Explanation Memo (25AUG26)

Vendor Performance Survey (25AUG26); City of Plantation RFSP 027-26 Award Cover Sheet and Executed Agreement; Resolutions R2022-158 and R2023-33;



PROCUREMENT MANAGEMENT DEPARTMENT
PIGGYBACK/COOPERATIVE PURCHASE REQUEST FORM

Requesting Department: NMB Water
 Primary Contact Name: Jesse Emo
 Primary Contact E-mail: jesse.emo@citynmb.com
 Secondary Contact Name: Alejandro Martinez
 Secondary Contact E-mail: alejandro.martinez@citynmb.com
 Department Phone: 305-948-2967
 Department Fax: _____

Company Name: Condo Electric Motor Repair
 Contact Name: Hector Gomez
 Company Address: 3615 East 10th Court
Hialeah, FL 33013
 Company Phone: 305-691-5400
 Company E-mail: 305-691-6564
 Vendor Registration #: 230160

Piggyback Contract Details

Cooperative ☐ / Public Entity ☒

1. Contract Title: RFSP No. 027-26 - Electric Motor Pump and Repair
 - a. Awarding Agency City of Plantation b. Contract / Solicitation # RFSP No. 027-26
 - c. Solicitation included? Yes ☐ Awarded Letter included? Yes ☒ Proposal/Quote from Company included? Yes ☐
2. Description of the Scope of Service of This Contract: Repair, Modification and Repair of various types of electric motors and pumps
3. Total Value of Contract: \$ 225,000.00 annually
4. Account Number(s): FY 27 410904-533460 FY 28 410904-533460

Contract Verification Information

5. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product / service? Yes ☐ No ☐
6. Would this purchase(s) result in the potential of future purchases for related products/ services being restricted to a particular vendor or create a specific vendor as sole source provider for the related items? Yes ☐ No ☐
7. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes ☐ No ☐ If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).

Required Documents Checklist

Contract Explanation Memo ☒ Solicitation ☐ Award Letter/Executed Contract ☒
 Proposal/Quote ☐ Renewal Letter ☐ Risk Manager Approved Insurance Certificate ☐

Grant Information (only applicable if grant related purchase)

8. Provide details (expiration dates, special requirements, etc). _____
9. Will this require matching funds? Yes ☐ No ☐
10. Grant source? _____ Grant (dollar) amount? _____
11. Complete an advanced search of the vendor recommended for award on the federal governments System for Award Management at www.sam.gov. Attach a copy of the results.



TO: City Manager

VIA: Chief Procurement Officer

FROM: Hamid Nikvan
DirectorDirector/Public Utilities

Title/Department

08/25/2026

Date

Signature

RE: RFSP No. 027-26 - Electric Motor Pump and Repair

Fiscal Amount not to Exceed: \$ 225,000.00 annuallyVendor # 230160**Purpose (How does it align with City NMB Strategic Plan?):**

In keeping with the city of North Miami Beach's Strategic Plan Mission of providing a safe environment for residents and visitor, and being fiscally responsible, a request is being made to obtain a service contract with Condo Electric. This contract will ensure continued performance and reliability of specialty motors and pumps throughout NMB Water and therefore increasing our utility's reliability by ensuring there is no disruption of water service.

Background:

NMB Water owns a large number of specialty motors and pumps ranging in size from 10HP to 450 HP. These assets represent a significant monetary value to our utility, as well as a great value in the work they perform. The proper, and continued service, repairs, and replacement of specialty motors and pumps throughout NMB Water is a large part of the daily maintenance efforts in the utility. Condo Electric has been our partner in maintenance of these assets for many years, and it is in our best interest to continue this partnership, given their extensive knowledge of the assets and proven maintenance history.

Recommendation:

Approval.

Fiscal Impact / Account Number(s):

Fiscal Imapct: \$225,000.00 Annually / Account Number: 410904-533460

Finance Director: _____

Date _____

Chief Procurement Officer: _____
(Purchases/Contract up to \$25,000.00)

Date _____

City Manager: _____
(Purchases/Contracts up to \$50,000.00)

Date _____

Approved

Date

Form Prepared By: _____

Department Director: H.R. Nijh... _____

Finance Director: _____

Chief Procurement Officer: _____
(Purchases/Contract up to \$25,000.00)

City Manager: _____
(Purchases/Contracts up to \$50,000.00)

Purchases/Contracts exceeding \$50,000.00 will be placed on the next Commission Agenda pending Procurement review

City Commission Meeting Date: _____	Approved Resolution No: _____
-------------------------------------	-------------------------------

3-4.3 Use of Other Governmental Entities' Contracts

Subject to the spending limitations in Section 3-3.14 and upon a determination that the supplies, materials, equipment or contractual services needed by the City are comparable to solicitation procedures substantially equivalent to the requirements of the North Miami Beach Purchasing Code, the Purchasing Agent may procure, without following formal contract procedure, all supplies, materials, equipment and contractual services which are the subject of contracts with the State of Florida, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof; provided, however, that this section shall apply only if (i) the supplies, materials, equipment or contractual services are the subject of a price schedule negotiated by the State of Florida or the United States government, or (ii) the supplies, materials, equipment or contractual services are the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference.



City of Plantation, Procurement Department

AGREEMENT AWARD COVER SHEET

This document must be included with any purchase order/requisition request, and be included with any invoice being submitted for payment.

Agreement (BID) No.: RFSP No. 027-26

Description/Title: Electric Motor and Pump Repair – Term Contract

Initial Agreement Term: _____ Start Date: 8/10/2026 End Date: 8/9/2028

No. of Renewal Terms of the Agreement: 2 Time Period of Renewal: 1 year

Amendment No. _____ Start Date: _____ End Date: _____

Amendment No. _____ Start Date: _____ End Date: _____

Amendment No. _____ Start Date: _____ End Date: _____

Amendment No. _____ Start Date: _____ End Date: _____

Amendment Note(s):

SECTION #1

CONTRACTOR/VENDOR/FIRM AWARD

Contractor/Firm Name: Condo Electric Motor Repair Corp
Contractor/Firm Address: 3515 E 10th CT, Hialeah, FL 33013
Contact: Hector Gomez, President/Director
Phone: 305-691-5400
Email Address: Condoel@condoelectric.com
Website (if any): _____

SECTION #2

AWARD/BACKGROUND INFORMATION

City Council Approval Date: July 29, 2026 Consent Agenda No.: 3
Insurance Required: Yes ☐ No ☐
Public Construction Bond Required: Yes ☐ No ☒

SECTION #3

AGREEMENT COST(S), FEE(S), RATE(S)

SEE ATTACHED DOCUMENTATION

BID/PROPOSAL FORM

**RFSP NO. 027-26
ELECTRIC MOTOR AND PUMP REPAIR**

By signing this Proposal, the Proposer agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned Proposer that the signing and delivery of the bid represents the Proposer's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the Proposal by the City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-proposal conference, if applicable to this Proposal, examined all documents within this bid for the above-titled project, and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Proposer, in submitting this Proposal, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Proposer and the City:

COMPANY NAME: CONDO ELECTRIC MOTOR REPAIR CORP

<u>SECTION I. MOTOR PRICES</u>						
<u>Item No.</u>	<u>Motor</u>	<u>Voltage</u>	<u>Frame</u>	<u>RPM</u>	<u>Quantity</u>	<u>Unit Cost</u>
1	15 HP submersible pump stator only-rewind	230		1750	1 Each	\$ <u>581.84</u>
2	20 HP submersible pump stator only-rewind	230		1750	1 Each	\$ <u>595.28</u>
3	25 HP submersible pump stator only-rewind	460		1750	1 Each	\$ <u>678.44</u>
4	30 HP submersible pump stator only-rewind	460		1750	1 Each	\$ <u>782.60</u>
5	40 HP submersible pump stator only-rewind	460		1750	1 Each	\$ <u>945.00</u>
6	40 HP – rewind	460	405VP	1800	1 Each	\$ <u>1396.15</u>
7	40 Hp – recondition	460	405VP	1800	1 Each	\$ <u>1224.65</u>
8	50 HP – recondition	460	326T	1770	1 Each	\$ <u>593.88</u>
9	50 HP – rewind	460	326T	1770	1 Each	\$ <u>802.48</u>

BID/PROPOSAL FORM

<u>Item No.</u>	<u>Motor</u>	<u>Voltage</u>	<u>Frame</u>	<u>RPM</u>	<u>Quantity</u>	<u>Unit Cost</u>
10	50 HP submersible pump stator only-rewind	460		1750	1 Each	\$ <u>1127.00</u>
11	60 HP submersible pump stator only-rewind	460		1750	1 Each	\$ <u>1517.88</u>
12	60 HP- recondition	460	364TP	1780	1 Each	\$ <u>991.20</u>
13	60 HP- rewind	460	364TP	1780	1 Each	\$ <u>1755.95</u>
14	75 HP - recondition	460	444HPV2	890	1 Each	\$ <u>1572.55</u>
15	75 HP - rewind	460	444HPV2	890	1 Each	\$ <u>3248.70</u>
16	150 HP - recondition	460	444TS	1785	1 Each	\$ <u>1087.52</u>
17	150 HP - rewind	460	444TS	1785	1 Each	\$ <u>2234.40</u>
18	150 HP - recondition	460	449T	890	1 Each	\$ <u>1202.04</u>
19	150 HP - Rewind	460	449T	890	1 Each	\$ <u>3556.84</u>
20	200 HP - recondition	460	447HPY	1185	1 Each	\$ <u>1748.25</u>
21	200 HP - rewind	460	447HPY	1185	1 Each	\$ <u>4883.20</u>
22	200 Hp – recondition	460	447TS	3575	1 Each	\$ <u>1144.67</u>
23	200 HP – Rewind	460	447TS	3575	1 Each	\$ <u>2662.24</u>
24	300 HP - recondition	460	5006 P	1775	1 Each	\$ <u>2042.95</u>
25	300 HP - rewind	460	5006 P	1775	1 Each	\$ <u>4445.00</u>

BID/PROPOSAL FORM

<u>Item No.</u>	<u>Motor</u>	<u>Voltage</u>	<u>Frame</u>	<u>RPM</u>	<u>Quantity</u>	<u>Unit Cost</u>
26	300 HP – recondition	460	449T	1780	1 Each	\$ <u>1283.52</u>
27	300 HP - Rewind	460	449T	1780	1 Each	\$ <u>4914.28</u>
28	350 HP – Recondition	460	449TS	3583	1 Each	\$ <u>1283.52</u>
29	350 HP - Rewind	460	449TS	3583	1 Each	\$ <u>5220.04</u>
30	400 HP- rewind	460	5807R	1790	1 Each	\$ <u>7989.80</u>
31	400 HP- recondition	460	5807R	1790	1 Each	\$ <u>2489.20</u>
32	Repair Parts = \$1,000.00 + (\$1,000.00 x % Markup)				1 Lot	\$ 322.00 15% Markup (negotiated)
TOTAL BASE BID FOR ITEMS NO. 1-32:		\$ <u>66,323.07</u>				
<u>SECTION II. LABOR RATES</u>						
<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Hourly Rate</u>	<u>Total Cost</u>		
33	Labor hours for machinists, in shop or on site, <u>Standard Hours</u> , for machine work, not specified in Vaughn's	40 Hours	\$ <u>85</u> /hr.	\$ <u>3400.00</u>		
34	Labor hours for machinists, in shop or on site, <u>Emergency Hours</u> , for machine work, not specified in Vaughn's	10 Hours	\$ <u>110</u> /hr.	\$ <u>1100.00</u>		
TOTAL BASE BID FOR ITEMS NO. 33-34:		\$ <u>4500.00</u>				
AGGREGATE TOTAL (SECTIONS I & II ONLY):		\$ <u>70,823.07</u>				

BID/PROPOSAL FORM

SECTION III. DISCOUNT PERCENTAGES (VAUGHEN'S)

<u>Item No.</u>	<u>Description</u>	<u>Discounted Percentage(s)</u>
35	Total percent discount off of Vaughen's Motor & Pump Repair Price Guide for repairs to STANDARD MOTORS.	<u>72</u> %
36	Total percent discount off of Vaughen's Motor & Pump Repair Price Guide for Emergency repairs to STANDARD MOTORS.	<u>65</u> %
37	Total percent discount off of Vaughen's Motor & Pump Repair Price Guide for repairs to VERTICAL MOTORS.	<u>72</u> %
38	Total percent discount off of Vaughen's Motor & Pump Repair Price Guide for Emergency repairs of VERTICAL MOTORS.	<u>65</u> %
39	Total percent discount off of Vaughen's Motor & Pump Repair Price Guide for repairs to SUBMERSIBLE PUMPS.	<u>72</u> %
40	Total percent discount off of Vaughen's Motor & Pump Repair Price Guide for Emergency repairs to SUBMERSIBLE PUMPS.	<u>65</u> %

The City reserves the right to increase/decrease quantities

Additional Notes:

1. Bidder understands that the Total Cost for Section II is calculated by multiplying the Quantity by the Hourly Rate.
2. Bidder agrees to supply the products or services at the prices bid in accordance with the terms, conditions, and specifications contained in this RFSP. Pricing must include delivery and be quoted FOB: Destination.
3. Bidder understands that the Aggregate Total is calculated by adding Section I (Total Base Bid for Item No. 1-32) and Section II (Total Base Bid for Item No. 33-34) only.
4. All material furnished shall be new, warranted against defects, the latest model or of the best quality and highest-grade workmanship, unless otherwise specified herein.
5. The City reserves the right to review the Contractor's records to verify the charges for any parts or materials billed to the City by the Contractor.

END OF SECTION

CITY OF PLANTATION



AGREEMENT

Between

THE CITY OF PLANTATION

And

CONDO ELECTRIC MOTOR REPAIR CORP.

For

ELECTRIC MOTOR AND REPAIR - TERM AGREEMENT

AGREEMENT NO. 027-26

**Agreement
By and Between
City of Plantation**

**&
Condo Electric Motor Repair Corp.
for**

Agreement No. 027-26; Electric Motor Pump and Repair – Term Agreement

1. PARTIES AND DATE.

This Agreement (“Agreement”) is made and entered into this 10 day of August, 2026 by and between the CITY OF PLANTATION, a Florida Municipal Corporation with its principal place of business at 400 NW 73 AVENUE PLANTATION, FL 33317, (“City”) and CONDO ELECTRIC MOTOR REPAIR CORP., a Florida Corporation with its principal place of business 3615 E 10th CT, HIALEAH, FL 33013 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

The Contractor shall timely complete the required services to the City as set forth in the terms and conditions in this Agreement. The Contractor represents that it is experienced in providing “Electric Motor Pump and Repair”, as further outline herein to public clients, is licensed and authorized to do business in the State of Florida, and is familiar with the requirements of the City.

2.2 Service

The City desires to engage the Contractor to provide the repair, modification and replacement of various types of electric motors and pumps. These services shall include, but are not limited to, all appurtenances and ancillary equipment directly associated with the repair, modification and replacement of a motor or pump such as valves, mixers, piping, gear boxes, gauges, and belts. The Contractor represents and warrants that it is able to satisfactorily provide the service according to the Scope of Services, which are incorporated herein by reference as **Exhibit "A"**.

The following Exhibit(s) referenced herein are hereby incorporated into this Agreement **Exhibit "A"** Scope of Services, **Exhibit "B"** documentation required by the City submitted by the Contractor during the solicitation period prior to Notice of Award, **Exhibit "C"** Acknowledged Addendums, **Exhibit "D"** Insurance Requirements, **Exhibit "E"** Rates, **Exhibit "F"** General Terms and Provisions.

2.3 Procurement

The City publicly sought bids in accordance with City Code Section 2-220(b).

Selection Committee identified Contractor as the highest scoring (most advantageous) to enter into an Agreement.

3. TERMS.

3.1 Term.

A. Term. The initial agreement period shall be for two (2) years, commencing August 10, 2026. In addition, the City reserves the right to extend this Agreement for two (2) additional one (1) year periods, provided the Contractor also agrees in writing to extension upon such terms (including compensation) as the City and Contractor agree. Prices/Rates/Fees shall remain firm and fixed for the initial term of the Agreement.

4. RESPONSIBILITIES OF CONTRACTOR.

A. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor shall determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term. Any additional personnel performing the Services on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Control and Payment of SubContractors. All work performed for Contractor by a SubContractor or Supplier will be pursuant to an appropriate agreement between Contractor and the SubContractor or Supplier, which specifically binds the SubContractor or Supplier to the applicable terms and conditions of this Agreement for the benefit of the City. The Contractor shall be responsible for the payments to any SubContractors, including any professional fees, or Suppliers and additional costs within 14 calendar days of City's payment to Contractor. The City shall not be responsible for any payments to SubContractors or Suppliers. The City shall not be billed directly or indirectly for any professional fees or additional costs of the SubContractors for the Project or Services.

C. Mechanics Liens. The Contractor covenants and agrees that no mechanics' liens, equitable liens, construction liens asserted under the Construction Lien Law, Chapter 255, Florida Statutes, or other liens against public funds or property (herein "mechanics' liens") will be permitted to arise, be filed or maintained against the City, the Project or any part of it, any interest in it or any improvements on it, or any real or personal property City by the City, against any monies due or to become due from the City to the Contractor, for or on account of any work, labor, services, materials, equipment or other items performed or furnished for or in connection with the Project, and the Contractor further agrees to indemnify the City for any costs, charges, expenses, losses, or damages City may incur as a result of any asserted mechanics' lien. Contractor agrees to cause any of the foregoing liens and claims to be satisfied, removed or discharged at its own expense by bond, payment or otherwise within thirty (30) days from the date of the filing, and upon the Contractor's failure to do so the City shall have the right, in addition to all other rights and remedies provided under this Contract or by law, to cause the liens or claims to be satisfied, removed or discharged by whatever means the City chooses, at the

entire cost and expense of the Contractor, the expense to include reasonable legal fees and costs and all expenses. Real property owned by a Florida municipal corporation is not subject to liens, and nothing in this paragraph shall waive the City's right to assert that its property is immune from mechanics' liens, or to waive other defenses or immunities that may be enjoyed by the City of Plantation

D. Schedule of Services. Contractor shall perform the Services expeditiously, within the Project completion timelines, and in accordance with the Schedule of Services set forth in **Exhibit "A"**. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

E. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

F. Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, contractors and other staff at all reasonable times.

G. Standard of Care; Performance of Employees. Contractor shall perform all Services in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Florida. Contractor represents and warrants that it is skilled in the professional calling necessary to perform the Services. Contractor represents and warrants that all employees and SubContractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents and warrants that it, its employees, and SubContractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the Term. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its SubContractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

H. Excusable Delays. Neither Party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the Party or Parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a Party. Notwithstanding the foregoing, the City shall have no obligation to compensate Contractor for any Service that Contractor fails to perform, or otherwise has not performed. Under no circumstances will Contractor be entitled to any additional compensation for any delay, excusable or otherwise. In the event of any delay, excusable or otherwise, Contractor's sole and exclusive remedy shall be limited to an extension of time to complete the Work. As a condition

precedent to any extension of time, Contractor shall notify the City in writing of the basis for the extension within ten (10) days of initiation of the event(s) causing the delay.

I. Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Contractor warrants that it shall perform the Services in compliance with all applicable Federal and Florida employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the Services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with the Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

i. Equal Opportunity Employment. Contractor represents and warrants that it is an equal opportunity employer and it shall not discriminate against any SubContractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

J. Insurance.

i. Time for Compliance. Contractor shall not commence Services until it has provided evidence satisfactory to the City that it has secured all insurance pursuant to **Exhibit "D"**. In addition, Contractor shall not allow any SubContractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the SubContractor has secured all insurance pursuant to **Exhibit "D"**.

K. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and SubContractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

L. Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of 3 years from the date of final payment under this Agreement.

5. FEES AND PAYMENTS.

A. Compensation. At the completion of Services, the Contractor shall receive compensation at the rate listed in **Exhibit “E”**.

B. Payment of Compensation. City shall review all invoices and pay all approved charges thereon consistent with Section 218.735, Florida Statutes, as amended. Payment for work shall be authorized upon completion of all work specified in “Scope of Services” of this specification. Invoices will be subject to verification and approval by the department requesting the service. Each invoice shall be submitted in increments not greater than thirty (30) days. All invoices are required to be submitted within three (3) months, if invoices are not submitted within three (3) months, the City reserves the right not to pay due to delinquency.

C. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

D. Extra Work. At any time during the Term, City may request that Contractor perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the City.

E. Consideration Adequate. The Parties acknowledge that there is adequate consideration to enforce each and every provision of this Agreement.

6. TERMINATION OF AGREEMENT.

A. For Convenience. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least 30 calendar days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The City may terminate this Agreement for convenience even if Contractor avails itself of the Dispute Resolution process set forth below in subsection 8D.

B. For Cause. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and with cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least 21 calendar days before the effective date of such termination. The City may, but is not obligated to, provide Contractor with an opportunity to cure any breach prior to the effective date of any termination for cause.

The Contractor may not terminate this Agreement except upon a breach by the City, which is not cured upon 21 calendar days notice to City. In case of the Contractor's termination for cause, the Contractor shall be paid for Services satisfactorily provided to such termination date, less any setoffs or adjustments City may claim arising out of the Contractor's breach, the remaining unperformed parts of this Agreement, and for that portion (if any) of the Contractor's performance which is unsatisfactory (the intent being that the Contractor be paid what is just and equitable compensation for the Contractors' performance of Services rendered to the satisfaction of the City). Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Should the Contractor avail itself of the Dispute Resolution process set forth below in subsection 3.6C, then the City may not terminate this Agreement for Cause until the conclusion of the Dispute Resolution process.

C. Mutual Termination. This Agreement may also be terminated by mutual written agreement at any time and under any terms.

D. Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services. Contractor shall be required to provide such documents and other information within 21 calendar days of the request.

E. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, Services similar to those terminated.

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data in any form, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). All Documents & Data shall be and remains the property of City, and shall not be used in whole or in substantial part by Contractor on other projects without the City's express written permission. Within 21 calendar days following the completion, suspension, abandonment or termination of this Agreement, Contractor shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Contractor is entitled under the termination provisions of this Agreement, Contractor shall provide all Documents & Data to City upon payment of the undisputed amount. Contractor shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Contractor shall retain copies of all Documents & Data on file for a minimum of 15 years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Contractor shall notify City and provide City with the opportunity to obtain the Documents & Data.

B. SubContractors. Contractor shall require all SubContractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the SubContractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or its SubContractors, or those provided to Contractor by the City.

C. Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Contractor shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Contractor's seal from the Documents & Data. Contractor shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Contractor shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Contractor, a party for whom the Contractor is legally responsible or liable, or anyone approved by the Contractor.

D. Indemnification. Contractor shall defend, indemnify and hold the City, its, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City the Documents & Data, including any method, process, product, or concept specified or depicted. This subparagraph shall survive termination or expiration of this Agreement.

E. Confidentiality. To the maximum extent permitted by law, all Documents & Data, either created by or provided to Contractor in connection with the performance of this Agreement, shall be held confidential by Contractor. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Contractor for any purposes other than the performance of the Services. To the maximum extent permitted by law, Contractor shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor that is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. GENERAL PROVISIONS.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address (physical or electronic) as the respective Parties may provide in writing for this purpose:

Contractor:

Condo Electric Motor Repair Corp
Hector Gomez, President/Director
3515 E 10th CT, Hialeah, FL 33013

And

P.O. Box 3340
Hialeah, FL 33013

City:

Mayor Nick Sortal
400 NW 73rd Avenue
Plantation, FL 33317

With copies to:

Chief Administrative Officer
400 NW 73rd Avenue
Plantation, FL 33317
JNunemaker@Plantation.org

Procurement Director
400 NW 73rd Avenue
Plantation, FL 33317
Espencer@Plantation.org

Kerry L. Ezrol, City Attorney
Goren Cherof, Doody & Ezrol, P.A.
3099 E Commercial Blvd., Ste. 200
Fort Lauderdale, FL 33308

Such notice shall be deemed made when personally delivered, or, if mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address, or delivered to such electronic mail address provided by the Parties for service of notices under this subsection when receipt is acknowledged by electronic written response by the receiving Party.

B. Indemnification.

i. Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

ii. Additional Indemnity Obligations. Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by Contractor from the City that such amount is due, be made by Contractor prior to the City being required to pay same, or in the alternative, the City, at the City's option, may make payment of an amount so due and Contractor shall promptly reimburse the City for same, together with interest thereon at the statutory rate from the date of receipt by Contractor of written notice from the City that such payment is due. Contractor agrees, at Contractor's expense, after written notice from the City, to defend any action against the City that falls within the scope of this indemnity, or the City, at the City's option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by Contractor. Additionally, if Contractor, after receipt of written notices from the City, fails to make any payment due hereunder to the City, Contractor shall pay any reasonable attorney's fees or costs incurred by the City in securing any such payment from Contractor.

iii. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the City's favor. Notwithstanding any other provision of this Agreement to which it is applicable, City shall not be liable or responsible to Contractor beyond the monetary limits and amounts specified in Ch. 768.28, Fla. Stat., regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Contractor for punitive or exemplary damages or for lost profits or consequential damages.

iv. This paragraph shall survive termination or expiration of this Agreement.

C. Dispute Resolution

i. In the event that any dispute between the City and the Contractor concerning questions or issues arising under this Agreement that have not been resolved, a request for dispute resolution shall be submitted by the Contractor to the City for determination. Request for such determination shall be made in writing. The City's decision may be reached in accordance with assistance, as it may deem reasonably necessary or desirable. The City's decision shall be rendered in writing no more than 30 calendar days after receipt of a fully

documented (to the extent that such documents are within the control of the Contractor) request for a determination. The decision shall be conclusive, final, and binding on all Parties, unless the Contractor shall seek a judicial determination in accordance with the provisions set forth below in subsection 8D.

ii. No later than 10 calendar Days after the Contractor's receipt of the City's determination, the Contractor shall respond to the City in writing, either accepting the determination or stating the Contractor's factual or legal objection to the determination. If the Contractor's response is an objection, the City shall respond in writing to the objection within 10 calendar days after receipt. No further response by either Party shall be required. Thereafter, the Contractor may seek a judicial determination of the dispute. In the event that the Contractor intends to seek judicial determination of a matter decided by the City, the Contractor shall notify the City of its intent to do so within 10 calendar days of the City's final decision.

iii. If required by City, the Contractor shall continue to perform the Services required under this Agreement during this resolution period, including any judicial resolution. The City's written determination shall be complied with pending final resolution, including judicial, of the dispute. If the Contractor complies with the City's written determination, the City shall continue to perform under this Agreement and make all payments due (other than those or the portions of payments in dispute, if any) during the resolution period. This payment provision shall not apply in the event that the Contractor fails to submit a dispute to the City as required by this subsection. The continued performance of this Agreement by either Party shall not constitute an admission as to any factual or legal position in connection with the dispute, or a waiver of its rights under this Agreement or at Law.

D. Governing Law; Judicial Review; Venue. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Broward County without regard to its conflicts of law. The Parties hereby agree that in the event of any litigation between them, such proceeding shall be brought exclusively in the courts of the State of Florida, County of Broward or the Federal District Court with subject matter jurisdiction and encompassing the County of Broward, Florida. Each Party hereby irrevocably consents and submits to the jurisdiction of, and venue in, the aforementioned courts, and further waives any claim that a proceeding brought therein has been brought in an inconvenient forum. To the extent not prohibited by applicable law that cannot be waived, the City and Contractor hereby waive, and covenant that they will not assert (whether as plaintiff, defendant or otherwise), any right to trial by jury in any action arising in whole or in part under or in connection with this Agreement, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise.

E. Time of Essence. Time is of the essence for each and every provision of this Agreement.

F. City's Right to Employ Other Contractors. City reserves right employ other contractors in connection with this Project. Successors and Assigns.

G. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

H. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees,

hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

I. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and SubContractors of Contractor, except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

J. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

K. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

L. No Third-Party Beneficiaries. Except to the extent expressly provided for in this subsection, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties. The City has three dependent districts (Plantation Midtown Development District, Plantation Gateway, and the City of Plantation Community Redevelopment Agency) hereinafter "Districts", all of which have the power to execute contracts, and all of which are served by City personnel for the purpose of Administration. Such Districts shall be intended third Party beneficiaries and shall be able to enforce the terms hereof for any Serves provided on behalf of the Districts.

M. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

N. Prohibited Interests. The Contractor warrants and represents that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no City employee who acts in the City as a "purchasing agent" as defined by §112.312(20), Florida Statutes, as amended, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer, director, or proprietor of the Contractors, and further, that no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Contractors. Material interest means direct or indirect ownership of more than Five Percent (5%) of the total assets or capital stock of the Contractors.

O. Conflicts of Interest. Contractor covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed, any such interests, on the part of Contractor or its employees, must be disclosed in writing to City. Contractor is aware of the conflict of interest laws of the State of

Florida, Chapter 112, Florida Statutes, as amended, and agrees that it will fully comply in all respects with the terms of said laws. Contractor warrants that it has not employed or retained any person employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by City any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

P. Convicted Vendor List. Contractor represents to City that it is not a person or affiliate as defined in §287.133, Florida Statutes, as amended, which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime. Contractor acknowledges and agrees that it may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of any public building or public work, may not submit bids on leases of real property with the City, may not be awarded an opportunity to perform work as a Contractor, supplier, SubContractor or Contractor under a contract with the City, and may not transact business with the City in an amount set forth in §287.017, Florida Statutes, as amended, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

Q. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

R. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

S. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

T. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

IN WITNESS WHEREOF, CITY OF PLANTATION AND CONDO ELECTRIC MOTOR REPAIR CORP., have signed this Agreement in duplicate. One counterpart each has been delivered to the City and Contractor.

Attest:



April Beggs, City Clerk

CITY OF PLANTATION

By:

Nick Sortal

Nick Sortal, Mayor

As to legal form:

Kerry L. Ezziol

Kerry L. Ezziol, City Attorney

As to Procurement:

Charles Spencer

Charles Spencer, Procurement Director

STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of August, 2026, by Nick Sortal, as Mayor of the City of Plantation, a Florida municipal corporation, on behalf of the municipal corporation. He is personally known to me or has produced _____ as identification.

My commission expires:



Elsa Thompson
NOTARY PUBLIC

Signed, Sealed in the presence of:

CONDO ELECTRIC MOTOR CORP.
a Florida Corporation

By:

Hector Gomez, President/Director

Witness:

inf.

Hector Garcia
Typed name of Witness

Witness:

Witness: [Signature]
1-CC-702 T. Gove

Typed name of Witness

STATE OF Florida

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ (date) by Hector Gomez, as President/Director of Condo Electric Motor Corp. a Florida Corporation, on behalf of the corporation. They are personally known to me or who has produced _____ (type of identification) as identification.

My commission expires:



NOTARY PUBLIC



**Consent Agenda
6.12.**

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Darvin Williams, City Manager
VIA:	
DATE:	September 24, 2026

RE: Resolution No. R2026-133 Approving a Purchase Order with Genuine Parts Company (Sponsored by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- ☐ Staff Report
- ☐ Resolution
- ☐ Staff Report



Public Works Fleet Department

August 19, 2026

CITY COMMISSION

STAFF REPORT DEPARTMENT:

Public Works Fleet Department

STAFF REPORT

SUBJECT: Motion to Approve and Authorize the Purchase Agreement with Genuine Parts dba NAPA.

3 Lifts in the amount \$89,190.90

Utilizing Contract # 100124, agreement for the provision of services between Sourcewell and Genuine Parts dba NAPA.

Fleet Manager recommendation:

I recommend purchasing **three (3) new vehicle lifts** for the Fleet Maintenance Shop.

The existing lifts have exceeded their useful service life and are no longer reliable or safe for daily operations. Continued use may result in equipment failure, service delays, and safety risks for employees.

Replacing the three lifts will provide safe and reliable equipment for vehicle inspections, repairs, and maintenance.

BACKGROUND OF ITEM:

The Fleet Maintenance Shop relies on vehicle lifts to perform daily vehicle inspections, preventive maintenance, and repairs.

The existing lifts have been in service for an extended period and have reached the end of their useful service life. Their age and condition have reduced reliability and increased safety concerns for Fleet Maintenance personnel.

The purchase of **three (3) new vehicle lifts** will improve shop safety, reliability, and efficiency while supporting the City's ongoing fleet maintenance needs.

Analysis of Purchase – Three Lifts for Fleet Shop

The purchase of **three (3) vehicle lifts** is necessary to support the Fleet Maintenance Shop's daily operations.

- **Safety:** Replacing aging lifts will reduce safety risks associated with equipment failure while vehicles are elevated.
- **Reliability:** New lifts and a compressor will provide dependable equipment and reduce unexpected downtime.
- **Operational Efficiency:** Reliable equipment will allow mechanics to complete inspections, repairs, and preventive maintenance more efficiently.
- **Maintenance Needs:** The lifts are essential for accessing vehicle components, while the compressor supports pneumatic tools, tire service, and other shop activities.
- **Cost Avoidance:** Replacing outdated equipment can reduce repair costs, service interruptions, and potential delays in maintaining City vehicles.
- **Fleet Availability:** Improved shop equipment will help return vehicles to service more quickly and support uninterrupted City operations.

Overall Assessment: The purchase is a necessary investment in **employee safety, equipment reliability, and the continued operation of the City's Fleet Maintenance Shop.**

FISCAL IMPACT:

Budget Line Item: **399860-539640 -NMBFY24084 (Machinery & Equipment) – Three lifts**

<u>CIP Acct. Number</u>	<u>Budgeted Amount</u>	<u>Available Amount</u>	<u>Available After Budget Transfer</u>
399860-539640	\$86,263.00	86,263.00	89,190.90

ALTERNATIVES

The city could **continue using, repair, lease, rent, or purchase used equipment** instead of purchasing new lifts. However, these options may result in **higher maintenance costs, equipment failures, safety concerns, ongoing rental expenses, or a shorter service life.**

Recommended: Purchase new equipment to provide greater **safety, reliability, efficiency, and long-term value** for the Fleet Maintenance Shop.

ATTACHMENTS:

- Vehicle Purchase Request Form
- Quotes
- Contract# 100124, Sourcewell
- Piggyback purchase

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER BETWEEN THE CITY AND GENUINE PARTS COMPANY DBA NAPA AUTO PARTS, FOR THE PURCHASE OF MOTOR VEHICLE ROTARY LIFTS; IN A BUDGETED AMOUNT NOT TO EXCEED \$89,191.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 166, *Florida Statutes* and Section 1.4 of the Charter of the City of North Miami Beach (“City”), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

WHEREAS, Section 3-2.2 of the City of North Miami Beach Code of Ordinances (“Code”) provides that the Chief Procurement Officer has the authority to join with other governmental entities in cooperative purchasing plans, when the best interests of the City would be served.

WHEREAS, Sourcewell, a cooperative purchasing organization, competitively solicited and awarded Contract No. 100124-GPC “*Aftermarket Vehicle Parts and Supplies*”, to Genuine Parts Company dba NAPA Auto Parts, (“NAPA”), through January 10, 2029 with three optional renewal terms through January 10, 2032 (“*Piggyback Contract*”); and

WHEREAS, the NMB Fleet Division has identified the need to replace existing vehicle lifts that have exceeded their recommended service life to ensure the safe and reliable servicing of City vehicles and equipment, improve operational efficiency, and reduce the potential for equipment failure and safety hazards; and

WHEREAS, pursuant to Section 3-3.14 of the City Code, the City Manager has the authority to approve purchases and awards up to fifty thousand dollars (\$50,000), and any expenditure above this amount need to be presented to the Mayor and City Commission for approval; and

WHEREAS, the City Manager and the Chief Procurement Officer recommend that the City Commission approve a Purchase Order in a budgeted amount not to exceed \$89,191.00 for the purchase of three Motor Vehicle Rotary Lifts from NAPA; and

WHEREAS, the Mayor and City Commission determine it is in the best interests of the City to approve a Piggyback Contract for a purchase order in a budgeted amount not to exceed \$89,191.00 for the purchase of three Motor Vehicle Rotary Lifts NAPA to support the safe and reliable maintenance and repair of City vehicles and equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

Section 2. The Purchase Order with Genuine Parts Company dba NAPA Auto Parts., through the Piggyback Contract in substantially the form attached as Exhibit "A", for a budgeted amount not to exceed \$89,600.00 for the purchase of three Motor Vehicle Rotary Lifts, subject to budget appropriation and availability of funds, is hereby approved.

Section 3. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

Section 4. All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 7. This Resolution shall take effect immediately upon adoption.

[THE REMAINDER OF THIS INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **24th day of September 2026.**

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE AND
RELIANCE OF THE CITY OF NORTH
MIAMI BEACH ONLY:

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

RESOLUTION NO. 2026-XX



Public Works Fleet Department

August 19, 2026

CITY COMMISSION

STAFF REPORT DEPARTMENT:

Public Works Fleet Department

STAFF REPORT

SUBJECT: Motion to Approve and Authorize the Purchase Agreement with Genuine Parts dba NAPA.

3 Lifts in the amount \$89,190.90

Utilizing Contract # 100124, agreement for the provision of services between Sourcewell and Genuine Parts dba NAPA.

Fleet Manager recommendation:

I recommend purchasing **three (3) new vehicle lifts** for the Fleet Maintenance Shop.

The existing lifts have exceeded their useful service life and are no longer reliable or safe for daily operations. Continued use may result in equipment failure, service delays, and safety risks for employees.

Replacing the three lifts will provide safe and reliable equipment for vehicle inspections, repairs, and maintenance.

BACKGROUND OF ITEM:

The Fleet Maintenance Shop relies on vehicle lifts to perform daily vehicle inspections, preventive maintenance, and repairs.

The existing lifts have been in service for an extended period and have reached the end of their useful service life. Their age and condition have reduced reliability and increased safety concerns for Fleet Maintenance personnel.

The purchase of **three (3) new vehicle lifts** will improve shop safety, reliability, and efficiency while supporting the City's ongoing fleet maintenance needs.

Analysis of Purchase – Three Lifts for Fleet Shop

The purchase of **three (3) vehicle lifts** is necessary to support the Fleet Maintenance Shop's daily operations.

- **Safety:** Replacing aging lifts will reduce safety risks associated with equipment failure while vehicles are elevated.
- **Reliability:** New lifts and a compressor will provide dependable equipment and reduce unexpected downtime.
- **Operational Efficiency:** Reliable equipment will allow mechanics to complete inspections, repairs, and preventive maintenance more efficiently.
- **Maintenance Needs:** The lifts are essential for accessing vehicle components, while the compressor supports pneumatic tools, tire service, and other shop activities.
- **Cost Avoidance:** Replacing outdated equipment can reduce repair costs, service interruptions, and potential delays in maintaining City vehicles.
- **Fleet Availability:** Improved shop equipment will help return vehicles to service more quickly and support uninterrupted City operations.

Overall Assessment: The purchase is a necessary investment in **employee safety, equipment reliability, and the continued operation of the City's Fleet Maintenance Shop.**

FISCAL IMPACT:

Budget Line Item: **399860-539640 -NMBFY24084 (Machinery & Equipment) – Three lifts**

<u>CIP Acct. Number</u>	<u>Budgeted Amount</u>	<u>Available Amount</u>	<u>Available After Budget Transfer</u>
399860-539640	\$86,263.00	86,263.00	89,190.90

ALTERNATIVES

The city could **continue using, repair, lease, rent, or purchase used equipment** instead of purchasing new lifts. However, these options may result in **higher maintenance costs, equipment failures, safety concerns, ongoing rental expenses, or a shorter service life.**

Recommended: Purchase new equipment to provide greater **safety, reliability, efficiency, and long-term value** for the Fleet Maintenance Shop.

ATTACHMENTS:

- Vehicle Purchase Request Form
- Quotes
- Contract# 100124, Sourcewell
- Piggyback purchase



**Consent Agenda
6.13.**

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Darvin Williams, City Manager
VIA:	
DATE:	September 24, 2026

RE: Resolution No. R2026-134 to Approve Change order with Library Interiors of Florida (Sponsored by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- ☐ Resolution
- ☐ Staff Report
- ☐ Exhibit A

RESOLUTION NO. 2026- XXX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH LIBRARY INTERIORS OF FLORIDA, INC. INCREASING THE ESTIMATED EXPENDITURE BY \$35,000.00, FOR LIBRARY SHELVING; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 166, *Florida Statutes* and Section 1.4 of the Charter of the City of North Miami Beach ("City"), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

WHEREAS, the Orange County Public Schools (OCPS), competitively awarded Contract No. 23-714, "*Library Furniture*," to Library Interiors of Florida, Inc. ("*Library Interiors*"), for the period of July 28, 2022, through July 27, 2027; and

WHEREAS, under the City Manager's authority, an amount of \$50,000.00 was approved to support the NMB Library's ongoing renovation efforts by engaging Library Interiors to provide the necessary shelving and furniture; and

WHEREAS, the NMB Library has determined that an additional \$35,000.00 is required for additional shelving to provide adequate storage capacity for library materials, support the efficient organization and accessibility of its collection, and meet its ongoing operational needs; and

WHEREAS, Section 3-3.20 of the Code of Ordinances City of North Miami Beach, Florida, 2008 (Code") requires that change orders exceeding 10% or \$50,000.00, whichever is less, shall be approved by the City Commission; and

WHEREAS, the City Manager recommends that the City Commission approve and authorize the City Manager or designee to execute a Change Order to the previously approved contract with Library Interiors to increase the previously approved expenditure by \$35,000.00, thereby increasing the contract expenditure to an amount not to exceed 85,000.00; and

WHEREAS, the Mayor and City Commission believe it is in the best interests of the City to approve and authorize the City Manager or designee to execute a Change Order to the previously approved contract with Library Interiors to increase the previously approved expenditure by \$35,000.00, thereby increasing the expenditure to an amount not to exceed \$85,000.00 for shelving for the NMB Library.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

Section 2. The Change Order in substantially the form attached as Exhibit “A” to the previously approved Contract with Library Interiors to increase expenditure by \$35,000.00 thereby increasing expenditure to an amount not to exceed \$85,000.00 for the purchase of shelving, subject to budget appropriation and availability of funds is hereby approved.

Section 3. The City Manager or designee is authorized to execute the Piggyback Agreement and do all things necessary to effectuate this Resolution.

Section 4. All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 7. This Resolution shall take effect immediately upon adoption.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **24th day of September 2026**.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

(CITY SEAL)

MICHAEL JOSEPH
MAYOR

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE AND
RELIANCE OF THE CITY OF NORTH
MIAMI BEACH ONLY:

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

RESOLUTION NO. R2026-XX



Procurement Management Department

Commission Agenda Staff Report

Date: September 24, 2026

Resolution No.: 2026-XX

To: Mayor and City Commission

From: Darvin Williams, City Manager

Agenda Title: Resolution Approving and Authorizing a Change Order to the Contract with Library Interiors of Florida, Inc. Increasing the estimated Expenditure by \$35,000 for Library Shelving.

Background

The City of North Miami Beach Library provides resources, services, and programs that support education, information access, and community engagement for residents. Adequate and properly organized shelving is essential to maintaining an accessible library collection, maximizing available space, and ensuring that library materials can be stored and readily accessed by patrons and staff.

The City intends to utilize an existing piggyback contract with Library Interiors of Florida, Inc., to procure additional library shelving. The applicable contract is the Orange County Public Schools Contract No. 23-714, "Library Furniture," effective through July 27, 2027. Utilizing this piggyback agreement allows the City to access competitively awarded pricing and terms, ensuring efficiency and compliance with procurement policies.

The NMB Library has identified a need for additional shelving to provide adequate storage capacity for library materials, support the efficient organization and accessibility of its collection, and meet its ongoing operational needs. The City intends to utilize the contract to procure the additional shelving in a total amount not to exceed \$35,000.00.

Recommendation

The City Manager recommends that the City Commission approve and authorize the City Manager or designee to approve the Change Order with Library Interiors of Florida, Inc. in accordance with City procurement policies and approved budgetary appropriations.

Fiscal Impact

Requesting a Change Order for the allocated amount of \$35,000.00 as approved in the adopted FY26 budget appropriation.

EXHIBIT A



(Revised 10.2025)
PROCUREMENT MANAGEMENT DEPARTMENT

CHANGE ORDER FORM

Purchase Order Change Order ☐

Contract Change Order ☐

Title:	Contract No.: _____ Purchase Order No.: _____
Vendor:	Change Order No.:
Contract Award Date:	Completion Date:
Revised Completion Date (prior to this change):	Revised Completion Date (including this change):

Item #	Summary of Amount	
A	Original Amount	\$
B	Value of Change Orders Previously Approved	\$
C	Adjusted Value Prior to this Change Order (A+B)	\$
D	Cost of Changes in this Change Order	\$
E	Adjusted Amount Including this Change (C+D)	\$
F	Percentage Increase this Change Order $\frac{(E-C)}{C} \times 100$	%
G	Total Percent Increase to Date $\frac{(E-A)}{A} \times 100$	%

Account Number(s):

Description of Change:

Procurement Notes (For Procurement Personnel Only):

Code of Ordinances – Chapter III Purchasing, 3-3.20 Change Orders

The City Manager may approve any change orders so long as the total sum of all change orders does not exceed the total amount awarded by the City Commission by more than either ten percent of the contract cost or \$50,000.00, whichever is less. The scope of any project may not be changed without prior approval of the City Commission. No increase in contract price shall be approved unless there are sufficient funds available for such purpose.

This change order is hereby incorporated into and becomes a part of the Contract.

RECOMMENDED:

(Project Manager / Preparer)

By:

(Division Approval) (Date)

(Department Director Name)

By:

(Department Director Signature) (Date)

APPROVED:

By:

(Finance Department) (Date)

By:

(Procurement Department) (Date)

By:

(City Manager or Designee) (Date)



LIBRARY INTERIORS of FLORIDA, INC.

209 Palmetto St. Suite 1 ■ Auburndale, FL 33823 ■ 863.225.1680

Quotation - OCPS Contract ITB2204110

Date: 6/4/2026

Customer: Vincent Gadrix
Library Deputy Director
North Miami Beach Library
1601 NE 164th Street
North Miami Beach, FL 33162
(305) 948-2970

Project: North Miami Beach Library - Shelving Replenishment

Item	Qty	Catalog #	Finish	Item Description	Unit List	Total List
Adult Reference Range						
1	7	WSA3624A	Artic White	36" W x 24" D Adjustable Slopped Base Assembly	\$321.00	\$2,247.00
2	70	BL3610A	Artic White	10" deep x 36" wide adjustable flat shelf assembly	\$69.00	\$4,830.00
3	84	BSN9	Artic White	9" Findable Book Supports with cork bottom	\$14.00	\$1,176.00
Teen Wall Shelving						
4	4	W6636	Artic White	66" H x 36" W Weld Frame	\$220.00	\$880.00
5	9	WSA3612A	Artic White	36" W x 12" D (Nominal) Adjustable Slopped Base Assembly	\$185.00	\$1,665.00
6	36	BL3612A	Artic White	36" W x 12" D (Nominal) Adjustable Shelf Assembly	\$77.00	\$2,772.00
7	43	BSN9	Artic White	9" Findable Book Supports with cork bottom	\$14.00	\$602.00
8	7	CTS3612	Artic White	36" x 12" Canopy Assembly	\$79.00	\$553.00
Teen Mobile Shelving						
9	4	W4236	Artic White	42" H x 36" W Weld Frame	\$188.00	\$752.00
10	4	WA3624DA	Artic White	36" W x 24" D DF Adj Base Assembly	\$282.00	\$1,128.00
11	16	BL3612A	Artic White	36" W x 12" D (Nominal) Adjustable Shelf Assembly	\$77.00	\$1,232.00
12	24	BSN9	Artic White	9" Findable Book Supports with cork bottom	\$14.00	\$336.00
13	6	CTIB10S	Artic White	Pair, 10" Canopy Bracket	\$18.80	\$112.80
Children's Area Floor Shelving (reused Adult Reference)						
15	48	BDA3612A	Artic White	36" W x 12" D (Nominal) One Piece Divider Shelf Assembly	\$141.00	\$6,768.00
16	12	TBDA3624	Artic White	36" W x 24" D DF Adj Divider Type Base Assembly	\$395.00	\$4,740.00
Children's Area Mobile Shelving						
17	4	W4236	Artic White	42" H x 36" W Weld Frame	\$188.00	\$752.00
18	16	BDA3612A	Artic White	36" W x 12" D (Nominal) One Piece Divider Shelf Assembly	\$141.00	\$2,256.00
19	4	TBDA3624	Artic White	36" W x 24" D DF Adj Divider Type Base Assembly	\$395.00	\$1,580.00
Sub-Total						\$34,381.80
Orange County Contract						
30% Discount - Estey Product						-\$10,314.54
20% Installation - Estey Product						\$4,813.45
Included in Installation:						
- receive freight at warehouse to avoid drop-ship at jobsite						
- unload pallets with forklift to maintain original package integrity						
- inspect for damage and process any claims for replacements						
- store all products until jobsite is ready for installation						
- confirm jobsite conditions and coordinate schedule						
- retrieve product from warehouse and load for local delivery						
- transport and deliver to jobsite via lift-gate truck						
- unload with proper material-handling equipment						
- strip shrink-wrap and break-down cartons						
- assemble components, adjust and level						
- maintain extra hardware inventory for any shortages						
- transfer existing shelving components from onsite storage						
- reconfigure and install existing shelving components						

Item	Qty	Catalog #	Finish	Item Description	Unit List	Total List
				- perform any field-modifications and touch-up - transfer collection in sequence from book-move carts onto shelving - remove trash from jobsite and pay disposal fees - maintain general liability and worker's compensation insurance		
				Contract Total, FOB Delivered and Installed		\$28,880.71
				Additional Labor		
				Labor to retrieve seven weld frames, end panels, canopy tops, and hardware from stored location and assemble with new componets in Adult Reference Area. Labor to retrieve five weld frames and hardware from stored location and assemble with new componets for the Teen Wall Shelving. Labor to retrieve mobile bases, end panels, canopy tops, and hardware from stored location and assemble with new componets for Teen Mobile Shelving. Labor to retrieve weld frames, end panels, canopy tops, and hardware from stored location and assemble with new componets for Children's Area Floor Shelving. Labor to retrieve mobile bases, end panels, canopy tops, and hardware from stored location and assemble with new componets for Children's Mobile Shelving. Labor to supply and maintain an inventory of addtional hardware as needed for installation.		\$6,023.65
				Total - FOB Delivered and Installed, including additional labor		\$34,904.36
				Submitted By: <i>Alexander Thomas</i>		
				Alexander Thomas		
				Accepted By: <i>Vincent Gadrix</i>		
				Title: Library Director		
				Date: 6/29/26		

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

Exhibit A

DocuSign Envelope ID: AD405049-9614-46FF-B340-D95995051ADB



445 W. Amelia Street • Orlando, Florida 32801 • (407) 317-3200 • www.ocps.net

July 28, 2022

**NOTICE OF AWARD
ITB2204110
FURNITURE**

The School Board of Orange County, Florida meeting in official session on July 26, 2022, voted to award this solicitation to the following firm(s);

Commercial Furniture Group, Inc.
Ernie Morris Enterprises Inc.
Fomcore, LLC
Hertz Furniture Systems, LLC
KNH Consulting, LLC dba Ingenious Culinary Concepts
Krueger International, Inc.
Lakeshore Learning Materials, LLC
Library Interiors of Florida, Inc.
MeTEOR Education, LLC
National Business Liquidators, Inc. dba Common Sense Office Furniture
R. George & Associates, Inc.
School Specialty, LLC
Schoolhouse Products, Inc.
Signature Products, Inc. dba Signature School Products
Source Interiors, LLC
WB Manufacturing, LLC

This letter is notification of award only. Do not ship or order materials without an authorized purchase order. Purchase orders shall be placed as needed by The School Board of Orange County, Florida personnel and delivery must be completed within the time specified in the agreement.

If you have any questions regarding the solicitation procedures, please contact Cassandra Palm at Cassandra.Palm@ocps.net.

Cordially,

DocuSigned by:
A handwritten signature in black ink that reads 'David Wheeler'.
David Wheeler, NIGP-CPP, CPPO, CPPB
Director, Procurement & Contracting
The School Board of Orange County, Florida

"The Orange County Public School Board is an equal opportunity agency"

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY
FURNITURE; CONTRACT NO. 23-714



440 W. Amelia Street • Orlando, Florida 32801 • (407) 517-5200 • www.ocps.net

**INVITATION TO BID AND CONTRACTOR
ACKNOWLEDGEMENT FORM**

POSTING DATE: MAY 20, 2022

PROCUREMENT CONTACT & EMAIL:
CASSANDRA PALM, ADMINISTRATOR
Cassandra.Palm@ocps.net

BID NUMBER AND TITLE:

ITB2204110 FURNITURE

BID DUE DATE & TIME:

JUNE 9, 2022 at 2:00 PM EST

NOTE: RESPONSES RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE ACCEPTED

QUESTION DEADLINE:

MAY 30, 2022 at 2:00 PM EST

**ALL QUESTIONS MUST BE SUBMITTED THROUGH VENDORLINK. ANSWERS TO QUESTIONS WILL BE
ISSUED IN THE FORM OF A WRITTEN ADDENDUM FOR REVIEW BY ALL INTERESTED PARTIES.**

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR RESPONSE.
YOUR RESPONSE WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED
AGENT OF THE CONTRACTOR.

COMPANY NAME: Library Interiors of Florida, Inc.

MAILING ADDRESS: 10006 Cross Creek Blvd. #432

CITY, STATE, ZIP: Tampa, FL 33647

FEDERAL EMPLOYERS IDENTIFICATION NUMBER (FEIN): 58-1877256

TELEPHONE NUMBER: 813-977-6805

EMAIL: jeff.hunt@libraryinteriors.com

AUTHORIZED SIGNATURE:

A handwritten signature in black ink, appearing to read 'Jeff Hunt'.

TYPE OR

PRINTED NAME: Jeff Hunt

TITLE: President

DATE: June 8, 2022

NOTICE: Failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes will constitute
a waiver of proceedings under Chapter 120, Florida Statutes and School Board Rules.

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

ITB2204110 Furniture

BID SUBMITTAL CHECKLIST

The following documents must be submitted as part of the bid submission:

- ☐ Invitation to Bid and Contractor Acknowledgement – page #1
- ☐ Exhibit A - Office of Business Opportunity MWBE/LDB/VBE Subcontractor Participation Form
- ☐ Exhibit B - Drug-free Workplace Certification
- ☐ Exhibit C - Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- ☐ Exhibit D - Contractor's Statement of Principal Place of Business
- ☐ Exhibit E - Byrd Anti-Lobbying Amendment Certification
- ☐ Exhibit F – Questionnaire
- ☐ Certificate of Insurance
- ☐ If a Florida Corporation, a screenshot of "ACTIVE" status through www.sunbiz.org
- ☐ If a Non-Florida Corporation, a screenshot of "ACTIVE" status from the state in which the business was formed
- ☐ All Addenda (if applicable)
- ☐ Manufacturer's Certification Letter
- ☐ Excel Bid Price Sheet

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

ITB2204110 Furniture

SPECIFICATIONS / SCOPE OF WORK

1. **Scope:** The purpose of this Bid is to establish a contract to provide furniture for The School Board of Orange County, Florida on an as needed basis. No minimum order requirement is allowed.
2. **Acceptance of Commodities and/or Services:** The commodities and/or services to be provided hereunder shall be delivered to OCPS, in full compliance with the specifications and requirements set forth in this Bid. If the product provided by Contractor is determined to not meet the specifications and requirements of this Bid, either upon initial inspection or discovered at a later date, the item will be returned, at the Contractor's expense, to Contractor. At OCPS's own option, Contractor shall either provide an approved replacement, or provide a full credit for the returned product. Contractor shall not assess any additional charge(s) for any conforming action taken by OCPS under this clause.
3. **Manufacturer Certification**
Contractor must provide a letter signed by the manufacturer, on manufacturer letterhead, certifying that Contractor is an authorized dealer and in good standing.
4. **Delivery Charges**
Contractor **must include** in the percentage discount all inside delivery charges for delivery within Orange County, Florida on the Bid Price Sheet. No separate delivery charges will be accepted.
5. **Protecting Covering**
Contractor shall provide adequate protection along the delivery path to prevent damage to walls, floors, doors, fixtures, etc. Materials used for protection shall be those specifically designed for this purpose.
6. **Balance of Line**
The "balance of line" shall include other manufacturers that are not requested in this Bid, but are within the scope of products available from the Contractor. Contractor is to state the percent of discount from their full-line catalogs. Zero (0%) discounts will not be accepted. Contractor must bid a single firm fixed percentage discount, ex; 14% is acceptable, 14.075% is NOT.
7. **Installation**
The price sheet will allow for installation services, all installation fees will be a percentage of the cost of the discounted price. Installation and assembly is required by the Contractor when necessary.
8. **Quotes**
All quotes submitted to OCPS shall clearly identify the list price, discount percentage, unit price and the extended price.
9. **Additional Contractors:** OCPS reserves the right to increase the pool of prequalified Contractors to provide the services included in this Bid. If deemed necessary by OCPS and subject to approval, additional Contractor's will be added to the pool of awarded Contractors. Regardless as to the year a Contractor is added to the pool of awarded Contractors, all awards will be terminated at the end of this Bid.
10. **Area Representative**
Contractor must indicate on the Bid Price Sheet the name, phone number and email address, of the Contractor's representative(s) who will provide quotes and will be available for consultations when requested and provide assistance with any order issues. This information will be provided to OCPS staff to use when requesting quotes.

It is the Contractor's responsibility to update their sales representative contact information for the duration of this Bid by notifying OCPS Procurement Services of any changes.

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

ITB2204110 Furniture

GENERAL TERMS AND CONDITIONS

1. Definitions

The School Board of Orange County, Florida may be referred to as "Board", "School Board", "District," or "OCPS" herein

The term "Contractor" shall refer to the company, individual, or organization that responds to this Bid and/or is awarded this Bid.

2. **Length of Contract and Renewals:** The intent of this Bid is to establish a contract for an initial period of **five (5) years** from the date of award by the OCPS School Board with **five (5) additional one-year** renewal options at the same prices, terms, conditions, and specifications upon mutual agreement by OCPS and the Contractor. Renewals must be in writing, with the signature of the Contractor's authorized representative and OCPS.

3. **Cancellation:** OCPS reserves the right to cancel this Invitation to Bid, in whole or in part, when it is in OCPS' best interest. Notice of cancellation will be posted on the OCPS VendorLink site.

4. **Bid Submission:** Bid submittals are due at the date and time indicated on the Contractor Acknowledgement Form or as amended in the form of an addendum issued by Procurement Services.

All solicitations and supporting documents will be posted on VendorLink at www.vendorlink.ocps.net. It is the sole responsibility of interested parties to monitor VendorLink for solicitation opportunities and updates.

It is the sole responsibility of the Contractor to ensure that their Bid response is submitted through VendorLink no later than the time and date specified in the Bid or subsequent addenda. The Contractor is responsible for allowing adequate time to upload their submittal on VendorLink. If technical difficulties arise during submission of the Bid response, it is the Contractor's responsibility to contact VendorLink technical support at support@evendorlink.com. OCPS shall not be responsible for delays caused in any occurrence. Submittals sent by mail, facsimile, electronic mail, telephone, or any other means not specified herein will not be accepted. Bid submittals may not be withdrawn after the bid due date. All Bid submissions must be transmitted electronically through VendorLink at www.vendorlink.ocps.net. Acceptable file formats for upload are Microsoft Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats and printing must be enabled on all files submitted. Once the Bid response is submitted, a confirmation email will be sent with the number and name of documents uploaded.

5. **Execution of Bid Submittal:** Each Bid submittal must include the signature of an officer or employee having authority to bind the Contractor in the space(s) provided. Only the terms and conditions of this Bid, as released by OCPS or amended via addendum, are valid. Any modification to any term or condition by the Contractor is not binding unless it is expressly agreed to in writing by OCPS.

6. **Interpretation of Bid Documents:** No interpretation of the meaning of this Bid document or correction of any ambiguity, inconsistency, or error therein will be made verbally to any party. All requests for an interpretation or clarification of this Bid, and any subsequent addenda, or correction of any apparent ambiguity, inconsistency, or error will be addressed in writing by the OCPS Procurement Services Representative. Inquiries must reference the date of Bid opening, Bid title, and Bid number. Interpretation of the Bid, clarification of Bid specifications, and changes to the Bid shall be communicated by written addenda only. Only the written interpretation or correction given by the Procurement Services Representative shall be binding. Verbal responses shall be considered inadmissible in Bid protest proceedings. Contractors are advised that no other source is authorized to interpret, explain, clarify or give information regarding the Bid documents. Written addenda shall be signed by the Contractor and returned with the Bid submission. Failure to return such addenda may constitute cause for rejection of a Bid submittal.

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

ITB2204110 Furniture

7. Public Records:

OCPS is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law.

7.1. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE OCPS CUSTODIAN OF PUBLIC RECORDS AT 407.317.3965, RECORDS@OCPS.NET, ORANGE COUNTY PUBLIC SCHOOLS, RECORDS MANAGEMENT, P.O. BOX 271, ORLANDO, FL 32802.

7.2. The Contractor acknowledges its legal obligation to comply with Section 119.0701, Florida Statutes. The Contractor shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, which would be required to be kept and maintained by OCPS in order to perform the scope of services. The Contractor shall comply with all requirements for retaining public records and shall transfer, at no cost to OCPS, all public records in the possession of the Contractor upon a request for such public records. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

7.3. A request to inspect or copy public records relating to OCPS' contract for services must be made directly to OCPS' Custodian of Public Records. If OCPS does not possess the requested records, OCPS' Custodian of Public Records shall immediately notify the Contractor of the request. The Contractor must provide a copy of the records to OCPS 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. If the Contractor does not timely comply with OCPS' request for records, OCPS shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

7.4. Should the Contractor fail to provide the requested public records to OCPS within a reasonable time, the Contractor understands and acknowledges that it may be subject to penalties under Sections 119.0701(3)(c) and 119.10, Florida Statutes.

7.5. The Contractor shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of this Agreement term and following the completion, expiration, or termination of same if the Contractor does not transfer the records to OCPS. Upon completion, expiration, or termination of this Bid, the Contractor shall transfer, at no cost to OCPS, all public records in its possession or keep and maintain public records required by OCPS to perform the services. If the Contractor transfers all public records to OCPS, the Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion, expiration, or termination of this Bid, the Contractor shall meet all applicable requirements for retaining public records and provide requested records to OCPS pursuant to the requirements of this Article. All public records stored electronically must be provided to OCPS in a format that is compatible with the information technology systems of OCPS.

8. Non-Collusion: The prices in the Contractor's submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Contractor or with any competitor.

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

ITB2204110 Furniture

9. **Conflict of Interest:** In addition to full and complete adherence to the requirements provided in Section 112.313, F.S., all Contractors must disclose the name of any officer, director, agent, or representative who is also an employee of OCPS, who knowingly owns, directly or indirectly, any interest of any amount in Contractor's company, firm, or business, or who derives income of any kind from Contractor's company, firm or business.
10. **Bid Protests:** In accordance with OCPS School Board Policy DJE and Chapter 120, Florida Statutes, any person who is adversely affected by the terms, conditions, or specifications set forth in this Bid or who is adversely affected by a decision of OCPS concerning the solicitation shall file a Notice of Intent to Protest, in writing within 72 hours after the solicitation document is posted or after the notice of decision is posted, respectively, excluding Saturdays, Sundays, and state holidays. A formal written protest shall be filed no later than 10 days after the Notice of Intent to Protest is filed, excluding Saturdays, Sundays, and state holidays. The formal written protest must be accompanied by a protest bond, cashier's check, or money order in the amount of one percent (1%) of the total estimated contract value. The estimated contract value of this Bid is \$10,000,000.

The Notice of Intent to Protest and formal written protest shall be filed at the following address:

Senior Director, Procurement Services
445 West Amelia Street
Orlando, Florida 32801

The formal written protest shall state, with particularity, the facts and law upon which the protest is based. Failure to file a Notice of Intent to Protest, formal written protest, or failure to post the bond, cashier's check, or money order within the time frames or in the manner described above shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

11. **No-Contact Period / Lobbying:** In accordance with School Board Policy KCE, During the No Contact Period, no Lobbyist, Principal, Business Associate, Business Entity, Vendor or other person may lobby a Board Member, the Superintendent, any Procurement Official or any OCPS employees except: (a) any designated Procurement Official or Officials who may be identified in the procurement documents for purposes of receiving questions or clarifications or for receiving bid protests; and (b) a Board Member, the Superintendent, any Procurement Official or any OCPS employee who is lobbied on issues or matters unrelated to the procurement of goods and services which are subject to the No Contact Period.

The No-Contact Period shall commence on the initial date of the advertisement for this Bid and continue through and include the date the School Board makes its determination to approve or reject the final recommendations. Failure to meet any of these requirements may disqualify the Contractor from consideration.

12. **Laws and Regulations:** Applicable provisions of all federal, state, county, and local laws, and all ordinances, rules, and regulations shall govern the development, submittal, and evaluation of all Bids received in response hereto and shall govern any and all claims and disputes which may arise between the Contractors submitting a response hereto and OCPS by and through its officers, employees, and authorized representatives, or any other persons, natural or otherwise; and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.
13. **Patents, Copyrights, and Royalties:** The Contractor, without exception, shall indemnify, defend, and hold harmless The School Board of Orange County, Florida and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the OCPS. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception its Bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

ITB2204110 Furniture

14. **Marketing/Advertising:** By submitting or being awarded this Bid, Contractor agrees not to use the results as a part of any marketing and/or commercial advertising using OCPS' name, logos, etc. without the express written consent of the District.
15. **Purchases by Other Public Agencies/Piggyback:** With the consent and agreement of the Contractor, purchases may be made under this solicitation and resulting contract by other governmental agencies, political subdivisions within the State of Florida, or any other public entity. Such purchases shall be governed by the same terms and conditions stated herein. Further, it is understood that each agency will issue its own purchase order to the Contractor. This agreement in no way restricts or interferes with the right of any other public agency to rebid any or all of these items.
16. **Right to Use Existing Contracts / Non-exclusivity:** OCPS reserves the right to utilize any other contract, including, but not limited to, the following: any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system, cooperative agreements, or to directly negotiate/purchase per OCPS policy and/or Rule 6A-1.012, Florida Administrative Code. OCPS also reserves the right to bid separately any item(s) and/or service(s) covered under this agreement, if deemed to be in the best interest of OCPS, at any time during this agreement term.
17. **Public Entity Crimes:** Section 287.133(2)(a), F.S., as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted contractor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to any public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of 36 months from the date of being placed on the convicted contractor list.
18. **Bankruptcy / Insolvency:** At the time of Bid submission, Contractor shall not be in the process of or engaged in any type of proceedings relating to insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If Contractor is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency, or receivership thereafter, OCPS may, at its option, terminate and cancel the Agreement, in which event all rights hereunder shall immediately cease and terminate.
19. **Termination:** OCPS reserves the right to terminate the award as a result of this Bid, or any part herein, without cause or penalty. OCPS will notify the Contractor of the intent to terminate, in writing, a minimum of thirty (30) days prior to the effective date of termination, and the agreement will officially terminate at the end of the thirty (30) day grace period. Termination or cancellation of the Bid will not relieve the Contractor of any obligations for any deliverables entered into prior to the termination of and/or obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the agreement.
20. **Right to Reject:** OCPS reserves the right to reject any or all Bid(s), to waive minor irregularities and/or to accept the Bid(s), which in its sole judgment best serves the interest of OCPS.
21. **Extension:** In addition to any renewal options contained herein, OCPS has the right to extend any award resulting from this Bid for the period of time necessary for OCPS to release, award, and implement a replacement agreement for the commodities and/or contractual services provided in this Bid. Such extension shall be based upon the same prices, terms, and conditions set forth in this Bid.
22. **Method of Ordering:** The Contractor shall only fill orders for commodities and/or services upon receipt of an authorized purchase order issued by OCPS, or an OCPS Purchasing Card. All orders will be initiated on an as-needed basis throughout the term of this Bid. Orders shall be promptly filled and delivered to the location specified on the purchase order.

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AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

ITB2204110 Furniture

23. **Invoicing:** The Contractor is required to submit all Invoices referencing a valid OCPS purchase order number for all requests for payment. Unless otherwise noted, invoices shall be mailed directly to The School Board of Orange County Florida, Accounts Payable, P.O. Box 4984, Orlando, Florida 32802-4984.

It is the sole responsibility of the Contractor to ensure that an invoice corresponds to its applicable purchase order and to resolve any discrepancies by notifying the point of contact person listed on the attention line under the ship-to area of the purchase order prior to submitting the invoice for payment.

Any invoice submitted as a result of the award of this Bid shall be itemized matching the items on the purchase order. "Lump sum" invoices shall not be submitted and will not be accepted for multiple line purchase orders.

An invoice can only reference one purchase order number. Invoices which do not reference valid purchase order numbers will be returned to the Contractor for resolution of the discrepancies and resubmitted. OCPS will only pay the dollar amounts authorized on the purchase order. All statements must reference valid purchase order numbers.

24. **Payment:** OCPS will only pay the dollar amounts as authorized on the purchase order. Payment will be made according to Chapter 218, F.S., Local Government Prompt Payment Act, after the commodities or contractual services provided by an the Contractor have been received, inspected, and found to comply with award specifications, free of damage or defect, and properly invoiced. Payment for partial shipments shall not be made unless specified in the purchase order. Failure to follow these instructions may result in delay in processing invoices for payment. The purchase order number must appear on Invoices, bills of lading, packages, cases, delivery lists, and correspondence.
25. **Availability of Funds:** The obligations of OCPS under this Agreement are subject to the availability of Funds lawfully appropriated for its purpose by the State of Florida and OCPS.
26. **Contractor's Representative:** Contractor must provide a point of contact for the term of this Bid to include the name, email address, office telephone, and cell phone numbers of the person(s) to be contacted for the placement of an order, coordination of services, and to address other issues. If the point of contact differs for regular work-hours and after- hours, weekends, and holidays, this must be provided. The Contractor must provide OCPS Procurement Services with any updates to the primary point of contact. OCPS reserves the right to require a change in the Contractor's point of contact at the District's sole discretion.
27. **Assignment:** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this agreement, or of any or all of its rights, title, or interest therein, or its power to execute such agreement to any person, firm, or corporation without prior written authorization by OCPS.
28. **Silence of Specifications:** Any omissions of detail in the specifications stated herein that would render the commodities from use, as specified herein, will not relieve Contractor from responsibility.
29. **Anti-Discrimination:** The School Board of Orange County, Florida, does not discriminate in admission or access to, or treatment or employment in its programs and activities, on the basis of race, color, religion, sex, national origin, disability, age, marital status, sexual orientation, gender identity or expression, genetic information, or any other reason prohibited by law.
30. **Equal Employment Opportunity:** OCPS is committed to assuring equal opportunity in the award of contracts and therefore complies with all laws prohibiting discrimination based on race, color, religion, sex, national origin, disability, age, marital status, sexual orientation, gender identity or expression, genetic information, or any other reason prohibited by law.

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

ITB2204110 Furniture

31. **Fingerprinting / Jessica Lunsford Act:** The Contractor and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005, "Non-Instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under contract with a school or the school board." See Section 1012.465, F.S. Any cost associated with compliance of the Jessica Lunsford Act shall be at the sole expense of the Contractor.
32. **Audit and Inspection:** OCPS or its representatives reserves the right to inspect and/or audit the Contractor's documents and records as they pertain to the products and services delivered under this Bid. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents or records in any form shall be open to OCPS' representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between OCPS and the Contractor.
33. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless OCPS, its board members, employees and representatives from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses including attorney's fees of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Contractor or its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole gross negligence or intentional misconduct of OCPS.
- Nothing in this Bid shall be deemed to affect the rights, privileges, or be deemed a waiver of, or limitation of OCPS' sovereign immunity protection and limitations of liability pursuant to Section 768.28, F.S. Any indemnity or assumption of liability by OCPS hereunder shall be subject to OCPS' rights to sovereign immunity and any other limitations of liability provided OCPS pursuant to Florida law.
34. **Governing Law and Venue:** Any and all legal actions associated with this agreement will be governed by the laws of the State of Florida. Venue for any litigation involving this Bid shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this agreement. In the event that a legal proceeding is brought for the enforcement of any term of the agreement, or any right arising wherefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

All questions concerning the validity, operation, interpretation, construction, and enforcement of any terms, covenants, or conditions of this agreement shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

35. **Preference to Florida Businesses:** In accordance with Section 287.084(1)(a), F.S. when a school district is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive Bid, proposal or reply is by a Contractor whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, then the district shall award an equal preference to the lowest responsible and responsive Contractor having a principal place of business within Florida. In a competitive solicitation in which the lowest Bid is submitted by a Contractor whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to Contractors

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

ITB2204110 Furniture

having a principal place of business in that state, the preference to the lowest responsible and responsive Contractor having a principal place of business in the State of Florida shall be 5 percent.

A Contractor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Section 287.084(2), F.S.

The Contractor must complete the form titled "Contractor's Statement of Principal Place of Business" and include with Bid submittal.

36. **Contracts and Amendments:** The contents of this Bid and all provisions of the Contractor's submittal shall be considered an agreement and become legally binding. Any changes to the provisions herein after award must be in writing and signed by both parties.
37. **Compliance with Laws and OCPS Policies and Procedures:** Contractors are required to be familiar with all Federal, State and local laws, ordinances, rules and regulations that may affect their work in any manner to include OCPS School Board Policies which are available for review at <https://www.ocps.net/cms/one.aspx?pageId=90745>. Failure on the part of the Contractor to be aware of any law, ordinance, rule or regulation will in no way relieve him from any responsibility or liability arising from the contract award. The Contractor assures and certifies that they will comply with all laws, ordinances, rules, regulations and all other legal requirements. The Contractor shall abide by all OSHA, NFPA and ADA regulations pertaining to the hazards associated with the project, such as fall protection, lockout/tag-out, PPE, safety barricades, portable fire suppression / extinguishers, job site first aid kits and emergency communication. Any fines levied due to inadequacies or failure to comply with all requirements shall be the sole responsibility of the Contractor.
38. **FERPA:** To the extent Services provided hereunder pertain to the access of student information, Contractor shall adhere to all standards included in Sections 1002.22 and 1002.221, Florida Statutes (the Protection of Pupil Privacy Acts), 20 U.S.C. §1232g - the Family Educational Rights and Privacy Act (FERPA), the federal regulations issued pursuant thereto (34 CFR Part 99), and/or any other applicable state or federal law or regulation regarding the confidentiality of student information and records. Further, Contractor, and its officers, employees, agents, and representatives, shall fully indemnify and hold OCPS harmless for any violation of this provision including, but not limited to, defending OCPS and its officers, employees, agents, and representatives against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon OCPS, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon OCPS arising out of the breach of this provision by Contractor, its officers, employees, agents, or representatives, to the extent that the Contractor, or its officers, employees, agents, or representatives, shall either intentionally or negligently violate this provision, Sections 1002.22 and 1002.221, Florida Statutes, or other applicable state, local, or federal laws, rules, or regulations. This provision shall survive the termination of or completion of all performance obligations under this agreement, and shall remain fully binding upon Contractor. A separate Non-Disclosure Agreement may be required.
39. **HIPAA, CIPA, and GLBA:** Contractor agrees to comply with all applicable state and federal laws, regulations, and OCPS policies including Privacy Rights of Students, Computer Users' Responsibilities, Security of Computing Resources, Security of Data, Privacy of Computing Resources, Health Information Privacy and Accountability Act (HIPAA), Children Internet Protection Act (CIPA), and the Gramm-Leach Bliley Act (GLBA).
40. **Prohibition Against Contracting With Scrutinized Companies:** The Contractor certifies by executing its Bid submission that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with OCPS for goods and services pursuant to Section 287.135.

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Specifically, by executing this bid submittal the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

If the Bid submittal is for an amount of one million dollars (\$1,000,000) or more, the Contractor certifies that it is not (1) on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes and/or (2) engaged in business operations in Cuba or Syria.

OCPS reserves the right to terminate the award of this Bid if the Contractor

- a. Submitted a false certification of its eligibility to bid on, submit a proposal for, or enter into or renew a contract with OCPS for goods or services pursuant to Section 287.135, Florida Statutes; and/or
- b. Became ineligible to contract with OCPS for goods or services pursuant to Section 287.135, Florida Statutes subsequent to receiving the Award/Agreement/Contract from OCPS.

Should OCPS terminate the Bid due to falsification of eligibility, OCPS reserves the right to pursue any and all available legal remedies against the Contractor, include but not limited to the remedies described in Section 287.135, Florida Statutes.

Should OCPS terminate a contract due to post-award ineligibility, the Contractor shall be paid only for the funding-applicable work completed as of the date of the termination.

Unless explicitly stated in this section, no other damages, fees, and/or costs may be assessed against OCPS for its termination of the Bid pursuant to this section.

41. **Florida Department of State, Division of Corporations Registration Requirements:** Contractors who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and a screen shot of their "active" status. All registered Contractors must have an active status in order to be eligible to do business with OCPS. Contractors doing business under a fictitious name, on page 1, must submit their offer using the company's complete registered legal name; example: ABC, Inc. d/b/a XYZ Company.

If the Contractor is not located in Florida, the Contractor must provide their state's document number and a screen shot of their current, date-identified "active" status with their submittal.

42. **State Term Contracts:** In accordance with Section 1010.04, F.S., purchasing agreements and state term contracts available under Section 287.056, F.S. have been reviewed to determine if they suit the needs of the district and/or provide an economic advantage.
43. **Taxes:** OCPS is exempt from and does not pay Federal Excise or State of Florida Sales taxes.
44. **Confidential, Proprietary, or Trade Secret Material:** If the Contractor considers any portion of the documents, data, or records submitted in response to this Bid to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the Contractor must also simultaneously provide the OCPS with a separate redacted copy of its response. The redacted copy shall contain the OCPS solicitation name, number, and the name of the Contractor on the cover, and shall be clearly titled "Redacted Copy." The Contractor must also include next to each redaction the statutory basis for the exemption. The Redacted Copy shall be provided to OCPS at the same time the Contractor submits its response to the Bid and may only exclude those exact portions which are claimed confidential, proprietary, or trade secret.

The Contractor shall be responsible for defending its determination that the redacted portions of its

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response are confidential, trade secret or otherwise not subject to disclosure. Further, the Contractor shall protect, defend and indemnify OCPS for any and all claims from or relating to the Contractor's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.

If the Contractor fails to submit a Redacted Copy with its response, OCPS is authorized to produce the entire documents, data or records submitted by the Contractor in response to a public records request for these records.

45. **Favored Nation Clause:** Based on similar size and quantity, it is understood that the Contractor is providing OCPS the same or better pricing than other districts and governmental agencies. If during the term of this agreement, OCPS identifies better pricing for the same item, the Contractor agrees to offer the District the reduced price.
46. **Liquidated Damages:** The Contractor agrees to the use of Liquidated Damages in the event the Contractor fails to perform in accordance with the provisions herein. On the occasion where the Contractor has been found to be in default of Agreement, or any material provision thereof, or fails to remedy any deficiency in performance, OCPS may procure the necessary supplies or services from an alternative source and hold the Contractor financially responsible for any excess costs incurred. The difference between the Bid price of the product or service and the actual price paid may be deducted from any current or future obligations owed to the Contractor.
47. **Force Majeure:** Neither Party shall be liable for any failure or delay in performing any duty, requirement, or obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, epidemic, pandemic, quarantine, riots, civil commotion, acts of government authorities, changes in laws or regulations strikes, or other labor disputes, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense.
48. **Report of Unsatisfactory Products and/or Services:** A Vendor Performance Report form will be utilized to document unsatisfactory performance during the term of this Bid. The report may become an important part of the Contractor's history. The report and process will assist OCPS to determine whether there is a continuing pattern of problems which may need to be addressed through termination of contract and/or suspension of the Contractor from future Bidding.
49. **E-Verify:** By submitting a Bid response with OCPS, Contractor is obligated to comply with the provisions of Section 448.095, Florida Statute, "Employment Eligibility." Further, by execution of this Agreement, Contractor affirms and represents that it is registered with, and uses, the E-Verify system, and will continue to using the E-Verify system. Compliance with Florida Statutes Section 448.095 includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.
50. **Data Confidentiality:** The Contractor shall implement appropriate measures designed to ensure the confidentiality and security of student information and confidential data, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to OCPS or an individual identified with the data or information in Contractor's custody.
51. **Rights in Data:** OCPS is and will remain the owner of all data provided to Contractor by the OCPS pursuant to this Contract. Contractor will not use such data for any purpose other than providing services and support to customer under this Contract, nor will any part of such data be sold, assigned, leased or otherwise disclosed to third parties (other than authorized subcontractors for purposes of

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performance of the Services) or commercially exploited by or on behalf of Contractor. Contractor will not possess or assert any lien or other right against such data.

52. **Non-Disclosure:** Each party is permitted to disclose the other party's Confidential Information to its employees, authorized subcontractors, agents, consultants and auditors on a need to know basis only.
53. **Data Transmission:** Contractor agrees that any and all transmission or exchange of system application data with OCPS and/or any other parties shall take place via secure means using current industry approved encryption standards.
54. **Data Security:** Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, etc.). In situations where the Contractor will be collecting and/or storing personally identifiable information (PII), protected health information (PHI), financial or other sensitive data, a SOC 2 Type II report shall be made available upon request by OCPS.
55. **Data Storage and Backup:** The Contractor agrees that any and all OCPS data will be stored, processed, and maintained solely on designated servers and that no OCPS data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by an OCPS officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the OCPS Chief Information Security Officer for any general or specific case. Contractor agrees to store all OCPS backup data stored as part of its backup and recovery processes in encrypted form.
56. **End of Agreement Data Handling:** Contractor agrees that upon termination of this Agreement, or future agreement between the parties for similar services and upon request from OCPS, it shall return to OCPS all data provided by to OCPS in a useable electronic form, and erase, destroy, and render unreadable all OCPS data in its entirety in accordance with DoD 5220.22-M in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within thirty (30) days of the termination of this Agreement or within seven (7) days of the request of an agent of OCPS, whichever shall come first.
57. **Data Breach:** Contractor agrees to comply with the State of Florida Database Breach Notification Act set forth in Section 501.171, F.S. In the event of a breach described in Section 501.171, F.S. ("Notification Event"), Contractor will notify OCPS immediately and will comply with the requirements of Section 501.171, F.S. assume responsibility for all costs associated with complying with the breach notification and informing all such individuals in accordance with applicable law. Contractor agrees to indemnify, hold harmless and defend OCPS and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
58. **Mandatory Disclosure of Confidential Information:** If either party becomes compelled by law or regulation (including securities laws) to disclose any information which applicable law or this Agreement requires be held confidential, then such party will provide the other party with prompt written notice so that such other party may seek an appropriate protective order or other remedy. If a remedy acceptable to the party whose Confidential Information is at issue is not obtained by the date that the party subject to the disclosure requirement must comply with such requirement, then such party will furnish only that portion of the Confidential Information that it is legally required to furnish, and to the extent allowed by law, such disclosing party shall require any recipient of the Confidential Information to exercise commercially reasonable efforts to keep the information confidential.

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59. **Remedies for Disclosure of Confidential Information:** Both parties acknowledge that unauthorized disclosure or use of the Confidential Information may irreparably damage the party whose Confidential Information is disclosed in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the affected party the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief. Each party further grants the other party the right, but not the obligation, to enforce these provisions in its name against any of such party's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.
60. **Safekeeping and Security:** As part of the services provided under this Agreement, Contractor will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers and similar security codes and identifiers issued by OCPS to Contractor's employees, agents or subcontractors, if any. Contractor agrees to require its employees to promptly report a lost or stolen access device or information. The Contractor will not knowingly permit any of Contractor's personnel to have access to any OCPS facility, records, or data of OCPS if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. §1829(a); or (ii) a felony. Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five (5) years in order to verify the above. Contractor shall assure that all agreements with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations. No subcontractors may be used without prior written consent of OCPS.
61. **Request for Additional Protection:** From time to time, OCPS may reasonably request that Contractor modify or increase its protection of the confidentiality of certain Confidential Information as necessary to ensure that confidentiality is maintained. Such modifications to the methods or manners by which the Confidential Information is maintained will be mutually agreed upon by the parties in a written amendment to this Agreement. Contractor shall not unreasonably decline OCPS' request.
62. **Notice:** Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Contractor designates the address set forth on the first page of this bid document as its place for receiving notice, and OCPS designates the following address for such notice:

The School Board of Orange County, Florida
Attention: Procurement Services
445 West Amelia Street
Orlando, FL 32801
Telephone: 407-317-3988
Email: procurement@ocps.net

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SPECIAL CONDITIONS

1. **Award:** Award shall be made to the lowest, responsive, responsible Contractor(s), meeting the specifications with consideration being given to the specific quality of the product, conformity to the specifications, and suitability to OPCS needs, delivery terms, qualifications, and past performance. OPCS reserves the right to make multiple awards in its best interest.

OCPS reserves the right to make award(s) by individual item, group of items, and all or none or a combination thereof; to reject any and/or all bids; and to waive any minor irregularity or technicality. Payment discounts will not be considered for bid evaluation purposes, but may be considered in the event of a tie.
2. **Secondary Quoting:** OPCS reserves the right to obtain quotes from all awarded Contractors of this Bid as defined in OPCS School Board policy DJB, Purchasing Procedures. OPCS reserves the right to request additional itemized supporting documentation for materials, labor, equipment rental and subcontracting as deemed necessary.
3. **Price Reduction:** If from date of Bid opening the Contractor(s) bids the same products at a lower price than offered to OPCS or reduces the bid price of the product, the lowest of these reduced prices will be extended to OPCS. If during the course of the contract, the manufacturer or distributor reduces the price on the awarded item(s), OPCS reserves the right to receive the lowest price offered on the open market.
4. **Price Adjustments:** Prices offered shall remain firm through the initial period of this Bid. A request for price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days prior to the anniversary date of the Bid award. Price adjustments must have written approval from OPCS Procurement Services prior to invoicing. Any purchase orders issued by OPCS prior to the approval of the price increase will not be modified. Any unit price adjustment invoiced without written approval from OPCS shall not be paid and the invoice returned to the Contractor for correction. Requests for price adjustments shall not exceed the percentage of change in the Consumer Price Index (CPI) for the previous twelve months. The CPI shall not be seasonally adjusted. OPCS reserves the right to request a reduction in contract prices equal to the percentage of change of the CPI in the event of a reduction. Contractor shall not be entitled to an increase in labor rates due to the minimum wage increase without providing a request for adjustment at a minimum 30 days' prior to the effective change.
5. **Discount:** Percentage discounts shall be discounts from the Manufacturer Suggested Retail Price (MSRP). All quotes provided to OPCS must clearly identify the MSRP, the OPCS purchase price, and the percentage discount. OPCS reserves the right to request reports of purchases made to verify the contracted discounts are applied.
6. **Manufacturer's Name and Approved Alternates:** Any manufacturer's names, trade names, brand names, information, and/or catalog numbers listed in a specification are for information and not intended to limit competition. If the Bid allows equivalent products, each the Contractor shall indicate with the Bid submission the manufacturer's name and model number and complete specifications. OPCS reserves the right to determine acceptance of item(s) as an approved alternate. Bid submittals that do not comply with these requirements may be subject to rejection. If the manufacturer's model number for the items specified herein is incorrect, has changed, or is no longer available and has been replaced with a new updated model and specifications, the Contractor shall notify OPCS Procurement Services in writing.
7. **Samples:** Samples of items, when required, must be furnished at no cost to OPCS and may be returned at the Contractor's expense. Each individual sample must be labeled with the Contractor's name, manufacturer's brand name, Bid name, Bid number and line item from the Bid. Failure to deliver required samples or to identify samples clearly as indicated may be cause for rejection of the Bid submittal.

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8. **Safety Data Sheet:** A Safety Data Sheet (SDS) must be submitted with the Bid submittal for all hazardous materials and chemicals or at the request of OCPS. Failure to submit the required SDS may be cause for rejection of the bid submittal.
9. **Facilities:** OCPS reserves the right to inspect the Contractor's facilities at any time with or without prior notice and may use the information obtained in determining whether the Contractor is responsible in the performance of this Bid.
10. **Packing List:** All products shipped shall require proper packaging to ensure they are received free from damage. All shipments will include an Itemized list of each package contents and reference the OCPS' purchase order number. No charges will be allowed for cartage or packing unless agreed upon by OCPS prior to shipment.
11. **Inspections and Testing.** The School Board will have the right to expedite, inspect, and test any of the goods or services covered under this Bid. All goods or services are subject to the School Board's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Contractor's risk. Such inspection, or the waiver thereof, however, will not relieve the Contractor from full responsibility for furnishing goods or work conforming to the requirements of this Bid or the Bid Specifications, and will not prejudice any claim, right, or privilege the School Board may have because of the use of defective or unsatisfactory goods or work.
12. **Stop Work Order:** The School Board may at any time by written notice to the Contractor stop all or any part of the work for this Bid award. Upon receiving such notice, the Contractor will take all reasonable steps to minimize additional costs during the period of work stoppage. The School Board may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the Bid terms and conditions.
13. **Delivery:** The Contractor shall be responsible for delivery of all items in good condition at the delivery location on each purchase order. Deliveries shall be made during OCPS' normal operating hours. There will be no deliveries made on Saturdays, Sundays, or holidays unless coordinated with Contractor in advance. It shall be the responsibility of the Contractor to coordinate the jobsite delivery and placement of materials required for completion of the project with the assigned OCPS representative. Contractor shall file with the carrier all claims for breakage and other losses. OCPS shall document packages that are not received in good condition. In the event the commodities and/or contractual services are found to be defective or do not conform to specifications, OCPS reserves the right to cancel the order upon written notice to Contractor and return the product at Contractor's expense.
14. **Freight Terms:** Bid prices shall include inside delivery, Free on Board (F.O.B.) destination, freight prepaid and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving site designated on the purchase order. Contractor pays and bears all freight related charges, owns goods in transit, and files any claims.
15. **Warranty:** All goods and services furnished by the Contractor, relating to and pursuant to this Bid will be warranted to be free of defects, meet or exceed the specifications contained herein, and fit for the intended use. In the event of breach, the Contractor will take all necessary action, at the Contractor's expense, to correct such breach in the most expeditious manner possible.
16. **Bid and Performance Bonds:** Bid bonds, when required, shall be submitted with the Bid submittal in the amount specified. Bid bonds will be returned to un-awarded the Contractors. After acceptance of a Bid submittal, OCPS may notify the Contractor to submit a performance bond. Upon receipt of the performance bond, the bid bond will be returned to the Contractor.
17. **Protection of Persons and Property:** Precautions will be exercised at all times for the protection of persons and property. Barricades will be provided by the Contractor at its expense when work is

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performed in areas traversed by persons or vehicles. The Contractor shall conform to any safety requirements deemed necessary by The Occupational Safety and Health Administration (OSHA) requirements and by OCPS Representative to insure that safety of all students, staff, and community members.

Contractor shall at all times guard from damage or loss to property of OCPS and shall replace or repair any loss or damage unless such is caused by OCPS, other Contractor s. OCPS may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the Contractor or its agents.

18. **Removal of Debris:** The Contractor shall be responsible for the prompt removal of all debris from the worksite, which is a result of its activities. Contractor shall not use the trash receptacles located on OCPS property. Any debris left at the worksite must be removed within 24 hours' notice from OCPS. Contractor assumes all liability for accidents that may occur due to any debris, equipment, tools, and worksite hazards.
19. **Site Access:** To the extent services awarded under this Bid require the Contractor to be provided keys or security access badges by the district, if these items are lost, the Contractor will be responsible for the entire cost of replacement keys and the cost to rekey the site. For security purposes, the Contractor shall report the lost or stolen key to OCPS Asset Protection immediately, so that OCPS may take steps to secure the location.

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INSURANCE REQUIREMENTS

At its sole expense, the Contractor shall maintain the following insurance during the term of this Bid and such insurance will apply to the Contractor, its employees, agents, and subcontractors.

1. Commercial General Liability Insurance, including products and completed operations and contractual liability, arising from any and all claims for property damage and bodily injury, including death, from its premises, operations, and products, in an amount not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate. This policy must be endorsed or include The School Board of Orange County, Florida, its board members, employees, and representatives as additional insured using language equivalent to ISO CG2026.
2. Automobile Liability Insurance, including all owned, non-owned, and hired vehicles when used in conjunction with providing Services outlined in this Bid, for property damage and bodily injury, including death, in an amount not less than One Million Dollars (\$1,000,000) each accident. This policy must include The School Board of Orange County, Florida, its board members, employees, and representatives as additional insured.
3. Workers' Compensation Insurance in statutory amounts and Employers Liability in an amount not less than One Million Dollars (\$1,000,000) each accident/disease. This insurance shall apply to all Contractor's employees who will be engaged in the performance of the services in this Agreement.
4. The Contractor agrees to the following as it relates to its obligations and the insurance requirements herein this Bid:
 - 4.1. Insurance Verification: It is a requirement of all Contractors to prove their capacity to provide the required insurance as set forth in this Bid. Contractors are required to provide in its response to this Bid a Certificate of Liability Insurance (Acord 25) matching the specified requirements, which must specify any deductible or retention applicable to the above required insurance. If awarded, the Contractor will then be required to name The School Board of Orange County, Florida as an additional insured as outlined herein and provide a revised Certificate of Liability Insurance at the time of award.
 - 4.2. The Contractor agrees that no services shall begin until proof of insurance is received by OCPS. Receipt of proof of insurance shall not be construed as an approval of the Contractor's insurance or a release or waiver of the Contractor's obligation to maintain the required insurance in this Bid. Upon reasonable request, the Contractor agrees to provide OCPS a copy of its insurance policies, forms and endorsements in its entirety.
 - 4.3. All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI) or higher.
 - 4.4. All insurance shall be primary and not contributory to any other insurance carried by The School Board of Orange County, Florida. This shall also apply to any self-insurance maintained by the School Board of Orange County, Florida.
 - 4.5. The Contractor shall notify OCPS' Risk Management Department within thirty (30) days of any material changes or notice of cancellation the Contractor receives from its insurer on above required insurance.
 - 4.6. To the extent permitted by law, the Contractor's insurance shall contain an endorsement or language waiving any rights to recover from OCPS or its insurance. To the extent that waiver does not respond (whether failure to comply is the Contractor, its agent, or carrier error), the Contractor shall be liable for the costs and expenses incurred by OCPS had such waiver applied.

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- 4.7. Any required insurance that the Contractor self-insures or carries retentions in excess of Ten Thousand Dollars (\$10,000) shall be pre-approved by OCPS's Risk Management Department and referenced in an addendum to this Bid. To the extent any required insurance carries a deductible or self-insured retention (whether with or without OCPS approval), The Contractor shall be responsible for paying claims and expenses within the deductible or self-insured retention on behalf of OCPS (as an additional insured) or reimburse OCPS, when such above required insurance would respond had no deductible or retention been in place.

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OFFICE OF BUSINESS OPPORTUNITY PARTICIPATION GUIDELINES

OCPS is committed to increasing the number of qualified minority, women, and veteran owned Contractors who wish to provide products and services to the District.

For information regarding the District's MWBE, LDB, or VBE programs and/or for LDB certification, contact The Office of Business Opportunity at (407) 317-3739 or visit <http://www.obo.ocps.net>.

OCPS has established the following goals for participation:

- Minority or Women-Owned Business Enterprises (MWBE) - 12%
- Local Developing Businesses (LDB) - 10%
- Veteran Business Enterprises (VBE) - 3%

Minority or Women-Owned Business Enterprises Participation may be provided through the following elements:

- **Business with MWBE and/or LDB and/or VBE ownership:** The amount of participation for this element where the company is certified by agencies accepted by the OCPS as indicated below, the total amount of the order shall be used as the amount of participation.

MWBE, LDB and VBE Contractors must submit valid proof of certification with the Bid response from one of the following entities:

- City of Orlando
- Orange County Government
- State of Florida
- The National/Florida Minority Supplier Development Council (NMSDC/FMSDC)
- The Women Business Enterprise National Council (WBENC)

Each LDB Contractor must submit a valid LDB letter of certification issued by one of the following entities:

- The Greater Orlando Aviation Authority
- Orange County Public Schools LDB Certificate

Each VBE firm shall submit a valid VBE certification issued by one of the following entities:

- The State of Florida
- The United States Department of Veterans Affairs through the Center of Verification and Evaluation (CVE)

- **Sub-contractor participation:** Purchase of products and/or service obtained from minority/women distributors or manufacturers. The amount of participation for this element shall be the relative portion of the total amount of the order in proportion to the percentage of the value for that amount of materials, which is obtained from minority/women distributors or manufacturers. All firms must submit a completed Office of Business Opportunity MWBE/LDB/VBE Subcontractor form. Firms not committing to sub-contracting should so indicate on the form.

CERTIFICATE OF MINORITY/WOMEN PARTICIPATION

Responsibility for determining the status of MWBE, LDB, and VBE participation by Contractor shall be with the OCPS Office of Business Opportunity. After Bid responses have been evaluated, the Office of Business Opportunity will review the submitted documents to determine whether the Contractor has complied with the participation goals contemplated herein.

The Contractor must demonstrate to the satisfaction of the OCPS Office of Business Opportunity prior to the award of the Bid, and throughout the term of the Bid, that the Contractor is complying with the goals for MWBE, LDB, and VBE participation.

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

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If at any time, before or after the award of the Bid, the Contractor determines that they will be unable to comply, the Contractor may request an evaluation of Good Faith by the OCPS Office of Business Opportunity. The Office of Business Opportunity will make an analysis to verify that the Contractor has made diligent, good faith efforts to meet the goals for MWBE, LDB, and VBE participation, but due to circumstances beyond its control, it is not possible for the Contractor to comply.

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Exhibit A

Office of Business Opportunity MWBE/LDB/VBE Subcontractor Participation Form

OCPS has established annual participation goals for the procurement of goods and non-professional services with Minority-Owned & Women-Owned Business Enterprises (MWBEs), Local Developing Businesses (LDBs) and Veterans Business Enterprise (VBEs). For the purpose of calculating the MWBE, LDB, and VBE participation percentages, only those dollars awarded to certified MWBE, LDB, and VBE Contractors will be utilized. Monies contracted or subcontracted to MWBE, LDB, and VBE Contractors are included in the calculation. As a result, Contractors are asked to include certified MWBE, LDB and VBE subcontractor participation information below. If the Contractor has questions regarding a subcontractor's certification, they may contact the OCPS Office of Business Opportunity at (407) 317-3739.

Overall percent of MWBE Subcontractor Participation expected: 0%

Overall percent of LDB Subcontractor Participation expected: 0%

Overall percent of VBE Subcontractor Participation expected: 0%

Please complete the following table by indicating the name of the subcontractor, whether or not they are an MWBE and/or LDB and/or VBE, the type of work or material to be supplied by the subcontractor, anticipated dollar value, and the anticipated percent of the contract value.

Subcontractor	MWBE and/or LDB and/or VBE	Type of Work/Material	\$ Value	% of Contract Value
n/a	n/a	n/a	\$0.00	0%

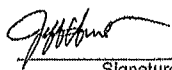
The Contractor agrees to supply all subcontractor payment information to OCPS Office of Business Opportunity. The due date and report format will be established upon award of the Bid.

Library Interiors of Florida, Inc.

Contractor Name

Jeff Hunt - President

Name and Title of Authorized Representative



Signature

June 8, 2022

Date

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

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Exhibit B

DRUG-FREE WORKPLACE CERTIFICATION FORM

In accordance with Section 287.087, F.S., preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bid submittals, which are equal with respect to price, quality and service, are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied Contractors has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

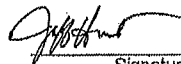
As the person authorized to sign the statement, I certify that this Contractor complies fully with the above requirements.

Library Interiors of Florida, Inc.

Contractor Name

Jeff Hunt - President

Name and Title of Authorized Representative



Signature

June 8, 2022

Date

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INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", "voluntarily exclude", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions", without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a perspective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

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Exhibit C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities*. The regulations were published as *Part IV of the January 30, 1989, Federal Register (pages 4722-4733)*.

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE PREVIOUS PAGE *****

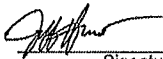
- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Library Interiors of Florida, Inc.

Contractor Name

Jeff Hunt - President

Name and Title of Authorized Representative



Signature

June 8, 2022

Date

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

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Exhibit D

CONTRACTOR'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

Name of Contractor: Library Interiors of Florida, Inc.

Identify state in which Contractor has its principal place of business: Florida

If your principal place of business is the state of Florida, you do not need to proceed any further on this form.

If outside of Florida, identify political subdivision (county or municipality) in which Contractor has its principal place of business:

NOTE: Section 287.084(2), F.S. states that "A vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

LEGAL OPINION REGARDING STATE BIDDING PREFERENCES

(To be completed by the Attorney for an Out of State Contractor, please select one)

☐ Contractor's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that state.

☐ Contractor's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

LEGAL OPINION REGARDING POLITICAL SUBDIVISION BIDDING PREFERENCES

(To be completed by the Attorney for an Out of State Contractor, please select one)

☐ Contractor's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that state.

☐ Contractor's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

Signature of out of state Contractor's attorney: _____

Printed name of out of state Contractor's attorney: _____

Address of out of state Contractor's attorney: _____

Telephone number of out of state Contractor's attorney: _____

Email of out of state Contractor's attorney: _____

Attorney's state(s) of bar admission: _____

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Exhibit E

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned company certifies to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned company certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Library Interiors of Florida, Inc.

Contractor Name

Jeff Hunt - President

Name and Title of Authorized Representative



Signature

June 8, 2022

Date

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

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**Exhibit F
QUESTIONNAIRE**

1. Can your company provide a connection to a PunchOut-enabled eCommerce store?
For more information, visit <https://punchoutcommerce.com/guides/punchout/>
No.

2. Can your company receive cXML orders?
For more information visit <https://documentation.equallevel.com/kb/display/suppliers/cXML+Order+Delivery>
No.

3. Will you be the point of contact for submitting and testing the PunchOut and Order Delivery credentials?
n/a

4. Can you provide a spreadsheet with the item number, item description, and contracted price for the products or services under contract?
No.

5. If you do not use a PunchOut store, please describe how shoppers currently view or learn about your products/services and how they place orders.
Local Sales Representative will consult with Shopper to explore options

and develop a detailed quotation for order processing.

6. Will you be the point of contact for receiving transactions from the EqualLevel marketplace, such as quote requests and orders?
n/a

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FEDERAL GRANTS TERMS AND CONDITIONS

For any services or goods purchased under this Bid that involves, receives or utilizes Federal Grants funding, the following terms and conditions shall be considered a part of the solicitation and resulting award and the Contractor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the award:

1. **Illegal Alien Labor:** The Contractor shall comply with all federal and state laws prohibiting the hiring and continued employment of aliens not authorized to work in the United States. The Contractor must not knowingly employ unauthorized aliens and should such violation occur shall be cause for cancellation of the contract. The Contractor and its subcontractors will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees.
2. **Recovered Materials (2 CFR §200.322) applies to all contracts greater than \$10,000:** The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
3. **Federal Drug Free Workplace:** The Contractor agrees to comply with the drug-free workplace requirements for federal contractors pursuant to 41 U.S.C.A. § 8102.
4. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) applies if contract is greater than or equal to \$100,000:** The Contractor certifies that it has filed the required certification and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The Contractor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
5. **Energy Efficiency / Conservation (42 U.S.C. 6201):** The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended applies to contracts and subgrants in excess of \$150,000.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The Contractor shall report any and all violations to the Federal awarding agency and the Regional Office of the EPA, and notify OCPS concurrently within 30 days of notice of the violation.
7. **Debarment and Suspension:** The Contractor certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. In accordance with 2 CFR part 180 that implement Executive Orders 12549 and 12689. Furthermore, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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8. **Equal Employment Opportunity** During the performance of this Bid, the Contractor agrees as follows:
- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
 - d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a Record Retention and access requirements to all records. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Bid may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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- h. The Contractor will include the provisions of paragraphs A through H in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Contractor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Required Clauses from Federal Emergency Management Agency (FEMA)

Required Clauses from Federal Emergency Management Agency (FEMA) in accordance with 2 C.F.R. § 200.326 AND 2 C.F.R. Part 200, Appendix II, Required Contract Clauses.

The Federal Emergency Management Agency (FEMA) requires that the following terms and conditions be incorporated into this Solicitation as well as into a resulting subsequent Contract. By submitting a response in response to this Solicitation, the Contractor acknowledges and agrees to adhere to the specific requirements of these clauses.

A. Remedies

Remedies for Purchase of Services applies to contracts greater than \$150,000. Failure of the Contractor to provide products within the time specified in the RFP shall result in the following: OCPS shall notify Contractor in writing within five (5) calendar days via the Vendor Performance Form and provide five (5) calendar days to cure. If awarded Contractor cannot provide service, The School Board of Orange County, Florida reserves the right to purchase alternate service. The defaulting Contractor may be responsible for reimbursing the School Board for the price differences.

B. Termination for Cause and Convenience

The performance of work under this Bid may be terminated in accordance with this clause in whole, or from the time in part, whenever the OCPS representative shall determine that such termination is in the best interest of OCPS. Any such termination shall be affected by the delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the District shall have no other obligations to Contractor. Contractor shall be obligated to continue performance of contract services, in accordance with the contract, until the termination date and shall have no further obligation to perform services after the termination date.

The District's Contract Administrator shall notify, in writing, the Contractor of deficiencies or default in the performance of its duties under the awarded contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the District's discretion whether to exercise the right to terminate. Contractor shall not be found in default for events arising due to acts of God.

C. Equal Employment Opportunity

1. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

2. Key Definitions.

a. **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

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funds obtained from the government or borrowed on the credit of the government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- b. **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
3. **Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.
4. The regulation at 41 C.F.R. § 60-1.4(b) requires the insertion of the following contract clause:
 - a. During the performance of this Contract, the Contractor agrees as follows:
 - i. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - iii. The Contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - iv. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - v. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - vi. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule.

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regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- vii. The Contractor shall include the language in (4)(a) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor Issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Contractor. The Contractor shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the administering agency that Contractor may request the United States to enter into such litigation to protect the interests of the United States.

D. Davis Bacon Act and Copeland Anti-Kickback Act

1. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
2. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3145, 40 U.S.C. § 874, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
3. In accordance with the law, Contractor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week.
4. *The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.*
5. Copeland "Anti-Kickback" Act. *In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (NFE) must report all suspected or reported violations to FEMA.*
6. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

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AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

ITB2204110 Furniture

- a. **Contractor.** *The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.*
- b. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

E. Contract Work Hours and Safety Standards Act.

1. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
2. Where applicable (See 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
3. Under 40 U.S.C. § 3702, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week.
4. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clauses concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- a. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause

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set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

- c. Withholding for unpaid wages and liquidated damages. The School Board of Orange County, Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d. Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

F. Rights to Invention Made Under a Contract or Agreement

- 1. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
- 2. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- 3. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

G. Clean Air Act and Federal Water Pollution Control Act

Contracts of amounts in excess of \$150,000 must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

The following provides sample contract clauses concerning compliance for contracts of amounts in excess of \$150,000:

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Clean Air Act

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

H. Debarment and Suspension.

1. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
2. Non-federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
3. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
4. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as Contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the

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non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

5. Specifically, a covered transaction includes the following contracts for goods or services:
 - a. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - b. The contract requires the approval of FEMA, regardless of amount.
 - c. The contract is for federally-required audit services.
 - d. A subcontract is also a covered transaction if it is awarded by the Contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
6. The Following provides a debarment and suspension clause. It incorporates an optional method of verifying that Contractors are not excluded or disqualified:

Suspension and Debarment

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

I. Byrd Anti-Lobbying Amendment

1. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
2. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ 1; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
3. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
4. The following provides a Byrd Anti-Lobbying contract clause:

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Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended):

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

J. Procurement of Recovered Materials

1. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
2. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
3. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:
 - a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
 - b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

K. Additional FEMA Requirements

1. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
2. Changes.

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AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

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To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

3. Access to Records

All non-Federal entities must place into their contracts a provision that all Contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

4. The following provides a contract clause regarding access to records:

Access to Records

The following access to records requirements apply to this contract:

- a. The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract."

L. DHS Seal, Logo, and Flags

1. All non-Federal entities must place in their contracts a provision that a Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
2. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

M. Compliance with Federal Law, Regulations, and Executive Orders

1. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the Contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
2. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used

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to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

N. No Obligation by Federal Government

1. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
2. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract."

O. Program Fraud and False or Fraudulent Statements or Related Acts

1. The non-Federal entity must include a provision in its contract that the Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
2. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement."

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

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441 W. Amelia Street • Orlando, Florida 32801 • (407) 577-5200 • www.ocps.net

ADDENDUM NO. 1

May 31, 2022

ITB2204110 FURNITURE

The original Invitation To Bid (ITB) documents shall remain in full force and effect, except as modified herein, which shall take precedence over any contrary provisions in the prior documents.

This addendum is being issued to address questions received.

The following are questions and answers regarding the above mentioned solicitation:

1. **Question:** Can manufacturers hold this contract and designate dealers from the vendor list? If manufacturers cannot hold the contract, is this a discount off catalog bid where multiple vendors can hold the same manufacturer?
Answer: *Manufacturers can hold the contract if they sell direct. If the manufacturer prefers to work through a dealer, the dealer should submit. Multiple Contractor's may hold the same manufacturer as long as they comply with #3 of the specifications in the bid document.*
2. **Question:** What type of contract are you requesting catalog discount, discount off list price.
Answer: *Discount off manufacturer list price.*
3. **Question:** Please clarify what you are asking for on the manufacturer furniture pricing sheet list.
Answer: *Percentage discount off manufacturer list price.*
4. **Question:** How is this contract awarded?
Answer: *A pool of suppliers will be awarded.*
5. **Question:** When asking for a local representative how close would you like this local representative to be? Should they be located in the county or state?
Answer: *Does not need to be local, just someone who schools can contact to request a quote.*
6. **Question:** BID OPENING DUE DATE/TIME - The VendorLink webpage specified a Bid Opening Due Date/Time on Friday 6/10/22 at 2:00PM. The Invitation To Bid and Contractor Acknowledgement Form (page 1) specified a Bid Due Date & Time on Thursday 6/9/22 at 2:00PM. Please confirm the correct date/time for the bid opening.
Answer: *Thursday, June 9, 2022 at 2:00 PM. VendorLink has been updated.*
7. **Question:** INTERPRETATION OF BID DOCUMENTS (page 4) – If questions must be submitted by May 30, 2022 at 2:00PM, when can we expect a written addenda to be issued?
Answer: *After the question deadline.*
8. **Question:** PRICING (page 15) – Since the Manufacturer's Suggested Retail Price will change over the 5-10 year contract period, are the discounts/installation percentages to remain constant and be applied to MSRP in effect on the date of each quotation?
Answer: *Yes.*
9. **Question:** SUB-CONTRACTOR PARTICIPATION (page 20) – Is participation in MWBE/LBD/VBE program mandatory for award?
Answer: *No.*
10. **Question:** If MWBE/LBE/VBE is mandatory, do we have to submit good faith documentation with our response for subcontractors?
Answer: *Participation is not mandatory.*

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

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11. **Question:** Manufacturers have been updating their price list multiple times throughout the year due to the current economic environment. How often will you allow us to submit an updated Manufacturers Retail Price List for your approval?

Answer: A price list does not need to be submitted for approval. All quotes must reflect the current manufacturer list price and the percentage discount in accordance with the Contractor's submitted bid.

12. **Question:** If the newest Manufacturers Retail Price List exceeds the allowable Consumer Price Index (CPI), will you approve the new price list since it is an established price of the manufacturer and not the bidder?

Answer: Yes.

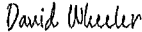
13. **Question:** Due to the current economic environment, manufacturers are passing on Material and/or Fuel Surcharges. Will you allow the Material and/or Fuel Surcharges to be line list on your quotes?

Answer: No.

If you should have any questions regarding this addendum, please do not hesitate to contact Cassandra Palm, the Procurement Services team member responsible for this solicitation at Cassandra.Palm@ocps.net.

Sincerely,

DocuSigned by:



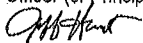
David Wheeler, NIGP-CPP, CPPO, CPPB
Director, Procurement and Contracting

Acknowledgement of Addendum No. 1 by Contractor

The Contractor hereby acknowledges receipt of the following Addendum:

This addendum shall be completed and signed by an authorized representative and returned with the solicitation submittal. The Acknowledgement of Addendum receipt will become an integral part of the solicitation document. In acknowledging receipt of this Addendum, the undersigned understands and accepts the foregoing solicitation changes and clarifications.

All other bid terms, conditions, and specifications as originally issued remain unchanged.

Jeff Hunt	President
Officer (or Principal)	Title
	June 8, 2022
Manual Signature	Date
Library Interiors of Florida, Inc.	10006 Cross Creek Blvd. #432, Tampa, FL 33647
Company Name	Address
813-977-6805	813-977-6806
Telephone Number	Fax Number

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

ORANGE COUNTY PUBLIC SCHOOLS

Procurement Services

Bid Price Sheet

Bid Title Furniture
Bid # ITB2204110

Item #	Manufacturer's Catalog	FIXED DISCOUNT % OFF	INSTALLATION (% OF DISCOUNTED PRICE)
1	AGATI		
2	ALLIED PLASTICS		
3	ALLSEATING		
4	AMERICAN SEATING COMPANY		
5	AMTAB		
6	ARCADIA		
7	ARTOPEX		
8	BALT		
9	BIOFIT		
10	BRETFORD		
11	BRODART		
12	CARPET FOR KIDS		
13	CFK		
14	CHILDCRAFT		
15	CONTEMPORARY INTERIORS		
16	CORILAM		
17	CRAMER		
18	DIVERSIFIED WOODCRAFTS		
19	EARLY CHILDHOOD RESOURCES		
20	EDUSHAPE		
21	EMU		
22	ENCORE		
23	ERG		
24	FALCON		
25	GEORGIA CHAIR		
26	GLOBAL		
27	GROUPE LACASSE		
28	HON		
29	INTERIOR SYSTEMS, INC.		
30	IZZY+		
31	JONTI-CRAFT		
32	JSI		
33	KI		
34	LEARNING RESOURCES		
35	MELISSA & DOUG		
36	MIDWEST		
37	MIEN		
38	NATIONAL OFFICE FURNITURE		
39	NATIONAL PUBLIC SEATING		
40	OFFICE MASTER		
41	OFM		
42	PALMER HAMILTON		
43	PALMIERI		
44	PARAGON		
46	SAFECO		

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

Item #	Manufacturer's Catalog	FIXED DISCOUNT % OFF	INSTALLATION (% OF DISCOUNTED PRICE)
47	SANDUSKY		
48	SHAIN SOLUTIONS		
49	SHELDON		
50	SICO AMERICA		
51	SIT ON IT		
52	SMITH SYSTEMS		
53	SOUND-CRAFT		
54	SPEC		
55	TENNSCO	25%	20%
56	THONET		
57	TMC	20%	20%
58	TOLEDO FURNITURE	20%	20%
59	TRENDWAY		
60	ULTRA PLAY		
61	UNITED CHAIR		
62	VERSTEEL		
63	VS		
64	WADDELL		
65	WHITNEY BROTHERS		
66	WITTFITT		
67	WORDEN	30%	20%

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

Item #	Manufacturer's Catalog	FIXED DISCOUNT % OFF	INSTALLATION (% OF DISCOUNTED PRICE)
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OTHER MANUFACTURER'S CATALOGS AVAILABLE

Item #	Manufacturer's Catalog	FIXED DISCOUNT % OFF	INSTALLATION
68	3BRANCH	10%	20%
69	ENWORK	50%	20%
70	ESTEY DIVISION OF TENNSCO CORP.	30%	20%
71	FG LIBRARY & LEARNING	30%	20%
72	GRESSCO	18%	20%
73	HLF FURNITURE	20%	20%
74	INTEGRA SEATING	30%	20%
75	LOFTWALL	20%	20%
76	TABLE LOGIX	20%	20%
77	TLI FURNITURE	35%	20%
78	TRUE DESIGN	30%	20%
79	VIA SEATING	30%	20%
80			
81			
82			
83			
84			
85			

Area representative who can be contacted to provide quotes:

Name: Jeff Hunt

Phone Number: 813-977-6805

Email Address: jeff.hunt@libraryinteriors.com



**Consent Agenda
6.14.**

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Darvin Williams, City Manager
VIA:	
DATE:	September 24, 2026

RE: Resolution No. R2026-135 Approving Purchase Order with Sunbelt Rentals, INC (Sponsored by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- ☐ Resolution
- ☐ Exhibit A
- ☐ Staff Report

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER FOR EQUIPMENT AND TOOL RENTAL SERVICES THROUGH A PIGGYBACK CONTRACT WITH SUNBELT RENTALS, INC. IN A BUDGETED AMOUNT NOT TO EXCEED \$225,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 166, *Florida Statutes* and Section 1.4 of the Charter of the City of North Miami Beach (“City”), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

WHEREAS, Section 3-2.2 of the City of North Miami Beach Code of Ordinances (“Code”) provides that the Chief Procurement Officer has the authority to join with other governmental entities in cooperative purchasing plans, when the best interests of the City would be served.

WHEREAS, Omnia Partners, a governmental cooperative purchasing organization that competitively solicits and awards contracts for use by participating public agencies, with the Region 4 Education Service Center serving as the lead agency, awarded Contract R241502, “*Equipment and Tool Rental Services*,” to Sunbelt Rentals, Inc. (“*Sunbelt*”), effective May 1, 2025, through April 30, 2028, with two one-year renewal options through April 30, 2030 (“*Piggyback Contract*”); and

WHEREAS, the NMB Water Department's Norwood Water Treatment Plant has identified the need to rent specialized equipment and tools, including man-lifts, narrow scissor lifts, mini excavators, and concrete grinders, for one-time and ongoing maintenance projects to provide safe access to difficult-to-reach areas and support the efficient completion of maintenance activities; and

WHEREAS, pursuant to Section 3-3.14 of the City Code, the City Manager has the authority to approve purchases and awards up to fifty thousand dollars (\$50,000), and any expenditure above this amount need to be presented to the Mayor and City Commission for approval; and

WHEREAS, the City Manager and the Chief Procurement Officer recommend that the City Commission approve a Purchase Order through the Piggyback Contract with Sunbelt Rentals, in an estimated amount not to exceed \$225,000.00, for Equipment and Tool Rental Services for the NMB Water Department; and

WHEREAS, the Mayor and City Commission determine it is in the best interests of the City to approve a Purchase Order through the Piggyback Contract with Sunbelt Rentals, in a budgeted amount not to exceed \$225,000.00, for the purchase of Equipment and Tool Rentals.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

Section 2. The Piggyback Contract with Sunbelt Rentals, Inc., in substantially the form attached as Exhibit “A”, for a budgeted amount not to exceed \$225,000.00 for Equipment and Tool Rental Services for the NMB Water Department, subject to budget appropriation and availability of funds, is hereby approved.

Section 3. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

Section 4. All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 7. This Resolution shall take effect immediately upon adoption.

[THE REMAINDER OF THIS INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **24th day of September 2026.**

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE AND
RELIANCE OF THE CITY OF NORTH
MIAMI BEACH ONLY:

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

RESOLUTION NO. 2026-XX



EXHIBIT A

PIGGYBACK/COOPERATIVE PURCHASE REQUEST FORM

Revised 3.23.23

PROCUREMENT MANAGEMENT DIVISION

Requesting Department: _____
Primary Contact Name: _____
Primary Contact E-mail: _____
Secondary Contact Name: _____
Secondary Contact E-mail: _____
Department Phone: _____
Department Fax: _____

Company Name: _____
Contact Name: _____
Company Address: _____

Company Phone: _____
Company Fax: _____
Company E-mail: _____
Vendor Registration #: _____

Piggyback Contract Details

1. Contract Title: _____
a. Awarding Agency _____ b. Solicitation # _____
c. Solicitation included? Yes ☐ Awarded Letter included? Yes ☐ Proposal/Quote from Company included? Yes ☐
2. Description of the Scope of Service of This Contract: _____
3. Total Value of Contract: \$ _____
4. Account Number(s): FY _____ FY _____

Contract Verification Information

5. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product / service? Yes ☐ No ☐ _____
6. Would this purchase(s) result in the potential of future purchases for related products/ services being restricted to a particular vendor or create a specific vendor as sole source provider for the related items? Yes ☐ No ☐
7. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes ☐ No ☐
If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).

Required Documents Checklist

Contract Explanation Memo ☐ Solicitation ☐ Award Letter ☐ Proposal/Quote ☐
Renewal Letter ☐ Risk Manager Approved Insurance Certificate ☐ Vendor Registration Form ☐

Grant Information (only applicable if grant related purchase)

11. Provide details (expiration dates, special requirements, etc). _____
12. Will this require matching funds? Yes ☐ No ☐
13. Grant source? _____ Grant (dollar) amount? _____
14. Complete an advanced search of the vendor recommended for award on the federal governments system for Award Management at www.sam.gov. Attach a copy of the results.

Approved

Date

Form Prepared By: _____

Department Director: _____

H.R. Nikey

Chief Procurement Officer: _____
(Purchases/Contract up to \$25,000.00)

City Manager: _____
(Purchases/Contracts up to \$50,000.00)

Purchases/Contracts exceeding \$50,000.00 will be placed on the next Commission Agenda pending Procurement review

3-4.3 Use of Other Governmental Entities' Contracts

Subject to the spending limitations in Section 3-3.14 and upon a determination that the supplies, materials, equipment or contractual services needed by the City are comparable to solicitation procedures substantially equivalent to the requirements of the North Miami Beach Purchasing Code, the Purchasing Agent may procure, without following formal contract procedure, all supplies, materials, equipment and contractual services which are the subject of contracts with the State of Florida, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof; provided, however, that this section shall apply only if (i) the supplies, materials, equipment or contractual services are the subject of a price schedule negotiated by the State of Florida or the United States government, or (ii) the supplies, materials, equipment or contractual services are the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference.



PROCUREMENT EXPLANATION MEMO

PROCUREMENT MANAGEMENT DIVISION

TO: City Manager

VIA: Chief Procurement Officer

FROM:

Name

Title/Department

H.R. Nijm

DATE:

RE: _____

Fiscal Amount not to Exceed: \$ _____

Vendor # _____

Purpose (How does it align with City NMB Strategic Plan?):

Background:

Recommendation:

Fiscal Impact / Account Number(s):

Contact Person(s):



EQUIPMENT AND TOOL RENTAL SERVICES
Executive Summary

Lead Agency: Region 4 ESC

Solicitation: 24-15

RFP Issued: November 7, 2024

Pre-Proposal Date: November 20, 2024

Response Due Date: January 21, 2025

Proposals Received: 3

Awarded to: Aggreko LLC
Sunbelt Rentals, Inc.

Region 4 ESC Department of Procurement issued RFP 24-15 on November 7, 2024, to establish a national cooperative contract for Equipment and Tool Rental Services.

The solicitation included cooperative purchasing language in Sections I. Introduction and Appendix B- OMNIA Partners Exhibits:

Region 4 ESC, as the Principal Procurement Agency, defined in Appendix B, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**") to make the resultant contract (also known as the "**Master Agreement**" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**"), through OMNIA Partners' cooperative purchasing program. Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "**Participating Public Agency**") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Appendix B, or as otherwise agreed to. Appendix B contains additional information about OMNIA Partners and the cooperative purchasing program.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)

- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Houston Community Newspapers, TX
- Helena Independent Record, MT
- Las Vegas Review-Journal
- Kennebec Journal, ME

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses, Texas Historically Underutilized Businesses (HUB) were notified of the Request for Proposal.

On January 21, 2025, proposals were received from the following offerors:

- Aggreko LLC
- Rescue Cooling Inc.
- Sunbelt Rentals, Inc.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Aggreko LLC and Sunbelt Rentals, Inc. and proceeding with contract award(s) upon successful completion of negotiations.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses.

Region 4 ESC, OMNIA Partners and the following offerors successfully negotiated a contract: Aggreko LLC and Sunbelt Rentals, Inc. Region 4 ESC executed the agreements, each with a contract effective date of May 1, 2025.

Use of Federal Funds: Each awarded supplier provided federal funds certifications, refer to Exhibit F- Federal Funds Certifications in the Supplier's Response of the Master Agreement.

Term of agreement: The initial term of the Contract is for a period of three (3) years unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for additional terms up to two (2) years after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.

Pricing/Discount: Pricing available upon request.

Region 4 Education Service Center

Contract # R241502

for

Equipment and Tool Rental Services

with

Sunbelt Rentals, Inc.

Effective: May 1, 2025

The following documents comprise the executed contract effective: May 1, 2025

- I. Vendor Contract and Signature Form
- II. Approved Deviations
- III. Supplier's Response to the RFP
- IV. Request for Proposal and Any Addenda, incorporated by reference

APPENDIX A-
(Region 4 ESC approved deviations)

CONTRACT

*This Contract ("**Contract**") is made as of May 1, 2025, by and between Sunbelt Rentals, Inc. ("**Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Equipment and Tool Rental Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 24-15 for Equipment and Tool Rental Services ("RFP"), to which Contractor provided a response ("**Proposal**"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The initial term of the Contract is for a period of **three (3) years** unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for additional terms up to **two (2) years** after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.

- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall consist of this Contract, any Purchase Order (or other similar document agreed to in writing by Region 4), Region 4's Standard Terms and Conditions for Procurement Solicitations **to the extent applicable to bare rental of equipment**, the RFP and any Addenda **(including Offeror's standard rental terms for government entities in Addendum A)**, Region 4's Electronic Bid Certifications, the Offeror's Best and Final Offer(s), as accepted by Region 4, and the Offeror's Proposal, as accepted by Region 4, each instrument incorporated herein by reference.
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract,
 - ii. Any Purchase Order (or other such similar document agreed to in writing by Region 4),
 - iii. Region 4's **applicable** Standard Terms and Conditions for Procurement Solicitations,
 - iv. RFP and any Addenda,
 - v. Region 4's Electronic Bid Certifications,
 - vi. Offeror's Best and Final Offer, as accepted by Region 4, and
 - vii. Offeror's proposal, as accepted by Region 4.
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor 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. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
 - vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all ~~goods, materials~~, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. Conditions of cancellation are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "NON-PERFORMANCE /TERMINATION OF CONTRACT".
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. Conditions of Force Majeure are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "FORCE MAJEURE".
- e) Standard Cancellation for Convenience. Region 4 ESC may cancel this Contract in whole or in part for convenience and without cause by providing written notice. Such cancellation will take effect 30 calendar days after Region 4 sends the notice of cancellation. After the 30th calendar day all work will cease following completion of final purchase order, provided that when Region 4 may in its sole discretion direct Contractor to cease performance of the contract at any time during the 30 day notice period, in which case Contractor shall discontinue any further charges to Region 4.
- 12) Licenses. Maintenance of licenses are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "LICENSES AND PERMITS; PERFORMANCE".
- 13) Survival Clause. Conditions of survival are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "SURVIVAL".

- 14) Delivery. Conforming products shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled by Region 4 if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Proposal prices must remain firm for at least one (1) calendar year from the proposal opening date, unless a deviation from this standard and purpose for the deviation is noted in the Vendor's response. Such deviations are subject to Region 4 ESC approval.. Price increases requested during the term of the contract may be granted at the sole discretion of Region 4 ESC. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.
- Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.
- 18) Audit Rights. Audit rights are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "RIGHT TO AUDIT".
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. ~~All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. Longer warranty periods and other specifications may be required if indicated herein or through supplemental terms by Region 4.~~ The rental equipment provided will be warranted for the duration of the rental.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. This requirement is in addition to other provisions contained in this RFP related to criminal history information.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's

responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract.
- 30) **INDEMNITY. CONTRACTOR SHALL PROTECT, INDEMNIFY, AND HOLD HARMLESS BOTH REGION 4 ESC AND ITS ADMINISTRATORS, EMPLOYEES AND AGENTS AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING FROM THE ACTIONS OF THE CONTRACTOR, CONTRACTOR EMPLOYEES OR SUBCONTRACTORS IN THE PREPARATION OF THE SOLICITATION AND THE LATER EXECUTION OF THE CONTRACT. ANY LITIGATION INVOLVING EITHER REGION 4 ESC, ITS ADMINISTRATORS AND EMPLOYEES AND AGENTS WILL BE IN HARRIS COUNTY, TEXAS.**
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Should the original or addended proposal solicitation identify insurance is required to perform a work, certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.



Addendum A- Equipment Rentals Agreement

This Addendum A- Equipment Rental Agreement modifies the terms of the Master Agreement to which it is attached and is incorporated into such Agreement. If there is a conflict between language in the Master Agreement and this Addendum A, the Master Agreement controls.

Notwithstanding anything to the contrary contained in the Master Agreement, the Parties hereby agree to the following as a summary of applicable terms for a Participating Public Agency.

Notwithstanding anything to the contrary, the definition of "Work" is defined in the Supplier's Quote as Equipment Rental and Labor (Services) and therefore Supplier agrees to indemnify, defend, and hold Participating Public Agency harmless from and against any third-party claims including any and all liabilities, losses, damages, claims, penalties, fines and expenses, including attorney's fees for any damages to property and/or persons including death ("Claims") to the proportionate extent arising from Supplier or any of its Suppliers, suppliers, officers, agents, or employees negligent acts or omissions in the performance of this Agreement. Participating Public Agency will (i) give Supplier prompt notice of any such Claim, and (ii) at Supplier's reasonable request, cooperate with Supplier in the defense and settlement of Claim.

Participating Public Agency has care, custody, and control of the Work at all times Supplier does not; therefore, Supplier is not responsible for any third-party claims including any and all Claims to the proportionate extent arising from Participating Public Agency's or any of its Suppliers, suppliers, officers, agents, or employees negligent acts or omissions in the performance of this Agreement. There shall be no right or authority for any claims to be arbitrated or tried on a class action basis. Neither party shall have any liability in regard to consequential, exemplary, special, incidental or punitive damages, even if it has been advised of the possibility of such damages.

Terms Summary:

- 1. CREDIT APPROVAL.** If the Participating Public Agency does not have a current valid account established with Supplier, it must complete Supplier's credit application and be approved for a credit account. Supplier shall only be obligated to extend credit to those Participating Public Agencies who qualify for credit after completing Supplier's credit application. Any Participating Public Agency of OMNIA that chooses not to obtain a Supplier credit account or does not qualify for a credit account will not become a Participating Public Agency in the Program. If Participating Public Agency is an existing customer of Supplier, such Participating Public Agency must have no amounts outstanding longer than 60 days.
- 2. TERMINATION.** Either Party may terminate this Agreement without cause by providing at least ninety (90) days' prior written notice to the other Party.
- 3. TITLE AND RISK OF LOSS.** title will remain at all times with Contractor and risk of loss for the Equipment transfers to Customer upon taking possession of Equipment. Risk of loss transitions back to Contractor when returned to Contractor's possession.
- 4. BILLING CYCLE.** The rental charged will be determined by the daily, weekly, and 4-week

rental rates in combination with the rental period. This calculation will always be billed at the most advantageous rate available to the customer. Ex. If the rental period is 4 days and the daily rental rate is \$100 and the weekly rental rate is \$250, the customer will be charged the weekly rate of \$250 instead of \$400 (4 days x \$100 per day) because it is the lower of the two amounts. This same logic will work for any combination of rates within a 4-week period as the 4-week rental rate will be the most the customer will be charged for that equipment, using single shift rates. Additionally, a shift rate schedule shall apply for all hour metered machines and shall affect the rental rates accordingly.

- 5. PERMITTED & PROHIBITED USE:** Participating Public Agency agrees that Supplier has no control over the manner in which the Equipment is operated during the Rental Period by Participating Public Agency or any third party that Participating Public Agency implicitly or explicitly permits. Participating Public Agency warrants that: (a) prior to each use, Participating Public Agency has or will inspect the Equipment to confirm that it is in good condition, without defects, includes readable decals and operating and safety instructions and is suitable for Participating Public Agency's intended use; (b) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Participating Public Agency requests the applicable waiver, Participating Public Agency authorizes Supplier to leave the Equipment at the Site Address without requirement of written receipt); (c) Participating Public Agency shall immediately notify Supplier if the Equipment is lost, damaged, stolen, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if any Incident occurs; (d) Participating Public Agency has received from Supplier all information needed or requested regarding the operation of the Equipment; (e) Supplier is not responsible for providing operator or other training unless Participating Public Agency specifically requests in writing and Supplier agrees to provide such training which may be at an additional fee (Participating Public Agency being responsible to obtain all training that Participating Public Agency desires prior to the Equipment's use); (f) only authorized individuals shall use and operate the Equipment ("authorized individuals" being those who are properly trained to use the Equipment and who are not under the influence of drugs or alcohol or otherwise impaired); (g) the Equipment's use shall be in a careful manner, in compliance with all operational and safety instructions provided on, in or with the Equipment and all Federal, State and local laws, permits and licenses, including but not limited to, OSHA, as revised; and (h) the Equipment shall be kept in a secure location.

Participating Public Agency shall not (a) alter or cover up any decals or insignia on the Equipment or remove any operational or safety instructions; (b) assign its rights under this Agreement; (c) move the Equipment from the Site Address without Supplier's written consent; or (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner, or in any publication (print, audiovisual or electronic) nor allow the use of the Equipment by any unauthorized individual (Participating Public Agency acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

- 6. MAINTENANCE.** Participating Public Agency shall perform routine maintenance on the Equipment, including maintenance of fuel and oil levels, and routine visual inspections of grease, filters, cooling system, water, batteries, cutting edges, and cleaning in accordance with the manufacturer's specifications. Participating Public Agency shall submit a request for a service call a) if upon visual inspection a need for service is required, or b) any other maintenance or repairs are required. Such service may only be performed by Supplier. Supplier has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Participating Public Agency requests a service call. If Supplier determines that repairs to the Equipment are required, other than resulting from Ordinary Wear and Tear, Participating Public Agency shall pay the full cost of repairs and rental of the Equipment until the repairs are completed.

- 7. NO WARRANTIES.** Notwithstanding anything contained in the Agreement to the contrary, Supplier provides rental equipment that is neither sold nor integrated into the work, therefore there is no warranty, expressed or implied, as to the rental equipment or to its capabilities, and no warranty of merchantability, other than those detailed in the manufacturer's specifications.
- 8. RELEASE AND INDEMNIFICATION.** Participating Public Agency has care, custody, and control of the Work at all times Supplier does not; therefore, Supplier is not responsible for any third-party claims including any and all Claims to the proportionate extent arising from Participating Public Agency's or any of its Suppliers, suppliers, officers, agents, or employees negligent acts or omissions in the performance of this Agreement. There shall be no right or authority for any claims to be arbitrated or tried on a class action basis. Neither party shall have any liability in regard to consequential, exemplary, special, incidental or punitive damages, even if it has been advised of the possibility of such damages.
- 9. FEES:** For Equipment that uses fuel, Participating Public Agency has two options: (a) Pay on Return Option - if Participating Public Agency returns Equipment with less fuel than when received, Participating Public Agency shall pay a refueling charge (calculated by multiplying gallons required to refill tank with fuel to level when received, by the Pay on Return per gallon rate); and (b) Return Full Option – if Participating Public Agency returns the Equipment with at least as much fuel as when it was received (most Supplier Equipment comes with a full tank of fuel, but not all), no fuel charge will be assessed. The cost of Participating Public Agency refueling Equipment itself will generally be lower than the Prepay Fuel Option or the Pay on Return Option; however, these options each allow for the convenience of not refueling.

The rental rates for the Equipment's are for "one shift," being not more than 8 hours per day and 40 hours per week unless otherwise noted. Weekly and 4-week rental rates shall not be prorated.

Shift Rates apply to all generators and certain other equipment with hour meters. During a Declared State of Emergency, or a pending or existing disaster or catastrophe, natural (i.e. hurricane, tornado, flood, etc.) all diesel generators and pumps rented will be billed based on a one week minimum Rental Period at triple shift rates. This one week minimum rental at triple shift rates will not affect Equipment then on rent to Participating Public Agency. To promote a clean and sustainable environment, Supplier takes various measures to comply with federal and state environmental regulations, as well as with Supplier's own policies. Supplier also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include waste disposal, construction maintenance of cleaning facilities, acquisition of more fuel- efficient equipment, labor costs, administration costs, etc. To help defray these and other costs, Supplier charges an environmental fee in connection with certain rentals. The fee is not a tax or governmentally mandated charge. It is not designated for any particular use or placed in an escrow account. Rather, it is a fee that Supplier collects as revenue and uses at its discretion.

RENTAL PROTECTION PLAN ("RPP"). Upon execution of Supplier's Rental Out ticket, Participating Public Agency may choose to either reject or participate in Supplier's RPP program as detailed <https://www.sunbeltrentals.com/customerservice/rpp/>.

- 10. RETURN OF EQUIPMENT:** Participating Public Agency must contact Supplier to request pickup of Equipment, retain the Pick Up Number given by Supplier and will be responsible for Equipment until actually retrieved by Supplier.

11. **WARRANTY:** Notwithstanding anything contained in the Agreement to the contrary, Supplier provides rental equipment that is neither sold nor integrated into the Work, therefore there is no warranty, expressed or implied, as to the rental equipment or to its capabilities, and no warranty of merchantability, other than those detailed in the manufacturer's specifications.
12. **LIMITATION OF SUPPLIER'S LIABILITY:** In consideration of the rental of the equipment and services provided, Participating Public Agency agrees that Supplier's liability under this contract, including any liability arising from Supplier's or any third party's comparative, concurrent, contributory, passive or active negligence or that arises as a result of any strict or absolute liability, shall not exceed one million dollars (\$1,000,000).

Term Sheet

Provision	Description	Clause
Indemnity	Sunbelt indemnifies for its negligent acts or omissions Sunbelt is not responsible for any action or inaction of PPA	
Consequential Damages	Neither party shall have any liability in regard to consequential, exemplary, special, incidental or punitive damages, even if it has been advised of the possibility of such damages.	
Limitation of Supplier Liability	In consideration of the rental of the equipment and services provided, Customer agrees that Sunbelt's liability under this contract, including any liability arising from Sunbelt's or any third party's comparative, concurrent, contributory, passive or active negligence or that arises as a result of any strict or absolute liability, shall not exceed one million dollars (\$1,000,000).	
Insurance	Sunbelt has insurance to cover their obligations (w/ SIR of \$5M) PPA is self-insured	
Confidentiality	Supplier maintains PPA information confidential	
Use of Rental Equipment	What is allowed for use of Equipment. See Attachment A	
Maintenance	Supplier to perform all maintenance, PPA must advise if a need for service is noticed	
Return of Equipment	PPA must call Sunbelt for pick-up and receive a pick-up number that is time and date stamped	
Choice of Law	State of PPA	
Warranty	For Equipment rented – repair or replacement of faulty equipment	
Payment Terms	Net 30	
Billing Cycle	28 days	
Discount off Book Rate for non-core equipment	Day 5% / Week 10% / 4-week 15%	
Single Shift	8/40/160	
Overtime	Shift Rates (for diesel driven generators, pumps and air compressors): Double Shift Rate = 1.5 X Day / Week / Month Rate 8 - 16 hours per day 40.1 - 80 hours per week 160.1 - 320 hours per month Triple Shift Rate = 2 X Day / Week / Month Rate 16.1+ hours per day 80.1+ hours per week 320.1+ hours per month Overtime charges for engine drive equipment (excluding diesel engine generators, pumps and air compressors) will be calculated as follows: Divide the quoted rate by the hours allowed and multiply by the number of hours used over and above the hours allowed. *During a Declared State of Emergency, or a pending or existing disaster or catastrophe, natural hurricane, tornado, flood, etc.) or otherwise a one week minimum rental period at triple shift rates will apply for all diesel generators and pumps.	

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing on the Deviation Form submitted with the request for proposal.

Company Name Sunbelt Rentals, Inc

Address 1799 Innovation Point

City/State/Zip Fort Mill, SC 29715

Telephone No. 8656-786-2358

Email Address contractteam@sunbeltrentals.com

Printed Name Peggi Sawick

Title Contract Facilitator

Authorized signature

Peggi

Sawick

Digitally signed by Peggi Sawick
DN: CN = Peggi Sawick email =
contractteam@sunbeltrentals.
com, C = AD O = Sunbelt Rentals,
Inc OU = Customer Contract
Team
Date: 2025.01.20 10:51:39 -05'00'

Accepted by Region 4 ESC:

Contract No. _R241502_

Initial Contract Term 5/1/2025 to 4/30/2028

Linda Tinnerman
Region 4 ESC Authorized Board Member

4/22/2025
Date

Linda Tinnerman
Print Name

Victor E. White
Region 4 ESC Authorized Board Member
Victor E. White

4/22/2025
Date

Print Name

Piggyback Request - Sunbelt Rentals (NMBW)

Final Audit Report

2025-11-17

Created:	2025-11-03
By:	Kemesia Clarke (Kemesia.Clarke@citynmb.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4iQzD5Koj9X57katOzUmHYaxe4QFAuAP

"Piggyback Request - Sunbelt Rentals (NMBW)" History

-  Document created by Kemesia Clarke (Kemesia.Clarke@citynmb.com)
2025-11-03 - 9:44:19 PM GMT
-  Document emailed to Tarik Rahmani (tarik.rahmani@citynmb.com) for signature
2025-11-03 - 9:45:21 PM GMT
-  Email viewed by Tarik Rahmani (tarik.rahmani@citynmb.com)
2025-11-03 - 11:11:22 PM GMT
-  Document e-signed by Tarik Rahmani (tarik.rahmani@citynmb.com)
Signature Date: 2025-11-03 - 11:37:38 PM GMT - Time Source: server
-  Document emailed to Shereece George Depusoir (shereece.george@citynmb.com) for signature
2025-11-03 - 11:37:40 PM GMT
-  Email viewed by Shereece George Depusoir (shereece.george@citynmb.com)
2025-11-04 - 0:52:23 AM GMT
-  Email viewed by Shereece George Depusoir (shereece.george@citynmb.com)
2025-11-17 - 8:19:54 PM GMT
-  Document e-signed by Shereece George Depusoir (shereece.george@citynmb.com)
Signature Date: 2025-11-17 - 8:20:59 PM GMT - Time Source: server
-  Agreement completed.
2025-11-17 - 8:20:59 PM GMT



25AUG26

**CITY COMMISSION
STAFF REPORT**

DEPARTMENT:

NMB Water

SUBJECT:

Motion to approve and authorize a cooperative (piggyback) purchase from Sunbelt Rentals, Inc. for equipment and tool rental services, in an amount not to exceed \$225,000.00 for the contract term 2026 through 2030 (\$45,000.00 annually), utilizing Region 4 Education Service Center Solicitation No. R200601, in accordance with the City's Code of Ordinances, Section 3-4.3, funded from accounts 410904-533440 and 410904-533420.

BACKGROUND OF ITEM:

Sunbelt Rentals, Inc. (Vendor #490853) provides equipment and tool rental services that support day-to-day operations, maintenance, and repair work at the Norwood Water Treatment Plant. Rentals include forklifts, man-lifts, and scissor lifts used to move loads and reach areas that cannot be accessed safely by ladder, as well as other short-term equipment such as mini excavators and concrete grinders.

The City procures these services through a cooperative piggyback of Region 4 Education Service Center Solicitation No. R200601. This piggy would capture the amount requested over the life of the contract. This item authorizes \$45,000.00 annually, or \$225,000.00 for 2026 through 2030.

ANALYSIS:

Procuring through Region 4 Education Service Center Solicitation R200601 under Code Section 3-4.3 preserves competitively bid cooperative pricing and avoids an independent solicitation for routine, time-sensitive rental needs



25AUG26

FISCAL IMPACT:

Amount not to exceed \$45,000.00 annually (\$225,000.00 for 2026-2030), funded from accounts 410904-533440 (Rentals & Leases) and 410904-533420 (Postage & Mailing / delivery).

Account Number	Budgeted Amount	Available Amount	New Request Amount	Remaining Amount
410904-533440 / 410904-533420	\$43,000.00 / \$72,938.72	\$17,540.68 / \$22,666.11	\$45,000.00 annual	n/a (multi-year authority)

ALTERNATIVES:

The City may conduct an independent competitive solicitation for equipment and tool rentals; however, this would interrupt routine, time-sensitive rental availability for plant operations, including the forklift already on site, and forgo the cooperative pricing already in place.

RECOMMENDATION:

Staff recommends that the City Commission approve and authorize a cooperative (piggyback) purchase from Sunbelt Rentals, Inc. (Vendor #490853) for equipment and tool rental services, in an amount not to exceed \$225,000.00 for the contract term 2026 through 2030 (\$45,000.00 annually), utilizing Region 4 Education Service Center Solicitation No. R200601, funded from accounts 410904-533440 and 410904-533420.

ATTACHMENTS:

Revised Piggyback / Cooperative Purchase Request Form and Procurement Explanation Memo (Sunbelt FY26 revised piggyback, life of contract 2026-2030)



**Consent Agenda
6.15.**

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Darvin Williams, City Manager
VIA:	
DATE:	September 24, 2026

RE: Resolution No. R2026-136 Approving a Change Order with MKI Services, Inc(Sponsored by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- ☐ Resolution
- ☐ Staff Report
- ☐ Exhibit A

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH MKI SERVICES, INC. INCREASING THE CONTRACT BY AN AMOUNT NOT TO EXCEED \$80,900.00 FOR THE PURCHASE OF HAYWARD GORDON SLUDGE PUMPS; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 166, *Florida Statutes* and Section 1.4 of the Charter of the City of North Miami Beach ("City"), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

WHEREAS, the NMB Water Department requires the replacement of Hayward Gordon torus recessed-impeller pumps used in the lime-sludge process at the Norwood Water Treatment Plant, and MKI Services, Inc. ("*MKI*") is the sole authorized provider of Hayward Gordon equipment and related services, making procurement through the sole source methodology necessary to ensure compatibility with the Plant's existing equipment and maintain the reliability and continuity of the water treatment process; and

WHEREAS, the City Commission previously approved, through Resolution No. R2025-177, an estimated amount not to exceed \$70,000.00 for the purchase of repair components for sludge pumps from MKI Services, Inc. to support the continued operation and maintenance of the Norwood Water Treatment Plant; and

WHEREAS, the NMB Water Department requires the replacement of three existing Hayward Gordon torus recessed-impeller pumps at the Norwood Water Treatment Plant used in the lime-sludge process to maintain reliable thickener and sludge-handling operations and reduce the risk of unplanned outages; and

WHEREAS, Section 3-3.20 of the Code of Ordinances City of North Miami Beach, Florida, 2008 ("Code") requires that change orders exceeding 10% or \$50,000.00, whichever is less, shall be approved by the City Commission; and

WHEREAS, the City Manager and Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to execute a Change Order to the previously approved Sole Source Contract to increase the previously approved expenditure by \$80,900.00 for a total amount not to exceed \$150,900.00; and

WHEREAS, the Mayor and City Commission believe it is in the best interests of the City to approve and authorize the City Manager or designee to execute a Change Order to the previously

approved Contract to increase the previously approved expenditure by \$80,900.00, thereby increasing expenditure to an amount not to exceed \$150,900.00 for the purchase of Hayward Gordon Sludge Pumps for the NMB Water Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

Section 2. The Change Order, in substantially the form attached as Exhibit "A," to the previously approved contract with MKI Services, Inc. to increase annual expenditure by \$80,900.00, thereby increasing the annual expenditure to an amount not to exceed \$150,900.00 for the purchase of Hayward Gordon Sludge Pumps, subject to budget appropriation and availability of funds is hereby approved.

Section 3. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

Section 4. All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 7. This Resolution shall take effect immediately upon adoption.

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RESOLUTION NO. R2026-XX

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **24th day of September 2026**.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

(CITY SEAL)

MICHAEL JOSEPH
MAYOR

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE AND
RELIANCE OF THE CITY OF NORTH
MIAMI BEACH ONLY:

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

RESOLUTION NO. R2026-XX



25AUG26

**CITY COMMISSION
STAFF REPORT**

DEPARTMENT:

NMB Water

SUBJECT:

Motion to approve and authorize a change order to the FY2026 sole-source award to MKI Services, Inc. (dated December 2, 2025) for Hayward Gordon (Ebara HG) sludge pumps, mixers and parts, increasing the not-to-exceed amount by \$80,900.00 from \$70,000.00 to \$150,900.00, in accordance with the City's Code of Ordinances, Sections 3-4.8 and 3-3.20, funded from account 410904-533640, for Fiscal Year 2026.

BACKGROUND OF ITEM:

The Norwood Water Treatment Plant uses Hayward Gordon torus recessed-impeller pumps in the lime-sludge process. Three existing pumps (serial numbers 342621, 342814, and 342815) are due for complete replacement. Recessed-impeller torus pumps are specified for this service because they pass lime sludge and abrasive solids without the impeller plugging typical of conventional centrifugal pumps. Timely replacement protects thickener and sludge-handling reliability and avoids unplanned outages in the lime treatment train.

The City awarded MKI a FY2026 sole source dated December 2, 2025, in an amount not to exceed \$70,000.00, for replacement sludge pumps, mixers and parts (Vendor #526763). No purchase order has been issued against that award. Factory quotations dated July 21, 2026, addressed to MKI, cover two complete pump assemblies of each of three models (duty plus spare): XR2(7) replacing SN 342621, XR3(8) replacing SN 342814, and XR4(7) replacing SN 342815, totaling \$150,900.00. Freight is prepaid. Price validity is 60 days from quote date (through approximately September 19, 2026). Delivery is 22 to 26 weeks after approval. This change order increases the awarded not-to-exceed amount by \$80,900.00 so a purchase order can be issued for the quoted replacements.

ANALYSIS:

A good-faith review of available sources was conducted. Hayward Gordon / Ebara HG torus pumps are proprietary OEM equipment already installed in the lime-sludge system. MKI Services, Inc. is the exclusive authorized representative in Florida for new units, OEM parts, and factory-supported replacements. No other vendor can furnish matching XR-series pumps that bolt in for these serial numbers or preserve OEM configuration and support. The purchase therefore qualifies as a sole source under City Code Section 3-4.8.

Quote summary (Ebara HG factory quotations dated 7/21/2026, via MKI Services): Q6-93844 XR2(7) 3 HP, 90 GPM lime sludge, 2 units, \$45,480.00; Q6-93845 XR3(8) 25 HP, 250 GPM, 2 units, \$54,560.00; Q6-93846 XR4(7) 7.5 HP, 180 GPM, 2 units, \$50,860.00. Combined \$150,900.00. Each assembly includes Ni-Hard wet end, John Crane Type 1 double seal, IEEE-841 inverter-duty motor, V-belt drive, OSHA guard, and steel baseplate. The \$70,000.00 award is \$80,900.00 short of the quoted replacements. Cumulative change orders exceed ten percent of the original \$70,000.00 award (this CO is 115.6%), so Commission



25AUG26

approval is required under Code Section 3-3.20. No PO exists; the first PO will be issued at the increased \$150,900.00 amount.

FISCAL IMPACT:

Requested Increase: \$80,900.00. The FY2026 sole-source award increases from \$70,000.00 to \$150,900.00. No purchase order has been issued. The first PO will be \$150,900.00 on 410904-533640 (Machinery and Equipment). Account Inquiry dated 25 August 2026 shows that object budgeted \$1,821,360.00 and available \$965,024.86. Remaining after this encumbrance approximately \$814,124.86. No additional appropriation is requested in this action.

Account Number	Budgeted Amount	Available Amount	New Request Amount	Remaining Amount
410904-533640	\$1,821,360.00	\$965,024.86	\$150,900.00 (first PO)	\$814,124.86

ALTERNATIVES:

The City may solicit competitive bids from other pump manufacturers; however, a non-OEM pump would not match the existing XR torus hydraulics, baseplates, or piping, would require redesign and downtime in the lime-sludge system, and would forgo factory configuration for the serial numbers being replaced. MKI is the only authorized Florida channel for these OEM units.

RECOMMENDATION:

Staff recommends that the City Commission approve and authorize a change order to the FY2026 sole-source award to MKI Services, Inc. (Vendor #526763), increasing it by \$80,900.00 from \$70,000.00 to \$150,900.00, for Hayward Gordon (Ebara HG) torus recessed-impeller sludge pumps at the Norwood Water Treatment Plant, funded from account 410904-533640 (Machinery and Equipment), for Fiscal Year 2026.

ATTACHMENTS:

Contract Change Order Form

Ebara HG quotations Q6-93844 (XR2), Q6-93845 (XR3), and Q6-93846 (XR4), dated July 21, 2026



EXHIBIT A

(Revised 10.2025)
PROCUREMENT MANAGEMENT DEPARTMENT

CHANGE ORDER FORM

Purchase Order Change Order ☐

Contract Change Order ☐

Title:	Contract No.: _____ Purchase Order No.: _____
Vendor:	Change Order No.:
Contract Award Date:	Completion Date:
Revised Completion Date (prior to this change):	Revised Completion Date (including this change):

Item #	Summary of Amount	
A	Original Amount	\$
B	Value of Change Orders Previously Approved	\$
C	Adjusted Value Prior to this Change Order (A+B)	\$
D	Cost of Changes in this Change Order	\$
E	Adjusted Amount Including this Change (C+D)	\$
F	Percentage Increase this Change Order $\frac{(E-C)}{C} \times 100$	%
G	Total Percent Increase to Date $\frac{(E-A)}{A} \times 100$	%

Account Number(s):

Description of Change:

Procurement Notes (For Procurement Personnel Only):

Code of Ordinances – Chapter III Purchasing, 3-3.20 Change Orders

The City Manager may approve any change orders so long as the total sum of all change orders does not exceed the total amount awarded by the City Commission by more than either ten percent of the contract cost or \$50,000.00, whichever is less. The scope of any project may not be changed without prior approval of the City Commission. No increase in contract price shall be approved unless there are sufficient funds available for such purpose.

This change order is hereby incorporated into and becomes a part of the Contract.

RECOMMENDED:

(Project Manager / Preparer)

By:

(Division Approval) (Date)

(Department Director Name)

By:

(Department Director Signature) (Date)

APPROVED:

By:

(Finance Department) (Date)

By:

(Procurement Department) (Date)

By:

(City Manager or Designee) (Date)



EBARA
HAYWARD GORDON

EBARA HG ULC
5 Brigden Gate
Halton Hills, ON L7G 0A3
P: (905) 693-8595
www.ebarahg.com

QUOTATION FOR EBARA HG ULC SOLIDS HANDLING PUMPS

Date:	7/21/2026	Project Reference:	North Miami Beach Replacements
Quotation No.:	Q6-93846-R5G6 Rev. 0	Equipment Reference:	

Customer:	MKI Services 7284 West Palmetto Park Road Suite 304 Boca Raton FL 33433	Delivery:	22 to 26 weeks after approval
		Incoterms:	EXW
		Freight:	PREPAID
		Terms of Payment:	0 {Net 30 Days}
		Taxes:	Not Included
		Price Validity	60 days
		Currency:	US \$
		Salesperson:	David Caton
Attention:	Michele Shuminer	Submitted By:	SYSTEM

PRODUCT:

QTY	MODEL	UNIT SELL PRICE	LOT SELL PRICE
2	HAYWARD GORDON XR4(7) TORUS RECESSED IMPELLER PUMP	\$25,430.00	\$50,860.00

CONSTRUCTION DETAILS:

Wet End:	ASTM A532 Ni-Hard (550BHN) Casing, Impeller and Wearplate
Seal:	John Crane Type 1 Double Seal (SC/SC vs Car/Cer) - Clean Water Flush Required
Ports/Flanges:	6" suction x 4" discharge - 125#RF
Motor Details:	7.5HP, 1800RPM, 460V/3/60, 213T, TEFC, w, Space Heater , IEEE841, Inverter Duty Rated
Drive:	Fixed Speed V-Belt
Guard:	OSHA - V-Belt Guard
Base/Coverplate:	Steel Baseplate (Side by Side - Right Hand)
Pump Setting:	Horizontal

APPLICATION DETAILS:

Fluid:	Unknown	Impeller Diameter:	Full	Solids:	
Capacity:	180 GPM	Viscosity:	Waterlike	NPSHR:	Flooded
Head:	25 ft	Temperature:	Ambient		
Pump RPM:	1450 RPM	Specific Gravity:	1.00		

REMARKS:

Replacement complete XR4(7) pump for SN 342815.



EBARA
HAYWARD GORDON

EBARA HG ULC
5 Brigden Gate
Halton Hills, ON L7G 0A3
P: (905) 693-8595
www.ebarahg.com

QUOTATION FOR EBARA HG ULC SOLIDS HANDLING PUMPS

Date:	7/21/2026	Project Reference:	North Miami Beach Replacements
Quotation No.:	Q6-93845-KOR3 Rev. 0	Equipment Reference:	

Customer:	MKI Services 7284 West Palmetto Park Road Suite 304 Boca Raton FL 33433	Delivery:	22 to 26 weeks after approval
		Incoterms:	EXW
		Freight:	PREPAID
		Terms of Payment:	0 {Net 30 Days}
		Taxes:	Not Included
		Price Validity	60 days
		Currency:	US \$
		Salesperson:	David Caton
Attention:	Michele Shuminer	Submitted By:	Rishika Passi

PRODUCT:

QTY	MODEL	UNIT SELL PRICE	LOT SELL PRICE
2	HAYWARD GORDON XR3(8) TORUS RECESSED IMPELLER PUMP	\$27,280.00	\$54,560.00

CONSTRUCTION DETAILS:

Wet End:	ASTM A532 Ni-Hard (550BHN) Casing, Impeller and Wearplate
Seal:	John Crane Type 1 Double Seal (SC/SC vs Car/Cer) - Clean Water Flush Required
Ports/Flanges:	4" suction x 3" discharge - 125#RF
Motor Details:	25HP, 1800RPM, 460V/3/60, 284T, TEFC, w, Space Heater , IEEE841, Inverter Duty Rated
Drive:	Fixed Speed V-Belt
Guard:	OSHA - V-Belt Guard
Base/Coverplate:	Steel Baseplate (Side by Side - Right Hand)
Pump Setting:	Horizontal

APPLICATION DETAILS:

Fluid:	Unknown	Impeller Diameter:	Full	Solids:	
Capacity:	250 GPM	Viscosity:	Waterlike	NPSHR:	Flooded
Head:	55 ft	Temperature:	Ambient		
Pump RPM:	1585 RPM	Specific Gravity:	1.00		

REMARKS:

Replacement complete XR3(8) pump for SN 342814.



EBARA
HAYWARD GORDON

EBARA HG ULC
5 Brigden Gate
Halton Hills, ON L7G 0A3
P: (905) 693-8595
www.ebarahg.com

QUOTATION FOR EBARA HG ULC SOLIDS HANDLING PUMPS

Date:	7/21/2026	Project Reference:	North Miami Beach Replacements
Quotation No.:	Q6-93844-J5Q2 Rev. 0	Equipment Reference:	

Customer:	MKI Services 7284 West Palmetto Park Road Suite 304 Boca Raton FL 33433	Delivery:	22 to 26 weeks after approval
		Incoterms:	EXW
		Freight:	PREPAID
		Terms of Payment:	0 {Net 30 Days}
		Taxes:	Not Included
		Price Validity	60 days
		Currency:	US \$
		Salesperson:	David Caton
Attention:	Michele Shuminer	Submitted By:	Rishika Passi

PRODUCT:

QTY	MODEL	UNIT SELL PRICE	LOT SELL PRICE
2	HAYWARD GORDON XR2(7) TORUS RECESSED IMPELLER PUMP	\$22,740.00	\$45,480.00

CONSTRUCTION DETAILS:

Wet End:	ASTM A532 Ni-Hard (550BHN) Casing, Impeller and Wearplate
Seal:	John Crane Type 1 Double Seal (SC/SC vs Car/Cer) - Clean Water Flush Required
Ports/Flanges:	3" suction x 2" discharge - 125#RF
Motor Details:	3HP, 1800RPM, 460V/3/60, 182T, TEFC, w, Space Heater, Inverter Duty Rated
Drive:	Fixed Speed V-Belt
Guard:	OSHA - V-Belt Guard
Base/Coverplate:	Steel Baseplate (Side by Side - Right Hand)
Pump Setting:	Horizontal

APPLICATION DETAILS:

Fluid:	Lime Sludge	Impeller Diameter:	Full	Solids:	
Capacity:	90 GPM	Viscosity:	Waterlike	NPSHR:	Flooded
Head:	25 ft	Temperature:	Ambient		
Pump RPM:	1275 RPM	Specific Gravity:	1.15		

REMARKS:

Replacement complete XR2(7) pump for SN 342621.

August 18, 2026

**Re: Ebara HG and Ebara Mixers – Pumps and Mixers
Hayward Gordon and Sharpe Pumps and Mixer Lines**

To Whom It May Concern:

**The purpose of this correspondence is to confirm the following:
MKI Services Inc. is our sole authorized sales representative for our Hayward Gordon
pumps and mixers and Sharpe mixer lines.**

**This exclusive sales agreement includes both new equipment and parts for existing
equipment. The agreement includes all of the state of Florida with the exception of the
Florida panhandle.**

**We thank you for your interest in our products, and request you send all of your inquiries
and orders to the following address for proper handling and processing:**

**MKI Services, Inc.
7284 W. Palmetto Park Road
Suite 304
Boca Raton, FL 33433
Tel: 954-755-2092
Attention: Michele Shuminer
michele@mosskelley.com**

Sincerely,

David Caton

**David Caton
East Region Sales Manager
Hayward Gordon ULC**



**Consent Agenda
6.16.**

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Darvin William, City Manager
VIA:	
DATE:	September 24, 2026

RE: Resolution No. R2026-137 Approving an Increase in Expenditure with Fierman PLLC (Sponsored by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- ☐ Resolution
- ☐ Exhibit A
- ☐ Staff Report

RESOLUTION NO. 2026- XXX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING AN INCREASE IN EXPENDITURE FOR FINANCIAL ADMINISTRATION SUPPORT & STAFF AUGMENTATION SERVICES WITH FIERMAN PLLC DBA FIERMAN ACCOUNTANTS AND ADVISORS (FORMERLY CFLG), IN A BUDGETED AMOUNT NOT TO EXCEED \$150,000; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 166, *Florida Statutes* and Section 1.4 of the Charter of the City of North Miami Beach (“City”), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

WHEREAS, Section 3-4.5(f) of the City of North Miami Beach Code of Ordinances (“Code”) provides that the City Commission may waive the formal bidding procedure; and

WHEREAS, the Mayor & City Commission approved Resolution R2026-69 at its May 19, 2026 Commission meeting, authorizing the City Manager and his designee to execute an agreement and subsequent purchase order with Fierman PLLC dba Fierman Accountants and Advisors, formerly known as Caballero, Fierman, Llerena & Garcia LLP (“Fierman”) for continued financial administration support and staff augmentation services; and

WHEREAS, Fierman has continued to provide financial administration support and staff augmentation services to assist the City in maintaining essential financial operations and meeting ongoing administrative and compliance requirements during the transition to permanent staffing; and

WHEREAS, pursuant to Section 3-3.14 of the City Code, the City Manager has the authority to approve purchases and awards up to fifty thousand dollars (\$50,000), and any expenditure above this amount needs to be presented to the Mayor and City Commission for approval; and

WHEREAS, the City Manager and Chief Financial Officer recommend that the City Commission approve and authorize the City Manager or designee to increase the estimated budgeted amount by \$150,000.00, thereby increasing the total expenditure to a not to exceed amount of \$410,000.00; and

WHEREAS, the Mayor and City Commission believe it is in the best interests of the City to approve and authorize the City Manager or designee to increase the estimated budgeted amount by \$150,000.00, thereby increasing the total expenditure to a not to exceed amount of \$410,000.00 for the purchase of financial administration support & staff augmentation services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

Section 2. An increase to the previously approved Agreement and Purchase Order for continued financial administration support & staff augmentation services with Fierman PLLC dba Fierman Accountants & Advisors in an estimated budgeted amount of \$150,000.00, thereby increasing the total expenditure to a not to exceed amount of 410,000.00, subject to budget appropriation and availability of funds is hereby approved.

Section 3. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution and expend budgeted funds in furtherance hereof, subject to approved budget appropriation and availability of funds.

Section 4. All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 7. This Resolution shall take effect immediately upon adoption.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

RESOLUTION NO. R2026-XX

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **24th day of September 2026**.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

(CITY SEAL)

MICHAEL JOSEPH
MAYOR

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE AND
RELIANCE OF THE CITY OF NORTH
MIAMI BEACH ONLY:

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

RESOLUTION NO. R2026-XX

EXHIBIT A



(Revised 10.2025)
PROCUREMENT MANAGEMENT DEPARTMENT

CHANGE ORDER FORM

Purchase Order Change Order ☒

Contract Change Order ☐

Title: CABALLERO & FIERMAN LLERENA & GARCIA LLP AUDIT SERVICES	Contract No.: BW1814 Purchase Order No.: 260821
Vendor: 523580 Caballero & Fierman Llerena & Garcia LLP	Change Order No.: 2
Contract Award Date: 02/20/2026	Completion Date: 09/30/2026
Revised Completion Date (prior to this change): 09/30/2026	Revised Completion Date (including this change):

Item #	Summary of Amount	
A	Original Amount	\$ 110,000
B	Value of Change Orders Previously Approved	\$ 150,000
C	Adjusted Value Prior to this Change Order (A+B)	\$ 260,000
D	Cost of Changes in this Change Order	\$ 150,000
E	Adjusted Amount Including this Change (C+D)	\$ 410,000
F	Percentage Increase this Change Order $\frac{(E-C)}{C} \times 100$	% 57.69
G	Total Percent Increase to Date $\frac{(E-A)}{A} \times 100$	% 57.69

Account Number(s):

010105-511310

Description of Change:

The additional consultant services are necessary to provide support due to current staffing shortages.

Procurement Notes (For Procurement Personnel Only):

Code of Ordinances – Chapter III Purchasing, 3-3.20 Change Orders

The City Manager may approve any change orders so long as the total sum of all change orders does not exceed the total amount awarded by the City Commission by more than either ten percent of the contract cost or \$50,000.00, whichever is less. The scope of any project may not be changed without prior approval of the City Commission. No increase in contract price shall be approved unless there are sufficient funds available for such purpose.

This change order is hereby incorporated into and becomes a part of the Contract.

RECOMMENDED:

Averil Smith

(Project Manager / Preparer)

By: **Signature:** SHL 08/28/2026

(Division Approval) Email: averil.smith@citynmb.com (Date)

(Department Director Name)

By:

(Department Director Signature) (Date)

APPROVED:

By: SHL 08/28/2026

(Finance Department) (Date)

By:

(Procurement Department) (Date)

By:

(City Manager or Designee) (Date)

260821 08282026

Final Audit Report

2026-08-28

Created:	2026-08-28
By:	Denise Estivene (denise.estivene@citynmb.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0U1JK1eyhjdNvb0cnMdP8s6ItNclXGVu

"260821 08282026" History

-  Document created by Denise Estivene (denise.estivene@citynmb.com)
2026-08-28 - 6:18:29 PM GMT
-  Document emailed to Averil Smith (averil.smith@citynmb.com) for signature
2026-08-28 - 6:18:35 PM GMT
-  Email viewed by Averil Smith (averil.smith@citynmb.com)
2026-08-28 - 6:18:44 PM GMT
-  Document e-signed by Averil Smith (averil.smith@citynmb.com)
Signature Date: 2026-08-28 - 6:30:14 PM GMT - Time Source: server - Signature Appearance Selected: DRAW
-  Agreement completed.
2026-08-28 - 6:30:14 PM GMT



Procurement Management Department

Commission Agenda Staff Report

Date: September 15, 2026

Resolution No.: 2026-XX

To: Mayor and City Commission

From: Darvin Williams, City Manager

Prepared By: Shereece George Depusoir

Agenda Title: Resolution to Approve an Increase in Expenditure for Financial Administration Support and Staff Augmentation Services with Fierman PLLC dba Fierman Accountants and Advisors

Background

The City continues to experience transitional staffing needs within the Finance Department, particularly in maintaining continuity of financial administration and operational functions. During this period, supplemental professional expertise is necessary to ensure that core financial operations remain timely, accurate, and fully compliant with applicable reporting requirements.

In order to maintain operational stability, the City engaged Caballero, Fierman, Llerena & Garcia LLP pursuant to Resolution R2026-21 to provide financial administration support and staff augmentation services and a subsequent allocation increase via Commission approved Resolution R2026-69 at its May 19, 2026; thereby bringing the total expenditure to \$260,000.

The firm now named Fierman PLLC dba Fierman Accountants and Advisors, formerly known as Caballero, Fierman, Llerena & Garcia LLP ("Fierman") has since continued to assist the City in sustaining key financial functions and supporting the ongoing coordination of audit preparation activities, helping to bridge capacity gaps within the department.

The continued engagement of Fierman is intended to preserve continuity in financial reporting processes, support internal review functions, and ensure that the City remains positioned for a smooth and efficient audit cycle while permanent staffing solutions are finalized.

Recommendation

The City Manager and the Chief Financial Officer recommend that the City Commission approve an increase to the previously approved Agreement for continued financial administration support and staff augmentation services in the amount of \$150,000.00, increasing the total not to exceed amount to \$410,000.00,

Fiscal Impact

The requested amount of \$150,000.00 will be reallocated from the Salaries budget line, as approved in the adopted FY 2026 budget, to the Professional Services budget line



Legislation
7.1.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	
VIA:	
DATE:	September 24, 2026

RE: Resolution No. R2026-138 NMB Prohibition Event Sponsorship (Sponsored by Vice Mayor Phyllis S. Smith and co-sponsored by Commissioner Lynn Su)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

📎 Resolution

RESOLUTION NO. 2026- XXX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ESTABLISHING A POLICY PROHIBITING THE MAYOR OR ANY MEMBER OF THE CITY COMMISSION WHO IS A CANDIDATE FOR RE-ELECTION FROM USING MUNICIPAL FUNDS OR RESOURCES TO SPONSOR, HOST, CO-HOST, OR OTHERWISE FUND CERTAIN EVENTS DURING THE NINETY (90) DAYS IMMEDIATELY PRECEDING THE ELECTION IN WHICH SUCH OFFICIAL IS A CANDIDATE; PROVIDING FOR DEFINITIONS; PROVIDING EXCEPTIONS FOR OFFICIAL CITY EVENTS AND EMERGENCY OR ESSENTIAL GOVERNMENTAL FUNCTIONS; PROVIDING FOR IMPLEMENTATION BY THE CITY MANAGER; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach ("City") recognizes that public funds and municipal resources are held in trust for the benefit of the residents of the City and should be administered in a manner that promotes public confidence, fiscal responsibility, transparency, and the appearance and reality of impartial governmental administration; and

WHEREAS, the City presently permits the Mayor and members of the City Commission, subject to applicable City policies and procedures, to sponsor certain events utilizing funds appropriated for their respective offices, including contingency funds and other authorized municipal resources; and

WHEREAS, such City-sponsored events may provide legitimate public benefits by promoting community engagement, disseminating information regarding City programs and services, recognizing residents and community organizations, and providing recreational, educational, cultural, or civic programming; and

WHEREAS, the Mayor and members of the City Commission are periodically candidates for re-election to their respective municipal offices; and

WHEREAS, the expenditure of municipal funds or use of City resources for an event individually sponsored, hosted, or promoted by an elected official during the period immediately preceding an election in which that official is a candidate may create an appearance that public resources are being used to enhance the visibility or public profile of an incumbent candidate; and

WHEREAS, the Mayor and City Commission desire to establish a clear and uniformly applicable safeguard separating the expenditure of municipal funds for individually sponsored events from the electoral activities of incumbent elected officials seeking re-election; and

WHEREAS, this Resolution is intended to regulate the expenditure and use of City funds and resources and is not intended to prohibit any elected official from campaigning, attending community events in his or her individual capacity, exercising rights protected by the United States

or Florida Constitutions, or using lawful campaign funds or other non-City resources consistent with applicable law; and

WHEREAS, the Mayor and City Commission find that establishing a ninety (90)-day period immediately preceding an election during which an elected official seeking re-election may not use municipal funds or resources to sponsor, host, co-host, or fund an event promotes fiscal accountability, public confidence, and the separation of governmental resources from electoral activities; and

WHEREAS, the Mayor and City Commission find that adoption of this Resolution serves a valid municipal and public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS ADOPTED.

The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. DEFINITIONS.

For purposes of this Resolution, the following terms shall have the meanings set forth below:

A. "Candidate for Re-Election" means the Mayor or a member of the City Commission who has filed the documentation required by applicable law to seek election to another consecutive term in the municipal office then held by that official.

B. "Municipal Funds or Resources" means any funds, appropriations, accounts, property, personnel, equipment, services, facilities, or other resources owned, funded, controlled, or provided by the City, including but not limited to:

1. Mayor or Commissioner contingency funds;
2. Departmental appropriations or operating funds;
3. City personnel or staff time dedicated specifically to planning, organizing, promoting, staffing, or administering a sponsored event;
4. City facilities for which fees would otherwise be charged;
5. Police, fire, public works, parks and recreation, communications, information technology, transportation, or other municipal services provided specifically for the event;
6. City vehicles, equipment, supplies, or materials;
7. City-funded food, beverages, entertainment, promotional items, decorations, or giveaways;
8. City-funded advertising, printing, postage, social media promotion, photography, videography, or other communications specifically promoting the event; and

9. Any other expenditure or in-kind contribution having a monetary value and funded or provided by the City.

C. "Sponsored Event" means an event, program, celebration, reception, festival, community gathering, workshop, town hall, recreational activity, or similar function that is sponsored, hosted, co-hosted, organized, or requested by the Mayor or an individual member of the City Commission and for which Municipal Funds or Resources are expended or utilized.

SECTION 3. NINETY-DAY RE-ELECTION RESTRICTION.

A. Beginning ninety (90) calendar days before the date of an election in which the Mayor or a member of the City Commission is a Candidate for Re-Election, and continuing through the conclusion of election day, that elected official shall not use, authorize, request, direct, or cause the expenditure of Municipal Funds or Resources to sponsor, host, co-host, organize, or fund a Sponsored Event.

B. During the restricted period, no expenditure shall be made from the affected elected official's contingency account or other City account for a Sponsored Event attributable to that elected official.

C. The restriction shall apply regardless of whether the proposed expenditure or event was authorized, requested, budgeted, or planned before commencement of the ninety (90)-day period if the event itself is scheduled to occur during the restricted period.

D. No City department or employee shall expend Municipal Funds or Resources for an event prohibited by this Resolution at the request or direction of an elected official subject to the restriction.

E. Municipal Funds or Resources shall not be transferred, reclassified, reimbursed, or routed through another City account, department, elected official, outside organization, or third party for the purpose of circumventing the restrictions established by this Resolution.

SECTION 4. EXCEPTIONS.

The restrictions established by this Resolution shall not prohibit:

A. Official City Events. An elected official from attending or participating in an event that is sponsored by the City as an institution, included on an adopted Citywide events calendar, or otherwise approved by the City Commission, provided that the event is not converted into an individually sponsored event for the benefit of the affected elected official.

B. Regular Governmental Functions. Attendance or participation in regularly scheduled Commission meetings, workshops, budget hearings, advisory board meetings, intergovernmental meetings, public hearings, ceremonial functions, or other ordinary governmental activities conducted in the normal course of City business.

C. Emergency and Public-Safety Activities. Activities reasonably necessary to address an emergency, natural disaster, public-safety matter, or other urgent governmental need.

D. Legally Required Activities. Any meeting, notice, hearing, communication, or expenditure required by federal, state, county, or municipal law.

E. Privately Funded Activities. Attendance at, participation in, or sponsorship of an event using campaign funds, personal funds, or other lawful non-City funds or resources, provided that no Municipal Funds or Resources are utilized and the activity otherwise complies with applicable election, ethics, campaign-finance, and other laws.

Nothing contained in this Section shall authorize the use of City resources for campaign purposes or otherwise permit conduct prohibited by applicable law.

SECTION 5. CITYWIDE EVENTS AND ELECTED-OFFICIAL RECOGNITION.

During the ninety (90)-day restricted period, an official subject to this Resolution may attend and perform customary governmental or ceremonial duties at otherwise permissible Citywide events. Such attendance shall not, standing alone, constitute sponsorship of the event.

Nothing herein shall require the City to exclude an elected official from an official City function merely because the official is a Candidate for Re-Election.

SECTION 6. IMPLEMENTATION AND ADMINISTRATION.

The City Manager, or the City Manager's designee, is hereby authorized and directed to implement and administer this Resolution and to establish such administrative procedures as may be reasonably necessary to ensure compliance.

Upon commencement of the ninety (90)-day restricted period, the City Manager shall direct the appropriate departments to suspend approval of expenditures or commitments for Sponsored Events attributable to an elected official subject to this Resolution.

The City Manager shall also have authority to determine, in consultation with the City Attorney when necessary, whether a proposed expenditure, event, or use of City resources falls within the restrictions or exceptions established herein.

SECTION 7. NO EFFECT ON LAWFUL CAMPAIGN ACTIVITY.

Nothing in this Resolution shall be interpreted as regulating the content of political speech, restricting lawful campaign activities conducted with non-City resources, or prohibiting an incumbent elected official from appearing, speaking, or participating in community activities in his or her personal or campaign capacity.

This Resolution is intended solely to establish limitations upon the expenditure and use of Municipal Funds or Resources in connection with individually sponsored events during the specified pre-election period.

SECTION 8. CONFLICTS.

All resolutions, policies, administrative procedures, or portions thereof in conflict with this Resolution are hereby superseded to the extent of such conflict.

The City's Events, Fee Waiver, and Facility Usage Policy and any other City policy governing Mayor- or Commissioner-sponsored events shall be administered consistent with the restrictions established herein.

SECTION 9. SEVERABILITY.

If any section, sentence, clause, phrase, or provision of this Resolution is held invalid or unconstitutional by a court of competent jurisdiction, such determination shall not affect the validity of the remaining portions of this Resolution.

SECTION 10. EFFECTIVE DATE.

This Resolution shall become effective immediately upon adoption.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **24th day of September 2026**.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

(CITY SEAL)

MICHAEL JOSEPH
MAYOR

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE AND
RELIANCE OF THE CITY OF NORTH
MIAMI BEACH ONLY:

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Vice Mayor Smith and co-sponsored by Commissioner Su



**Legislation
7.2.**

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Darvin Williams, City Manager
VIA:	
DATE:	September 24, 2026

RE: Resolution No. R2026-139 Approving Contract Renewal with Black & Veatch for Program Management Staff Augmentation (Sponsored by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- ☐ Resolution
- ☐ Exhibit A
- ☐ Staff Report

RESOLUTION NO. R2026- XXX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE FINAL ONE-YEAR RENEWAL TERM FOR PROGRAM MANAGEMENT AND STAFF AUGMENTATION WITH BLACK & VEATCH CORPORATION IN AN AMOUNT NOT TO EXCEED \$593,435.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 166, *Florida Statutes* and Section 1.4 of the Charter of the City of North Miami Beach (“City”), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

WHEREAS, the City of North Miami Beach (“City”) issued Request for Qualifications No. 19-099-DR (“RFQ”) for NMB Water Capital Improvement Program Management Support Services and, pursuant to Resolution No. R2020-41, awarded the RFQ to Black & Veatch Corporation (“Black & Veatch”). Subsequently, executing a Contract for an initial five (5)-year term, with the option to renew for up to two (2) additional one (1)-year terms; and

WHEREAS, during the term of the Contract, the City Commission has approved five (5) work orders authorizing Black & Veatch to provide program management and related professional services in support of NMB Water’s Capital Improvement Program, contributing to the management and successful completion of more than eighteen (18) capital improvement projects and studies to date; and

WHEREAS, NMB Water desires to exercise the final one (1)-year renewal term and continue utilizing Black & Veatch to provide critical program management and staff augmentation services necessary to support its ongoing Capital Improvement Program, including construction coordination, grant funding administration, regulatory agency coordination and management, and various project and program administration services; and

WHEREAS, continuation of these services during the final renewal term will provide continuity of program oversight, institutional knowledge, and technical support for ongoing and planned capital improvement initiatives and assist NMB Water in maintaining project schedules, regulatory compliance, grant requirements, and effective administration of its Capital Improvement Program; and

WHEREAS, pursuant to Section 3-3.14 of the City Code, the City Manager has the authority to approve purchases and awards up to fifty thousand dollars (\$50,000), and any expenditure above this amount need to be presented to the Mayor and City Commission for approval; and

WHEREAS, the City Manager and Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to exercise the final one (1)-year renewal term with Black & Veatch to provide critical program management and staff augmentation services in an amount not to exceed \$593,435.00 with a \$100,000 contingency allowance; and

WHEREAS, the Mayor and City Commission believe it is in the best interests of the City to exercise the final one (1)-year renewal term of the previously approved Contract with Black & Veatch Corporation to provide critical program management and staff augmentation services in an amount not to

exceed \$593,435.00 with a \$100,000 contingency allowance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA THAT:

Section 1. The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

Section 2. The Mayor and City Commission hereby authorize the City Manager or designee to execute the final one (1) year renewal term of the previously executed Contract with Black & Veatch in an amount not to exceed \$693,435.00 inclusive of contingency allowance, for continued program management and staff augmentation support services, and to otherwise proceed as set forth hereinabove.

Section 3. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

Section 4. All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given affect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 7. This Resolution shall take effect immediately upon adoption.

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APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **24th day of September 2026**.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

(CITY SEAL)

MICHAEL JOSEPH
MAYOR

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE AND
RELIANCE OF THE CITY OF NORTH MIAMI
BEACH ONLY:

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

North Miami Beach Water Business Continuity Plan

Section 1: PURPOSE AND INTENT

The purpose of this Scope of Work is to provide continued professional and technical support services to the City of North Miami Beach Water Utility (City) following the completion of the current program management services to ensure uninterrupted delivery of critical infrastructure projects, support grant administration and application efforts, and execute project implementation functions. The services are intended to maintain operational continuity, preserve institutional knowledge, support funding opportunities, and assist the City in advancing strategic infrastructure initiatives while internal staffing resources are limited.

Section 2: SCOPE OF WORK

TASK 1- TECHNICAL SUPPORT SERVICES

Overview

This task provides the technical, administrative, and strategic support needed to maintain operational continuity and advance the City's utility initiatives after completion of the current Program Management Support contract. Black & Veatch (BV) shall provide professional services to supplement City resources, support critical business functions, and assist with current and future capital improvement projects. These services are intended to complement City staff capabilities and provide specialized expertise in technical support, project delivery, and utility management.

For the duration of this Work Order, BV shall collaborate with the City to identify and address utility project needs, including technical drawing reviews, proposal evaluations, preparation of bid-ready project documentation, and project delivery support. BV shall also provide recommendations that promote efficient execution of the City's infrastructure projects and long-term strategic objectives, adjusting the level and type of support as City priorities, conditions, and funding opportunities change.

Technical Support Services

BV shall provide technical support services in the following areas, as directed by the City:

A. NMB Water Infrastructure Projects

- Assist the City in documenting project status and evaluating project priorities, schedules, opinion of and probable cost evaluations.
- Provide best practice implementation strategies and recommendations to improve project delivery.
- Coordinate with City departments to facilitate execution of infrastructure project related activities.

B. Technical Advisory and Project Delivery Support

- Provide technical guidance and document review across all project phases (planning, design, construction, startup, commissioning, and closeout) including recommendations on scope, schedule, budget, procurement strategy, constructability, and risk.
- Provide technical support related to project permitting, stakeholder coordination, and interagency coordination.
- Assist the City in preparing technical scopes of work, requests for proposals, requests for qualifications, procurement packages, and consultant task orders.
- Provide subject matter expertise related to water, wastewater, reclaimed water, stormwater, treatment facilities, SCADA systems, asset management, utility operations, and infrastructure implementation.

C. Project Closeout and Business Continuity Support

- Support completion and closeout activities associated with projects that are substantially complete, including review of record documents, as-builts, warranties, operations and maintenance documentation, permits, and final deliverables.
- Preserve institutional knowledge of active and completed Capital Improvement Program (CIP) projects.
- Provide support for coordination with regulatory agencies, consultants, contractors, funding agencies, and City stakeholders.

D. Strategic Utility Support Services

- Provide advisory support regarding utility planning initiatives, infrastructure resilience, regulatory compliance, asset management, and capital investment planning.
- Assist City leadership with evaluating future utility infrastructure needs and available implementation strategies.

- Support development of technical presentations, City Commission agenda materials, staff reports, executive briefings, and other documentation required to communicate project status, funding opportunities, and strategic initiatives.

Deliverables

- Technical reports and analysis.
- Project schedules and implementation plans.
- Procurement and solicitation support documents.
- City staff reports and City Commission agenda materials.
- Meeting minutes and action item logs.
- Project closeout documentation reviews.
- Technical memoranda and advisory recommendations.

Assumptions

- BV will perform technical support services only and will not be signing nor sealing documentation as part of this scope of work.
- For all above referenced tasks, the City's Water Utility Director will notify BV, in writing, of projects to be implemented as part of this work order.
- Utilization of subject matter experts will be approved, in writing, by the City's Water Utility Director.

TASK 2- FUNDING APPLICATION SUPPORT

2.1 WIFIA-Letter of Interest (LOI)

The Water Infrastructure Financing and Innovation Act (WIFIA) is one of the few financing programs able to finance (up to 49% of) large capital projects and is a good fit for the Norwood project. WIFIA has a two-step application process – the Letter of Interest (LOI) and the Application. This task is for the preparation of the WIFIA LOI. BV will:

- Work with key City individuals in finance, engineering, and other areas to develop the WIFIA Letter of Interest (LOI) response.
- Develop a submittal timeline and identify who is responsible for responding to questions.
- Lead calls with the City:
 - Initial kick-off call
 - Brainstorming call for Section D

- One check-in call in advance of final draft
- Coordinate via email with the United States Environmental Protection Agency (EPA) WIFIA team throughout the process, as needed. There may be sections of the LOI that could benefit from additional feedback from the EPA WIFIA team.
- Consolidate information provided by the City and streamline for LOI response.
- Structure the response to best match WIFIA selection criteria and priorities.
- Ensure that the final LOI clearly describes the prospective borrower and the proposed project, provides key financial and engineering information and documents, and matches the project to the selection criteria.

Deliverables

- WIFIA LOI and compiled folder of relevant attachments

Assumptions

- The City will submit the LOI and all necessary attachments to the EPA SharePoint site.
- City financial staff will provide either a credit rating for the proposed security and lien for the loan or a financial pro forma with two years audited financial statements.
- City financial staff will provide an outline of sources and uses of funds for the total project cost.
- City staff will provide available technical reports from the City's Engineer of Record (EOR).

2.2 WIFIA – Full Loan Application

This assumes that following the LOI submittal, the City will be invited to apply for a loan. The full loan application requires significantly more information than the LOI. BV will:

- Work with key internal individuals in finance, engineering, and others to prepare the Application. It is assumed that the required information will be provided by the City, including but not limited to financial model. BV will provide a list of the required information for the City to provide prior submittal of the full loan application.
- Develop a submittal timeline and who is responsible for responding to questions for the application.

- Communicate with the WIFIA team as needed throughout the Application process.
- Prepare optimal responses based on BV's insight into past project applications.
- Ensure that the Application clearly describes the prospective borrower and the proposed project, provides key financial and engineering information and documents, meets all application criteria, and includes supporting documents.

Deliverables

- WIFIA Application and relevant documents

Assumptions

- The Programmatic Environmental Assessment (PEA) Environmental Questionnaire is not included under this scope of work, but may be added as additional scope if needed.
- The City will submit the Application and necessary attachments to the EPA SharePoint site.
- The City will pass a resolution authorizing the Application.
- City financial staff will provide:
 - The most current rate study available
 - A description of the City's rate setting process and applicable regulations
 - Proposed credit terms
 - Two years of audited financial statements
 - Financial pro forma
 - Governing debt issuance documents
 - Bond issuance documents
 - Copies of other outstanding loan agreements, if any
 - Major wholesale water/sewer agreements, if any
 - Terms of any customer assistance programs

2.3 Drinking Water State Revolving Fund (DWSRF) – Request for Inclusion (RFI)

The DWSRF is a two-step process – the Request for Inclusion (RFI) and the Application. The purpose of this task is to assist the City in the preparation of the DWSRF RFI. BV will:

- Lead the development of the RFI document.
- Manage the timeline for submittal.
- Prepare the submittal document, including attachments.
- Work with City staff to:
 - Compile required technical, financial and other information including:
 - Project description - location, scope, narrative on importance of project and environmental benefit.
 - Maps showing system boundaries, existing and proposed service area, and project area.
 - Estimated cost and schedule.
 - Maximize project priority (select highest category)

Deliverables

- DWSRF RFI and attachments

Assumptions

- The City will ensure that the appropriate signatures are received by the required date.
- The City will submit the RFI and all necessary attachments through email.

2.4 Drinking Water State Revolving Fund (DWSRF) – Application

This assumes that following the RFI submittal, the project will be placed on the Intended Use Plan (IUP) and will have the opportunity to apply for a DWSRF loan. The Application requires significantly more information than the RFI. BV will:

- Lead the development of the loan application.
- Manage the timeline for submittal.
- Prepare submittal document, including attachments.
- Work with City staff to:

- Compile required technical, financial and other information including:
 - Project description – scope, schedule, and cost
 - Detailed summary of all projected construction activity
 - Supplementary financial information

Deliverables

- DWSRF Loan Application and attachments

Assumptions

- The City will ensure that the appropriate signatures are received by the required date.
- The City will submit the application and all necessary attachments through email.
- The City will pass a resolution authorizing the application.
- City staff will provide financial information, including:
 - Schedule of projected revenues and debt coverage
 - Schedule of actual revenues and debt coverage
 - Schedule of prior and parity liens
- City staff will provide available technical reports from the EOR.

2.5 DWSRF Emerging Contaminants

The Drinking Water State Revolving Fund (DWSRF) Emerging Contaminants Program which provides loans with principal forgiveness through the FDEP's SRF for projects addressing emerging contaminants, such as PFAS. The purpose of this task is to assist the City in the preparation of the DWSRF Emerging Contaminants Request for Inclusion (RFI) and application. BV will:

- Lead the development of the RFI document.
- Manage the timeline for submittal.
- Prepare the submittal document, including attachments.
- Work with City staff to:
 - Compile required technical, financial and other information including:
 - Project description - location, scope, and previous PFAS sampling data

- Maps showing system boundaries, existing and proposed service area, and project area
- Estimated cost and schedule
- Maximize project priority (select highest category)

Deliverables

- DWSRF Emerging Contaminants RFI and attachments

Assumptions

- The City will ensure that the appropriate signatures are received by the required date.
- The City will submit the RFI and all necessary attachments through email.

2.6 DWSRF Emerging Contaminants – Application

This assumes that following the RFI submittal, the project will be placed on the Intended Use Plan (IUP) and will have the opportunity to apply for the DWSRF emerging contaminants appropriation. BV will:

- Lead the development of the application.
- Manage the timeline for submittal.
- Prepare submittal document, including attachments.
- Work with City staff to:
 - Compile required technical, financial and other information including:
 - Project description – scope, schedule, and cost
 - Detailed summary of all projected project activity
 - Supplementary financial information

Deliverables

- DWSRF Emerging Contaminants Application and attachments

Assumptions

- The City will ensure that the appropriate signatures are received by the required date.
- The City will submit the application and necessary attachments through email.

- The City will pass a resolution authorizing the application.

TASK 3- FUNDING ADMINISTRATION SUPPORT

Grant Reporting

- Assist the City with federal funding compliance requirements, including:
 - Monthly/quarterly reporting obligations
 - Review of procurement packages and construction agreements
 - Preparation of reimbursement requests, in conjunction with the City's finance department, documenting expenses spent on grant funded projects
 - Amending funding agreements as needed
 - Review of certified payroll
 - Review of Build America, Buy America (BABA) and American Iron and Steel (AIS) certification letters
 - Funding agency coordination and audit support
 - Preparing technical memoranda, grant narratives, cost-benefit information, and project descriptions

Deliverables

Deliverables under this task may include:

- Monthly reports
- Quarterly reports
- Progress meeting minutes
- Reimbursement packages

Assumptions

- Construction management services are excluded from this scope of work.
- On-site Davis-Bacon worker interviews are not included in this scope of work; the City will be responsible for conducting the in-person interviews.
- City procurement staff is responsible for compliance with all funding program requirements for procurement.
- City financial staff will provide documentation required for reimbursement requests, such as checks and paid invoices.

SECTION 3: ROLES

BV's Roles and their functions are described below. Total estimated level of effort for each role is provided in Exhibit B. All roles are **part time** unless otherwise stated.

ROLES:

- **Contract Manager:** Working a few hours a month from BV's local Home Office, BV's Contract Manager provides corporate oversight to make sure the team is properly resourced and help to establish critical success factors and reviews metrics to maintain performance.
- **National Practice Leader (SME):** Provides as-needed subject matter expertise, technical advisory support, and project-specific reviews from BV's offices to support City's designated infrastructure projects. This role may review City-contracted Architect and Engineer (A/E) drawings, specifications, cost estimates, technical documents, procurement materials, related project deliverables at designated review stages, funding program applications; provide Quality Assurance and Quality Control (QA/QC) review and technical recommendations; support background research, data collection, and data review; and provide specialized technical assistance needed to advance planned work under this Work Order.
- **Project Manager:** Working part-time, this position leads all BV efforts and collaborates with the Team to observe and evaluate existing CITY practices, identify practices which work well for the CITY, adapt practices which merit improvement, and build on their findings on collaboration with the Team to develop standardized core project management processes, tools, and systems across the designated infrastructure projects.
- **Mid-Level Project Manager:** This position supports City's Pre-Construction team by managing the planning, design, permitting and construction procurement for assigned projects. Working from City's offices supports the City by managing the Engineering During Construction process, including coordinating reviews of submittals, responses to RFIs and review of shop drawings and as-built drawings. Coordinate with the A/E firms to ensuring that all permits are being complied with and report the progress .
- **Editor / Technical Writer:** Supports City with grant related activities, as references in the above scope of work. Program Support areas of service include grant writing, reimbursement package preparation, preparation of monthly and quarterly reports, and coordination with funding agencies.
- **Sr. Administrator:** Working part-time, provides requisite routine accounting and financial reporting support.
- **Project Controls:** Working part-time, Project Controls works in tandem with the Team to develop and implement controls plans for the designated infrastructure

projects and provide reports, and other information to help the CITY visualize the tracked and forecasted performance of the projects.

- **Design Engineer:** This position supports the team with activities related to grant compliance such as review of American Iron and Steel (AIS) and Build America, Buy America (BABA) certification letters for projects in the construction phase.

SECTION 4: BASIS OF COMPENSATION

The services described above will be compensated in accordance with Contract No. 19-099-DR as a Time & Materials fee and not to exceed of \$588,434.40, and a reimbursable expense of \$5,000.00 for a Grand Total of \$593,434.40. These values were calculated based on the estimated level of effort for labor and expertise prescribed by the CITY to support implementation of the utility infrastructure projects. Exhibit B depicts the level of effort estimated for these services.

Should the labor requirements for CONSULTANT professionals assigned to the CITY to work full-time exceed a normal 40-hour work week, CONSULTANT and CITY will re-evaluate the need for additional personnel and negotiate an amendment to support fulfillment of the CITY's labor needs as it transitions to build up the CITY's institutional capability and associated internal management and labor capacity.

The CONSULTANT will invoice the City on a monthly basis for the services rendered during the prior month.

Exhibit B

B&V WORK ORDER 1: ESTIMATE LEVEL OF EFFORT

	TITLE / POSITION	Employer	HOURLY BILLING RATES										Total Hrs	Total \$
TASK 1 - TECHNICAL SUPPORT SERVICES	Project Manager	B&V A-E Offices	\$ 294.63	68	68	68	68	68	68	68	68	612	\$ 180,313.56	
	Mid-level Project Manager	B&V A-E Offices	\$ 196.11	64	62	76	78	94	92	92	92	684	\$ 134,139.24	
	Contract Manager	B&V A-E Offices	\$ 294.63	1	1	1	1	1	1	1	1	9	\$ 2,651.67	
	Sr. Administrator	B&V A-E Offices	\$ 130.42	1	1	1	1	1	1	1	1	9	\$ 1,173.78	
	Project Controls	B&V A-E Offices	\$ 130.42	1	1	1	1	1	1	1	1	9	\$ 1,173.78	
	Editor/Technical Writer	B&V A-E Offices	\$ 267.70	2	2	2	2	2	2	2	2	18	\$ 4,818.60	
	National Practice Leader (SME)	B&V A-E Offices	\$ 193.98	2	2	1	1	1	1	1	1	12	\$ 2,327.76	
		B&V A-E Offices	\$ 326.61	20	22	22	22	22	22	22	20	194	\$ 63,362.34	
Technical Support Services Total			159	139	137	150	152	168	166	166	1,353	\$ 389,960.73	\$	
TASK 2 - FUNDING APPLICATION SUPPORT	National Practice leader (SME)	B&V A-E Offices	\$ 326.61	6	7	8	4	2	2	3	4	42	\$ 13,717.62	
	Editor/Technical Writer	B&V A-E Offices	\$ 193.98	32	40	40	36	20	20	20	260	\$ 50,434.80		
	Project Manager	B&V A-E Offices	\$ 294.63	4	4	8	8	4	4	4	44	\$ 12,963.72		
	Contract Manager	B&V A-E Offices	\$ 294.63	1	1	1	1	1	1	1	9	\$ 2,651.67		
	Sr. Administrator	B&V A-E Offices	\$ 130.42	1	1	1	1	1	1	1	9	\$ 1,173.78		
	Project Controls	B&V A-E Offices	\$ 130.42	1	1	1	1	1	1	1	9	\$ 1,173.78		
	Editor/Technical Writer	B&V A-E Offices	\$ 267.70	1	1	1	1	1	1	1	9	\$ 2,409.30		
		B&V A-E Offices	\$ 193.98	2	2	2	2	2	2	2	18	\$ 3,491.64		
Funding Application Support Total			45	45	59	51	27	29	33	31	373	\$ 88,016.31	\$	
TASK 3 - FUNDING ADMINISTRATION SUPPORT	National Practice Leader (SME)	B&V A-E Offices	\$ 326.61	2	4	2	2	2	2	2	2	22	\$ 7,185.42	
	Editor/Technical Writer	B&V A-E Offices	\$ 193.98	30	32	32	42	42	42	42	316	\$ 61,297.68		
	Staff Engineer	B&V A-E Offices	\$ 193.98	12	14	14	14	14	14	12	122	\$ 23,665.56		
	Contract Manager	B&V A-E Offices	\$ 294.63	2	2	2	2	2	2	2	18	\$ 5,303.34		
	Sr. Administrator	B&V A-E Offices	\$ 130.42	2	2	2	2	2	2	2	18	\$ 2,347.56		
	Sr. Administrator	B&V A-E Offices	\$ 130.42	2	2	2	2	2	2	2	18	\$ 2,347.56		
	Project Controls	B&V A-E Offices	\$ 267.70	2	2	2	2	2	2	2	18	\$ 4,818.60		
	Editor/Technical Writer	B&V A-E Offices	\$ 193.98	2	2	2	2	2	2	2	18	\$ 3,491.64		
Funding Administration Support Total			52	56	56	56	66	66	66	54	550	\$ 110,457.36	\$	
Total B&V Direct Expenses			256	240	247	251	245	263	265	251	2,276	\$ 588,434.40	\$	
Total B&V Direct Labor													\$ 5,000.00	\$
Total Direct Labor													\$ 593,434.40	\$

Exhibit B: 2026 Hourly Rates per Labor Category

TITLE / POSTION	HOURLY BILLING RATES
TITLE / POSTION	HOURLY BILLING RATES
Principal	\$331.66
National Practice Leader (SME)	\$326.61
Sr. Technical Specialist	\$296.42
Contract Manager	\$294.63
Project Manager	\$294.63
Project Manager - Preconstruction	\$277.94
Public Information Officer	\$272.38
Construction Manager	\$268.24
Project Controls	\$267.70
Trenchless Technologist Specialist	\$266.94
Biosolids Specialist	\$266.94
Technical Specialist	\$266.89
Senior Engineering Manager	\$260.73
Water Treatment Plant - Membranes Engineer	\$255.16
Geotechnical Engineer	\$254.76
Graphic Designer	\$238.27
Water Treatment Plant - Lime Softening Engineer	\$237.80
Engineering Manager	\$237.38
QA/QC Manager	\$236.90
PM/CM Support Plans and Procedures	\$236.90
Cost Estimator	\$226.24
FDEP Permitting Specialist	\$226.24
Permitting Lead	\$214.92
Scheduling	\$214.92
Structural Engineer	\$207.54
Mechanical Engineer	\$207.54
Electrical I&C Engineer	\$207.54
Civil Engineer (Gravity Sewer / Force Mains / Water	\$207.54
Architect	\$207.54
Mid-level Project Manager	\$196.11
Editor/Technical Writer	\$193.98
SCADA Specialist	\$193.07
Construction Inspectors - Structural	\$170.57
Construction Inspectors - Mechanical	\$170.57
Construction Inspectors - Electrical and I&C	\$170.57
CAD Designer	\$165.88
Design Engineer	\$160.23
Project Engineer	\$148.68
Safety Officer	\$148.01
Inspector	\$145.79
Field Office Administrative Assistant	\$131.65
Staff Engineer	\$130.78
Sr. Administrator	\$130.42
Assistant Office Engineer	\$112.31
Administrative Support Staff, Technician	\$82.92
Clerical, Document Control Clerk, Project Accountant	\$80.55
Copy Editor	\$80.55
Proposed billing rates are effective from June 1, 2020 through September 30, 2022 (end of FY 2022). Commencing with FY 2023, rates will be adjusted to reflect adjustments in the cost of labor. In order to keep pace with the inflation of regular business costs, it is agreed that upward adjustments will be based on the annual change in the Consumer Price Index ("CPI") as established by the Bureau of Labor and Statistics and applicable to the Miami-Fort Lauderdale Area, to be requested thirty days (30) prior to the expiration of the then-current term; at no point shall this adjustment exceed 3% annually.	

CITY COMMISSION STAFF REPORT

NMB Water Business Continuity Plan

SUBJECT:

Approval of a Scope of Work with Black & Veatch for North Miami Beach Water business continuity, technical support, funding application assistance, and funding administration services.

BACKGROUND:

The City of North Miami Beach Water Utility requires continued professional and technical support as the Program's construction management phase is approximately 95% complete. As the existing Black & Veatch Program Management Support contract nears completion and new projects move into development, the City intends to use existing agreement RFQ# 19-099-DR to implement the Business Continuity Plan. The new scope will extend support under the current agreement, providing uninterrupted technical assistance, preserving institutional knowledge, and supporting continued project delivery while internal staffing resources remain limited.

The proposed Scope of Work applies only to North Miami Beach Water and includes three primary service areas:

- Technical support for ongoing and future utility infrastructure projects.
- Funding application support for federal and state financing programs.
- Funding administration support for active grant-funded projects.

Black & Veatch will supplement City resources and adjust support based on City priorities, project conditions, and available funding opportunities.

ANALYSIS:

1. Technical Support Services

Black & Veatch will assist the City with documenting project status, evaluating priorities, schedules, and probable costs, recommending delivery improvements, and coordinating infrastructure-related activities with NMB Water.

Technical advisory and project-delivery services may be provided during planning, design, construction, startup, commissioning, and closeout. Support may include scope, schedule, budget, procurement, constructability, risk, permitting, stakeholder coordination, and interagency coordination. Black & Veatch may also assist with technical scopes of work, requests for proposals, requests for qualifications, procurement packages, and consultant task orders.



September 2nd, 2026

The Scope of Work provides access to subject-matter expertise in water, wastewater, reclaimed water, treatment facilities, SCADA systems, asset management, utility operations, and infrastructure implementation.

For projects nearing completion, Black & Veatch will support closeout activities, including review of record documents, as-built drawings, warranties, operations and maintenance manuals, permits, and final deliverables. The consultant will also help preserve institutional knowledge and coordinate with regulatory agencies, consultants, contractors, funding agencies, and City stakeholders.

Strategic utility support may include infrastructure resilience, capital investment planning, future infrastructure needs assessments, and preparation of presentations, City Commission agenda materials, staff reports, and executive briefings.

2. Funding Application Support

The Scope of Work includes preparation and coordination support for the following funding programs. Additional details are provided in the Scope of Work attached.

- WIFIA Application
- Drinking Water State Revolving Fund (DWSRF)
- DWSRF Emerging Contaminants

3. Funding Administration Support

Black & Veatch will assist the City with federal funding compliance and grant administration activities. Additional details are provided in the Scope of Work attached.

Anticipated funding administration deliverables include monthly reports, quarterly reports, progress-meeting minutes, and reimbursement packages.

RECOMMENDATION:

Staff recommends that the City Commission authorize approval and expenditure of \$593,434.40 for the North Miami Beach Water Business Continuity Plan, including a \$100,000.00 contingency for unforeseen circumstances.



September 2nd, 2026

FISCAL IMPACT:

The NMB Water Department will seek reimbursement from applicable funding agencies, including WIFIA and Florida Commerce, where eligible. Because the work is tied to ongoing capital infrastructure projects, the NMB Water Department will seek reimbursement from applicable funding agencies, where eligible. As large portions of the work qualify for reimbursement and sufficient funding exists in the Water Utility Capital Fund, the Business Continuity Plan is expected to have minimal impact on the operating budget.

<u>General Ledger Acct. Number</u>	<u>Budgeted Amount</u>	<u>Available Amount</u>	<u>Available After Budget Transfer</u>	<u>New Request Amount</u>	<u>Remaining Amount</u>
410904-533631	\$2,315,000.00	\$1,748,000.00	N/A	\$595,000.00	\$1,153,000.00
450910-533630	\$115,000.00	\$115,000.00	N/A	\$105,000.00	\$10,000.00

ATTACHMENTS:

1. NMB-Business Continuity Plan Proposal (Scope of work)



**Legislation
7.3.**

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Darvin Williams, City Manager
VIA:	
DATE:	September 24, 2026

RE: Resolution No. R2026-140 Approving a Purchase Order in the Amount of \$7,000,000 for Master IT Operations (Sponsored by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**

ATTACHMENTS:

Description

- ☐ Resolution
- ☐ Memo

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE UTILIZATION OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES, NATIONAL COOPERATIVE PURCHASING ALLIANCE, GENERAL SERVICES ADMINISTRATION AND OTHER NATIONAL COOPERATIVES FOR THE PURCHASE OF THE CITY'S INFORMATION TECHNOLOGY HARDWARE, SOFTWARE SERVICE AND MAINTENANCE OPERATIONAL NEEDS; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL RELATED DOCUMENTS TO EFFECTUATE THE PURCHASES WITH THE AWARDED VENDORS & AUTHORIZED DISTRIBUTORS IN THE TOTAL BUDGETED NOT TO EXCEED AMOUNTS HEREIN FOR FISCAL YEAR 2026-2027; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 3-3.14 of the City Code, the City Manager has the authority to approve purchases and awards up to fifty thousand dollars (\$50,000), and any expenditures above this amount need to be presented to the Mayor and City Commission for approval; and

WHEREAS, the City of North Miami Beach is eligible to utilize negotiated and approved purchasing contracts with the Florida Department of Management Services, U.S. General Service Administration, The Interlocal Purchasing System (TIPS) and multiple cooperative purchasing outlets like Omnia Partners, National Association of State Procurement Officials (NASPO) and National Cooperative Purchasing Alliance (NCPA); and

WHEREAS, all contracts, vendors, and any subsequently authorized resellers or distributors have been reviewed in accordance with established procurement methodologies and duly awarded by the appropriate governing bodies.

WHEREAS, The Information Technology Department ("IT") oversees and manages all aspects of the City's technology infrastructure and operations. This includes the administration of software licensing, hardware acquisition and deployment, and comprehensive maintenance services. IT ensures that the day-to-day operational needs are met Citywide, supporting every department, including the North Miami Beach Police Department and other offsite facilities; and

WHEREAS, The Procurement Management Department has strategically identified and leveraged multiple contracts executed by the entities referenced herein to ensure both continued cost savings and consistent availability of goods and services; and

WHEREAS, the City Manager and the Chief Procurement Officer recommend that the City Commission approve utilization of the approved contracts herein and issuance of Purchase

Orders in the budgeted not to exceed amounts as outlined herein; and

WHEREAS, the following table is a comprehensive listing of contracts, including their respective term dates and governing entities. These agreements collectively support the City's information technology operational requirements and ensure continuity of services across all departments.

ITEM NO.	VENDOR	CONTRACT NUMBER	CONTRACT TERM	FY 27 Expenditure
ITEM #1	AT&T 2 Guardhouses Internet, Snake Creek Canal Cameras, Carbyne Backup Internet, Highland Uleta Park Internet	GSA-47QTCA18D00JG	Through 8/27/2028	\$235,000
ITEM #2	COMCAST BUSINESS Backup Internet City Hall, Primary Internet PD, Backup Internet various City facilities, Primary Internet Library, Channel 77	GSA-35F-184BA	Through 1/31/2029	\$250,000
ITEM #3	IT PARTNERS Cloud Based Backup Services City Hall and Police Department	TIPS 230105	Through 5/31/2028	\$150,000
ITEM #4	INSIGHT PUBLIC SECTOR Various Software Renewals, Software Licenses	OMNIA PARTNERS -23-6692-03	Through 4/30/2028	\$250,000
ITEM #5	CDW GOVERNMENT Various Software Renewals, Software Licenses, Computer Hardware, Computer Equipment	Omnia Partners 23-6692-02 Omnia Partners R220801 Omnia Partners R2024056-01 Omnia Partners R250601 Omnia Partners 23-6692-02 Sourcewell 121923	Through 04/30/2028 Through 09/30/2027 Through 07/31/2034 Through 02/28/2031 Through 02/27/2028 Through 04/24/2029	\$500,000

		43230000-23-NASPO-ACS (MA# CTR060021)		
ITEM #6	PITNEY BOWES INC Mailing Services Citywide	State of Florida DMS 44102100-17-1 Sourcewell 070125-PIT	Through 2/19/2027 Through	\$150,000
ITEM #7	SHI INTERNATIONAL CORP Microsoft Licenses Citywide and Police Department	Omnia Partners – R220804 Omnia Partners - 2024056-02 Sourcewell 121923	Through 9/30/2027 Through 07/31/2034 Through 02/27/2028	\$300,000
ITEM #8	TYLER TECHNOLOGIES, INC ERP System & Time and Attendance Transparency Portal	NASPO-AR3764	Through 9/14/2027	\$700,000
ITEM #9	CELLCO PARTNERSHIP DBA VERIZON WIRELESS City Issued Cellphones, Duty Phones, Wireless Hotspots City Staff, Library and Police Department, Tablets for Public Works, Code and Building Dept	DMS-19/20-006C	Through 08/24/2031	\$150,000
ITEM #10	BH FOTO and Electronics DBA B&H Various Computer Equipment AV Supplies	OMNIA – R250402	Through 09/30/2028	\$200,000
ITEM #11	HOWARD TECHNOLOGY SOLUTIONS Various Computer Equipment AV Supplies	TIPS 230105 Omnia Partners 01-145	Through 5/31/2028	\$200,000

			Through 11/30/2030	
ITEM #12	COMPUTERS AT WORK, INC DBA VTECHIO Dell Warranties, Dell Equipment, Professional Services	NASPO-23026 NCPA 01-170 Omnia Partners 159571	Through 6/30/2027 Through 12/31/2027 Through 09/29/2028	\$900,000
ITEM #13	GRANICUS Agenda Management Systems and Cloud Streaming Subscription	Omnia Partners RFP 25-S940 Software Exemption	Through 09/30/2028	\$60,000
ITEM #14	MCCI, LLC Laserfiche, JustFOIA and Codification of Resolutions	Omnia Partners 01-162	Through 11/30/2027	\$150,000
ITEM #15	AIP US, LLC Professional Services, Hardware Renewals and Computer Equipment	Omnia Partners 01-168	Through 12/31/2028	\$100,000
ITEM #16	BEYOND OUR STRATEGIC SOLUTIONS Software Implementation Services	Software Exemption	Annual	\$90,000
ITEM #17	CARAHSOFT TECHNOLOGY CORPORATION Software Renewals, Software Maintenance and New Software	TIPS 220105 Omnia Partners 23-6692-01 Omnia Partners R240303 State of FL 43230000-24- STC GSA 47QSWA18D008F	Through 5/31/2027 Through 04/30/2028 Through 12/31/2029 Through 02/28/27 Through 08/21/2028	\$150,000

ITEM #18	DOF CREATIONS, LLC Network Equipment and Consulting	Omnia Partners-01-154	Through 11/30/2027	\$200,000
ITEM #19	SOUTHERN COMPUTER WAREHOUSE INC Hardware Renewals and Computer Equipment	TIPS 230105	Through 5/31/2028	\$50,000
ITEM #20	AVIXUM Backup system for City Hall & Police Department	OMNIA 01-170	Through 12/31/2027	\$300,000
ITEM #21	KOVA, CORP Radio Recording Solution	GSA-35F-011BA	Through 10/14/2028	\$25,000
ITEM #22	RING CENTRAL INC Citywide Phone System	Sourcewell – 120122	Through 3/17/2027	\$200,000
ITEM #23	CENTRAL SQUARE TECHNOLOGIES, LLC Annual Maintenance Fee – Police Department	Software Exemption	Annual	\$300,000
ITEM #24	FIBER ASSETCO LLC dba ZAYO (Formerly Crown Castle Fiber) Direct Internet Access & Wide Area Network	Annual Service Charges	Annual	\$120,000
ITEM #25	FL DEPT OF MANAGEMENT SERVICES Telephone Services	Annual Phone Service - Exemption	Annual	\$40,000
ITEM #26	HARRIS COMPUTER SYSTEMS NMB Water Impresa Support & Billing	Software Exemption	Annual	\$80,000
ITEM #27	MAINTENANCE CONNECTION, LLC Vertical Asset Management Subscription	Software Exemption	Annual	\$50,000

ITEM #28	WATERSMART SOFTWARE, INC/ VERTEXONE SOFTWARE LLC NMBW Customer Service Software	Software Exemption	Annual	\$80,000
ITEM #29	AZTECA SYSTEMS, LLC City Works Asset Management Software	Software Exemption	Annual	\$100,000
ITEM #30	ITRON, INC NMB Water AMI network hardware & software annual Maintenance	Software Exemption	Annual	\$160,000
ITEM #31	VERMONT Parks and Rec Webtrac software Maintenance	Software Exemption	Annual	\$50,000
ITEM #32	TOSHIBA Citywide Printing Services	NASPO 188037	Through 07/31/2027	\$250,000
ITEM# 33	CIVICPLUS, LLC NMB Website Hosting & support Services	Software Exemption	Annual	\$30,000
ITEM# 34	ESRI INC Citywide Mapping Services	Software Exemption	Annual	\$50,000
ITEM# 35	URBAN SDK INC Traffic Data Analytical Service	Sourcewell 060624-VTO	Through 10/28/2028	\$40,000
ITEM# 36	INFO-TECH RESEARCH GROUP INC Research and Advisory Services	State of Florida 81141902-25-VITA-ACS	Through 11/11/2027	\$60,000
ITEM# 37	SOUNDTHINKING, INC. PD Gunshot Subscription	Software Exemption	Annual	\$60,000
ITEM# 38	NEXTGEN SECURITY HOLDINGS LLC Citywide Security Camera System Software	TIPS RFP 250101 TIPS RFP 250106	Through 05/31/2027 Through 05/31/2029	\$50,000
ITEM# 39	VANDIS INC MICROSOFT 365 TENANT MIGRATION	Omnia Partners 01-170	Through 12/31/2027	\$30,000
ITEM# 40	GOVERNMENTJOBS.COM, INC Talent Management Software	Software Exemption	Annual	\$100,000

ITEM # 41	ROK TECHNOLOGIES NMBW GIS Cloud Based Hosting	Software Exemption	Annual	\$90,000
	TOTAL			\$7,060,000

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

Section 2. The listing of awarded contracts from various governing entities in substantially the form attached as Exhibit “A”, in an annual budgeted amount not to exceed \$7,060,000, for the purchase of all aspects of the City’s technology infrastructure and operations, subject to budget appropriation and availability of funds is hereby approved.

Section 3. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

Section 4. All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 7. This Resolution shall take effect immediately upon adoption.

[THE REMAINDER OF THIS INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **24th day of September, 2026.**

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

(CITY SEAL)

MICHAEL JOSEPH
MAYOR

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE AND
RELIANCE OF THE CITY OF NORTH
MIAMI BEACH ONLY:

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor and City Commission



Procurement Management Department

Commission Agenda Staff Report

Date: August 25, 2026

Resolution No.: 2026-XX

To: Mayor and City Commission

From: Darvin Williams, City Manager

Prepared By: Shereece George Depusoir, Chief Procurement Officer

Agenda Title: Resolution Approving Purchase Orders for FY27 IT Services

Background

The City of North Miami Beach is eligible to utilize negotiated and approved purchasing contracts with the Florida Department of Management Services, U.S. General Service Administration, The Interlocal Purchasing System (TIPS) and multiple cooperative purchasing outlets like Omnia Partners, National Association of State Procurement Officials (NASPO) and National Cooperative Purchasing Alliance (NCPA).

The Information Technology Department oversees and manages all aspects of the City's technology infrastructure and operations. This includes the administration of software licensing, hardware acquisition and deployment, and comprehensive maintenance services. IT ensures that day-to-day operational needs are met Citywide, supporting every department—including the North Miami Beach Department—as well as offsite facilities. Through centralized management, the department safeguards system integrity, ensures compliance, and delivers reliable technology solutions that enable staff to perform efficiently and effectively across all locations.

The Procurement Management Department has strategically identified and leveraged multiple contracts executed by the entities referenced herein to ensure both **continued cost savings** and **consistent availability of goods and services**. By consolidating purchasing power and aligning with competitively awarded agreements, the department not only reduces overall expenditures but also safeguards uninterrupted access to essential resources necessary to support City operations.

Recommendation

The City Manager, Information Technology Director and the Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to execute Piggyback contracts with multiple vendors in a not to exceed amount in accordance with the approved annual budget, estimated to be \$7,060,000.00

Fiscal Impact

FY27 adopted budget appropriation, not to exceed \$7,060,000.00.



**Next Regular City Council
Meeting**

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	
VIA:	
DATE:	September 24, 2026

RE: Tuesday, October 20, 2026

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

**FISCAL/ BUDGETARY
IMPACT:**
