



City of Tarpon Springs, Florida

Board of Commissioners
324 East Pine Street
Tarpon Spring, Florida 34689
(727) 938-3711

<http://www.ctsfl.us/agenda.htm>

REGULAR SESSION AGENDA TUESDAY, MARCH 25, 2025 6:30 PM - CITY HALL AUDITORIUM

CALL TO ORDER

ROLL CALL

REFLECTION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. Greek Independence Day (**Mayor Panagiotis Koulias**)
2. Hometown Heroes (**Mayor Panagiotis Koulias**)

SPECIAL PRESENTATIONS

3. In Memoriam Resolution 2025-25 Alfred Quarterman Sr. (**Mayor Panagiotis Koulias**)

PUBLIC COMMENTS

CONSENT AGENDA

4. Attorney Fees:
 - a. Unice Salzman P.A. Invoice 86170 (**Andrew Salzman City Attorney, Charles Rudd City Manager**)
 - b. Johnson Jackson PLLC Invoice 14477 (**Charles Rudd City Manager**)
5. Special Events:
 - a. Night in the Islands 2025 (**Tom Funcheon Public Works Director**)
 - b. Easter EGG-stavaganza 2025 (**Tom Funcheon Public Services Director**)
6. Renew File No. 220139-C-JL Security Equipment System Services (**Janina Lewis Procurement Services Director**)
7. Increase File No. 240092-N-AS, Cal-FLO Lime, Parts, and Service (**Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Darryl Vaci Water Division Manager, Janina Lewis Procurement Services Director**)
8. Ratify Award File No. 250145-N-JL, Single Source Purchase of Legal and Promotional Advertising (**Janina Lewis Procurement Services Director**)
9. Increase File No. 220153-C-AS, Wireless Data, Voice, and Parts (**Jeff Young Police Chief, Janina Lewis Procurement Services Director**)
10. Increase File No. 240118-N-AS, Single Source Purchase of OVIVO/Eimco OEM Parts and Services (**Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Robert Marcincuk Wastewater Division Manager**)

11. Approve Novation for File No. 230176-C-AS, Fire Equipment Supplies, and Services (**Scott Young Fire Chief, Janina Lewis Procurement Services Director**)
12. Increase File No. 240123-C-JL Maintenance, Repair, and Operations (MRO) Equipment and Supplies (**Janina Lewis Procurement Services Director**)
13. Award File No. 250121-N-PH, Single Source Purchase of Ford Original Equipment Manufacturer (OEM) Automotive Parts and Services (**Tom Funcheon Public Works Director, Derrick Harris Fleet Operations Coordinator, Janina Lewis Procurement Services Director**)
14. 24-PLC-16 Tarpon Springs Public Library Construction Grant Agreement Amendment (**Bob Robertson Project Administration Director, P.J. Harbert Grant Project Specialist, Cari Rupkalvis Library Director**)
15. Award File No. 250149-C-PH, Tires with Related Equipment (**Tome Funcheon Public Works Director, Derrick Harris Fleet Operation Coordinator, Janina Lewis Procurement Services Director**)
16. Award File No. 250141-B-PH, Fire Extinguisher and Hood Suppression Services (**Janina Lewis Procurement Services Director**)

BUSINESS ITEMS

17. Ratification of Tabatha Adkins as Human Resources Director (**Charles Rudd City Manager**) (**ADDENDUM**)
18. St. Nicholas Resurrection Service (Orthodox Easter) (**Mayor Panagiotis Koulias, Scott Young Fire Chief**) (**WITHDRAWN**)
19. Appointment to Tarpon Springs Housing Authority Board (**Irene Jacobs City Clerk**)
20. Appointment to Public Art Committee (**Irene Jacobs City Clerk**)
21. Appointment to Sustainability Committee (**Irene Jacobs City Clerk**)
22. Code Enforcement Lien Settlement Proposal - 1145 Riveredge Drive (**Attorney Andrew Salzman**)
23. Discussion and Direction: Golf Course Clubhouse and Business Plan (**Tom Kiger Public Services Director**)
24. Discussion and Direction: Duke Energy Wholesale Water Rates (**Tom Kiger Public Services Director**)

ORDINANCES AND RESOLUTIONS

25. **Resolution 2025-26**; Ratification of Executive Orders 2025-22, and 2025-24 Extending a Declaration of State of Emergency for Tarpon Springs due to Hurricane Helene (**Charles Rudd City Manager**)
26. **Resolution 2025-27**; Resolution of Executive Orders 2025-23, and 2025-25 Extending a Declaration of State of Emergency for Tarpon Springs due to Hurricane Milton (**Charles Rudd City Manager**)
27. **Ordinance 2025-05**; Establishing Section 12.5-7 of the Code of Ordinances; Operating Hours for City Parks (**Tom Kiger Public Services Director, Jamie Taylor Recreation Superintendent, Charles Rudd City Manager**) (**2nd Reading**)
28. **Resolution 2025-24**; Reallocation of Pinellas County HMGP Funds for Hurricane Helene and Milton to the Elevate Florida Program (**Bob Robertson Project Administration Director, P.J. Harbert Grant Project Specialist**)
29. **Ordinance 2025-01**; Land Development Code Amendment; Amending Article IV Special Regulations, Section 56.05 Mobile Food Dispensing Vehicles, Temporary (Application 24-85) (**1st Reading, Legislative**) (**Renea Vincent Planning & Zoning Director**)
30. **Ordinance 2025-02**; Land Development Code Amendment; Amending Article IV Special Regulations, Section 59.00 Docks, Piers, and Shoreline Stabilization Structures (**1st Reading, Legislative**) (**Renea Vincent Planning & Zoning Director**)

31. **Ordinance 2025-03; Land Development Code Amendment; Amending Article XI Sign Regulations, Section 192.02 Temporary Banners (1st Reading, Legislative) (Renea Vincent Planning & Zoning Director)**

BOARD AND STAFF COMMENTS

ADJOURNMENT

City of Tarpon Springs, Florida

PROCLAMATION

WHEREAS, March 25, 2025 marks the 204th Anniversary of the start of the Greek War of Independence where the Greeks rose up for the cause of freedom and declared their independence from the Ottoman Empire; and

WHEREAS, we honor the legacy of these courageous Greek women and men and rededicate ourselves to the cause of liberty and democracy for all; and

WHEREAS, Greek Independence Day is celebrated by Greeks around the world, with public gatherings and parades in the United States where Greeks have made their homes; and

WHEREAS, today and every day, we celebrate the unbreakable bonds of friendship shared by the United States and the Hellenic Republic and continue to draw strength from the ideas put forth and the examples set by our two countries; and

WHEREAS, Sunday, March 23, 2025, has been chosen for the Greek Independence Day Parade in the City of Tarpon Springs; and

WHEREAS, this year marks the 37th year Anniversary of the organized celebration and parade between the City of Tarpon Springs and the Greek Independence Day Parade Committee; and

WHEREAS, Greek immigrants have celebrated Greek Independence Day in Tarpon Springs since the early 1900s with parades and gatherings.

NOW, THEREFORE, I, Panagiotis Koulias, by virtue of the authority vested in me as Mayor of the City of Tarpon Springs, Florida, do hereby proclaim March 25, 2025, as the

204TH ANNIVERSARY OF GREEK INDEPENDENCE DAY

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 25th day of March 2025.

City Clerk & Collector

Mayor

City of Tarpon Springs, Florida

PROCLAMATION Honoring Hometown Heroes

WHEREAS, Hometown heroes are people who go above and beyond, exhibit unparalleled dedication and selflessness, demonstrating that even in the face of disaster, individuals can make a profound impact on the lives of others in their community; and

WHEREAS, through their actions, these heroes inspire all Tarponites to believe in their ability to effect positive change, serving as role models and beacons of hope during challenging times; and

WHEREAS, this year, the City of Tarpon Springs is proud to honor a young man, Kyzer Campbell, who has shown extraordinary commitment to the community by assisting countless citizens in the aftermath of Hurricanes Helene and Milton, embodying the true spirit of heroism; and

WHEREAS, by honoring our hometown heroes, we celebrate the strength, courage, and generosity that define the character of our city, and we encourage all residents to aspire to such noble qualities.

NOW, THEREFORE, I, Panagiotis Koulias, by virtue of the authority vested in me as Mayor of the City of Tarpon Springs, Florida, do hereby proclaim the week of March 23 through March 29, 2025 as

Hometown Heroes Week

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 25th day of March 2025.

City Clerk & Collector

Mayor

Resolution

2025-25

City of Tarpon Springs, Florida

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, EXTENDING THE CITY'S DEEP AND HEARTFELT SYMPATHY ON THE PASSING OF ALFRED QUARTERMAN SR.

Whereas, ALFRED QUARTERMAN SR. was born in Tarpon Springs, Florida to Idellia "Willie" and Richard Quarterman. He attended Union Academy where he completed his early education. He attended Pinellas High School in Clearwater, Florida, as there were no high schools at that time in Tarpon Springs for African Americans and graduated in 1947. After graduation, he relocated to New York City and enlisted in the Army. He served 4 years, which included 2 years in combat in Korea; and

Whereas, ALFRED QUARTERMAN SR. after being discharged, he returned to New York City and married his wife, Hazel Oliver. In an attempt to begin a career, he attended Cubic Tailoring School. While attending school, he was employed by a dry cleaner, which was part of tailoring. During this time, Alfred and Hazel began to start their family. After realizing that tailoring was not an open field for African Americans, he decided to choose another avenue to better support his family; and

Whereas, ALFRED QUARTERMAN SR. was then employed by the New York City Transit Authority as a bus operator. He was promoted to a dispatcher, then transferred to Budget Control. During his tenure in Budget Control, he was promoted to Superintendent, which eventually led him to the position of Director of Managerial Payroll from which he retired in November, 1990; and

Whereas, ALFRED QUARTERMAN SR. after retirement relocated his family to Florida. He reinstated his membership with Mt. Hermon Missionary Baptist Church and began to work with the youth and young adults for a short period of time. Under the leadership of Reverend Willie Edwards, he was made an Honorary Deacon; and

Whereas, ALFRED QUARTERMAN SR. visited Rose Cemetery and upon visiting and seeing the deplorable condition of the cemetery, he was spiritually led and motivated to "do something about it." Due to his persistence and determination, along with working with the late Janie Wilson, and the Board of Directors at that time, Rose Cemetery is now listed as a State Historical Site, the only Black Historical Cemetery in Pinellas County. His ultimate goal was to see Rose Cemetery acquire National Registry status, which, it was listed on the National Register of Historic Places, March, 2017; and

Whereas, ALFRED QUARTERMAN SR. along with Rose Cemetery, was also dedicated to helping in the Union Academy Neighborhood. He was the Coordinator of the Paint and Re-Hab Program. This program allowed him to assist in the painting and rehabilitation of over 70 homes in the community. He also served on the Tarpon Springs Historical Society Board. Mr. Quarterman enjoyed what he did free heartedly and strictly voluntarily.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA THAT:

The Board of Commissioners with profound regret and sorrow, extend heartfelt sympathies to the family members, namely; Hazel E. Quarterman, Wife, Alfred E. Quarterman, Son, and Leslie G. King, Daughter.

BE IT FURTHER RESOLVED THAT a copy of this Resolution be spread upon the Minutes of the City Commission and that a copy be transmitted to the Family of Alfred Quarterman Sr., the State of Florida Department of Archives, and the Tarpon Springs Historical Society.

PASSED AND ADOPTED THIS 25TH DAY OF MARCH, 2025.

Commissioner David Banther

Commissioner Frank DiDonato

Commissioner Mike Eisner

Vice Mayor John Koulianos

Attest:

Irene S. Jacobs, City Clerk & Collector

Mayor Panagiotis Koulias

UNICE SALZMAN, P.A.
ATTORNEYS AT LAW
1815 Little Road, 2nd Floor
Trinity, Florida 34655
727-723-3772
Tax I.D No. 59-3664875

City of Tarpon Springs
324 E. Pine St.
Tarpon Springs FL 34689

Page: 1
March 04, 2025
Account No: 1924-0000M
Invoice No: 86170

City of Tarpon Springs/General



Description

			Hours	
02/03/2025	AJS	Review correspondence from David Gilson; Analysis of issues; Prepare e-mail to David Gilson regarding unsafe structure; Prepare for and attend telephone conference with Attorney Andrew Dickman regarding Agenda; Review correspondence from City Clerk; Review correspondence from Chief Young.	1.50	337.50
02/04/2025	AJS	Telephone conference with Commissioner Eisner regarding several issues.	0.80	180.00
02/05/2025	AJS	Telephone conference with Attorney Steve Cole regarding Seabreeze.	0.30	67.50
02/06/2025	AJS	Review correspondence from and attend telephone conference with Chief Young regarding meeting; Telephone conference with David Gilson regarding unsafe structure; Telephone conference with Commissioner Eisner regarding several issues; Review correspondence from Attorney Dickman regarding several issues.	1.40	315.00
02/07/2025	AJS	Review correspondence from Anela Saday; Review and analysis of Invitation to Bid Sludge Hauling and Treatment Services; Prepare e-mail to Anela Saday; Telephone conference with Vice-Mayor Koulianos; Telephone conference with Commissioner Eisner.	4.00	900.00
02/10/2025	AJS	Review correspondence from Andrew Dickman (2x) regarding investigation; Review correspondence from Steve Cole; Prepare e-mail to Janina Lewis; Prepare e-mail to Renea Vincent; Telephone conference with Attorney Koulianos; Prepare e-mail to Chief Young, Renea Vincent and Attorney Hillard regarding conference.	1.20	270.00
02/11/2025	AJS	Telephone conference with Commissioner Eisner regarding several issues; Review correspondence from and prepare an e-mail to City Clerk regarding Public Records; Review correspondence from City Clerk regarding Public Records; Review correspondence from and prepare an e-mail to Attorney Hillard regarding Patsalides; Review file and prepare an e-mail to City Manager regarding Smith-Gillespie; Prepare e-mail to David Gilson regarding building.	3.20	720.00

			Hours	
02/12/2025	AJS	Review correspondence from Bob Robertson; Review correspondence from Patricia McNeese; Review correspondence from Ray Page regarding ROW Agreement; Review correspondence from and prepare an e-mail to City Manager regarding Code Lien; Review correspondence from David Gilson regarding unsafe structure.	0.60	135.00
02/13/2025	AJS	Prepare for and attend Code Enforcement Board Meeting; Telephone conference with David Archie regarding potential claim; Review correspondence from and prepare an e-mail to City Manager regarding several issues; Review correspondence from Attorney Dickman; Prepare e-mail to Attorney Dickman; Telephone conference with Attorney Koulianos regarding Sagonias.	2.50	562.50
02/14/2025	AJS	Review and analysis of edits to ROW Agreement; Prepare e-mail to Bob Robertson.	0.40	90.00
	AJS	Review correspondence from Patty Hall; Review and analysis of RFP for Grounds Maintenance; Prepare e-mail to Patty Hall; Prepare e-mail to Attorney Lawton; Telephone conference with Commissioner DiDonato; Telephone conference with Commissioner Koulianos; Telephone conference with Commissioner Eisner; Telephone conference with Mayor Koulias; Telephone conference with Chief Young.	4.30	967.50
02/17/2025	AJS	Review correspondence from Mayor Koulias regarding Notice of Intent to sue; Prepare e-mail to Nick Makris regarding ROW; Review correspondence regarding Mendoza.	0.30	67.50
02/18/2025	MXG	Attend Board of Commission meeting for the City of Tarpon Springs.	2.00	330.00
	AJS	Telephone conference with Commissioner Koulianos regarding several issues; Review correspondence from and prepare an e-mail to Attorney Hillard regarding Resident Issue; Review correspondence from City Clerk; Telephone conference with Thomas Kiger regarding legal review.	1.00	225.00
02/19/2025	AJS	Review correspondence from Megan Araya; Review and analysis of USF License Agreement; Prepare e-mail to Megan Araya; Review correspondence from Patty Hall; Review and analysis of Amendment regarding Federal Provisions; Prepare e-mail to Patty Hall.	2.70	607.50
02/20/2025	AJS	Review correspondence regarding Agenda; Telephone conference with Pat McNeese regarding Planning and Zoning Board Meeting.	0.60	135.00
02/21/2025	AJS	Review correspondence from Patty Hall; Review and analysis of Request for Production response regarding Fire Extinguishers; Prepare e-mail to Patty Hall; Review correspondence from Attorney Dickman regarding building permits; Review correspondence from Attorney Aungst; Review and analysis of Permit Extension request; Review correspondence from David Gilson; Prepare e-mail to Brian Aungst regarding same; Review correspondence from Deputy City Clerk regarding Public Records Request; Review and analysis of draft ordinance change; Prepare e-mail to Jamie Taylor.	2.20	495.00
	AJS	Review and execute Agreement; Review correspondence from Chief Scott Young; Review correspondence from Chief Jeff Young; Review Complaint;		

City of Tarpon Springs/General

			Hours	
		Review correspondence from and prepare an e-mail to Chief Jeff Young.	0.70	157.50
02/24/2025	AJS	Review correspondence from Karen Lemmons; Review and analysis regarding CRA presentation; Prepare for Planning and Zoning Meeting; Review summons and Complaint; Prepare e-mail to City Manager regarding Dziadik; Telephone conference with Janina Lewis regarding several issues; Review correspondence from Deputy City Clerk regarding Public Records.	2.10	472.50
	AJS	Prepare for and attend Planning and Zoning Meeting.	4.50	1,012.50
02/25/2025	AJS	Review and analysis of Easement Agreement regarding Cooney; Prepare e-mail to Anthony Mannello; Review and analysis of Request for Production and documents for legal sufficiency regarding Traffic Control Products; Telephone conference with Commissioner Koulianos regarding several issues; Telephone conference with Police Detective ; Telephone conference with Commissioner Eisner regarding several issues; Telephone conference with Commissioner DiDonato regarding several issues.	4.40	990.00
02/26/2025	AJS	Review correspondence from Anela Saday; Review and analysis of ATS Agreement; Prepare e-mail to Anela Saday regarding legal sufficiency; Prepare e-mail to Attorney Koulianos regarding Sagonias; Review correspondence from Anela Saday; Prepare e-mail to Anela Saday regarding execution of Agreement; Legal research regarding Land Development Code; Prepare for and attend Board of Adjustment Meeting.	3.80	855.00
02/27/2025	AJS	Review correspondence from and telephone conference with Chief Jeff Young; Review correspondence from Patricia McNeese regarding North Lake Estates; Review correspondence from Brandon Smith-Gillespie; Analysis of same; Prepare e-mail to City Manager regarding Code issue; Review correspondence from and prepare an e-mail to Attorney Cole regarding Timm Group, (2x); Prepare City Public Park Operating hours Ordinance.	2.20	495.00
	AJS	Review correspondence and conference with Chief Jeff Young; Review correspondence from Patricia McNeese regarding North Lake Estates; Review correspondence from Brandon Smith-Gillepsie; Analysis of the same; Prepare e-mail to City Manager regarding code issue; Review e-mail from and prepare e-mail to Attorney Cole regarding Timm Group (2X); Draft City Public Park operating hours ordinance	2.20	495.00
02/28/2025	AJS	Review correspondence from Janina Lewis; Review and analysis of Agreements and documentation regarding Tetra Tech; Prepare e-mail to Janina Lewis regarding same; Review and revise Public Parks Ordinance; Prepare e-mail to Jamie Taylor and City Clerk; Review correspondence from Janina Lewis; Review and analysis of Proposed Consent of Surety Change Order; Review correspondence from City Manager regarding unsafe structure; Review subpoena regarding American Coastal.	4.20	945.00
	AJS	Review correspondence from Patty Hall; Review and analysis of RFP for Fire Extinguisher.	2.20	495.00
		For Current Services Rendered	55.30	12,322.50

City of Tarpon Springs

City of Tarpon Springs/General

Page: 4
March 04, 2025
Account No: 1924-0000M
Invoice No: 86170

Total Current Work	12,322.50
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Balance Due	<u>\$12,322.50</u>
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INVOICE

Johnson Jackson PLLC
100 N Tampa St, Suite 1800
Tampa, FL 33602

Invoice #: 14477
Date: 03-10-2025
Due On: 04-09-2025

City of Tarpon Springs
324 E Pine Street Tarpon Springs
Tarpon Springs, FL 34689

Matter Number:0010.0001 City of Tarpon Springs/General



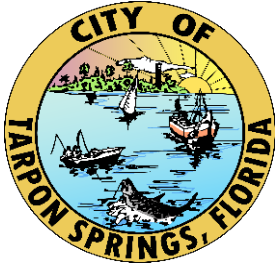
Services

Date	TK	Description	Hours	Rate	Total
02-04-25	EGJ	Phone conference with Major Mathis regarding MOU	0.20	225.00	\$45.00
02-05-25	EGJ	Review documents provided by Mjr. Mathis	0.20	225.00	\$45.00
02-10-25	MHM	Review Collective Bargaining Agreement.	0.30	225.00	\$67.50
02-10-25	MHM	Revise Memorandum of Understanding.	0.30	225.00	\$67.50
02-10-25	MHM	Correspond regarding differences in CBA and MOU.	0.10	225.00	\$22.50
02-10-25	EGJ	Revise MOU for PBA	0.30	225.00	\$67.50
02-28-25	EGJ	Phone conference with Craig Misener regarding MOU	0.10	225.00	\$22.50
02-28-25	KSH	Review audit request to prepare response to request.	0.30	100.00	\$30.00

Services Subtotal: \$367.50

Subtotal: \$367.50
Total Invoice Due: \$367.50
Payment \$0.00

Please make all amounts payable to: Johnson Jackson PLLC
TAX ID: 82-0921194



**Public Works Department
Office of the Director**

Tom Funcheon
Public Works Director

To: Mayor and Board of Commissioners

From: Tom Funcheon, Public Works Director

Date: March 25, 2025

Subject: Special Event: Night in the Islands
June 7th and November 15th, 2025.

Recommendation:

That the Mayor and Board of Commissioners approve Florida Cultural Resources Special Event application for “Night in the Islands” on Saturday June 7th and November 15th, 2025, and the temporary closure of Dodecanese Blvd. between Hope and Athens

If a change in the event date is necessary due to inclement weather, the City Manager will authorize/designate a rain date.

Background:

This event has been approved by the Special Events Review Committee based on previous years’ events.

The hours of the event will be from 5:00p.m. to 10:00 p.m. Set-up will begin at 3:00 p.m. and clean-up will end by midnight. There will be music, and food & alcoholic beverages (wine and beer) will be sold. Proceeds will be used to benefit non-profit alcohol vendors.

All set-up and clean-up will be the event sponsors’ responsibility.

The sponsor has notified area businesses of this event.

Approval of this event authorizes the Sponsor/User the use of City property for said special event with the understanding that they must operate and carry out the needs and functions of the event within the confines and requirements established and approved by the Special Events Committee, the B.O.C and the Sponsor’s application on record.

**City of Tarpon Springs
Application for Special Events**

Event Information:

Date of Application: 02/12/2025

Name of Event: Night in the Islands

Date(s) of Event: June 7th & November 15th, 2025,

Alternate Date(s): _____

Hours of Event: 5pm-10pm

Set up/break down time needed: 3pm -5pm / 10pm -12am

Type/Purpose of Event: Greek Cultural event

Location of Event (include map for parade/procession routes with assembly and disband points): _____
Dodecanese Blvd, Between Hope and Athens Street

If Closure of City Parking is needed, please check street: Mother Meres ☐ Tarpon Ave. ☐ Orange St. ☐ Court/Lemon ☐

Other: _____

Disposition of Proceeds: Profits from Alcohol sales will benefit the Non-Profit

Applicant Information:

Name of Organization: Florida Cultural Resources

Registered Nonprofit Org.: Yes ☒ No ☐ or City Department ☐

Organizations Address: 115 Athens Street, Tarpon Springs Fl 34689

Individual to Contact: Maria Kouskoutis (Telephone #) 727-463-7400 (email) kouskoutena@msn.com

Alternative Contact: Pantelis Memisakis (Telephone #) 727-667-9235 (email) Seminole223@gmail.com

General Information:

Number of Vendors: 5-6 (Sponsor is required to keep a list of vendors and must be able to produce upon request.)

Location for Designated Vendor Parking (Please complete Vendor Designated Parking Form and attach to application): _____

Approximate Number of Attendees: 2500 Entrance Fee: \$ 0

Location for Attendee Parking: existing

Will Private Security be Provided: Yes ☐ No ☒ Name of Private Company: _____

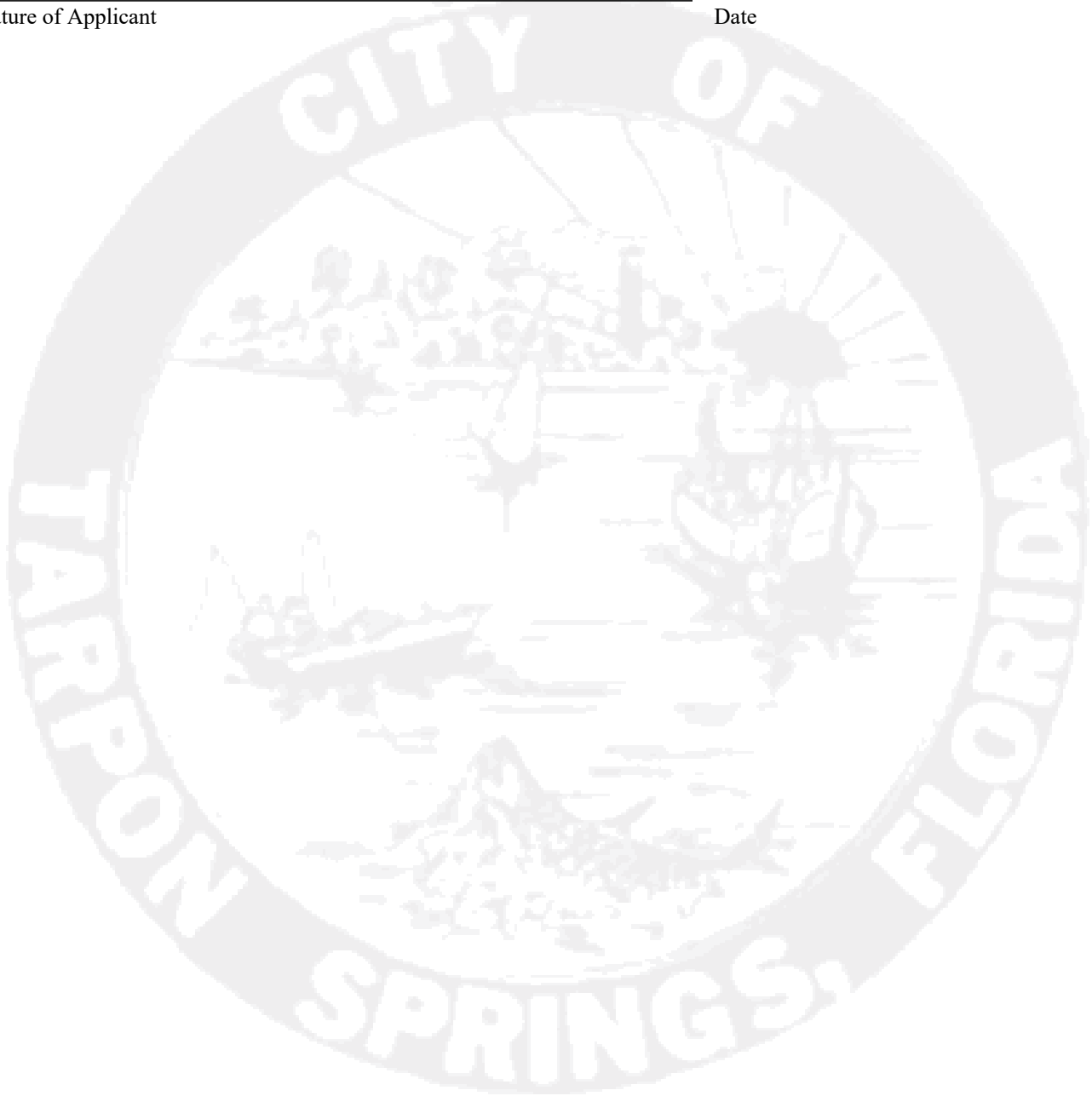
Will the Following be Provided: Traffic Control: Yes ☐ No ☒ Crowd Control: Yes ☐ No ☒

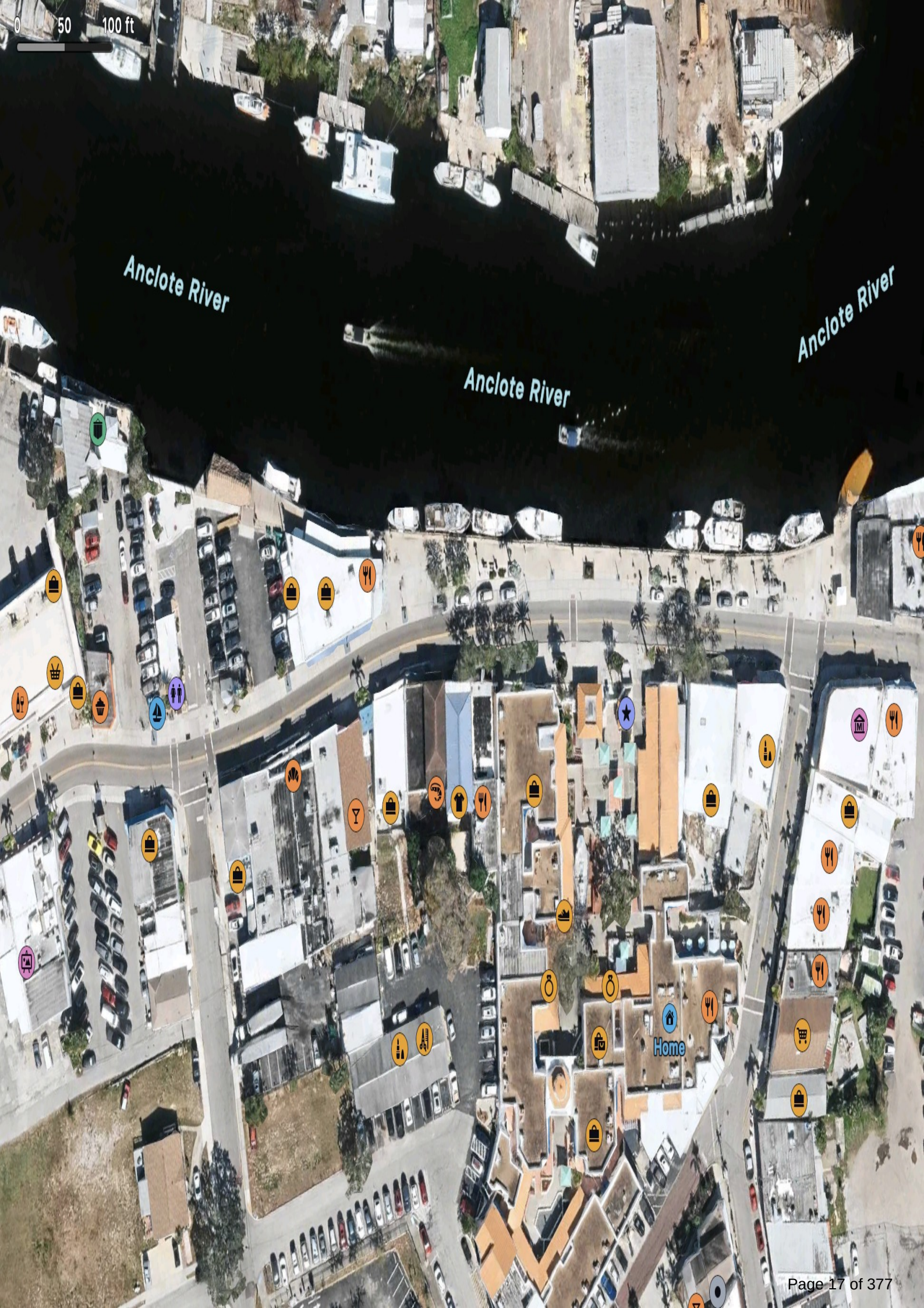
Will Music be Provided: Yes ☒ No ☐ Hours of Play: 5pm to 10pm Band: ☒ DJ: ☐ Other: _____

I (we) have read and completed this application, and it is true and correct to the best of my (our) knowledge; I (we) have read the general instructions for this application and the City of Tarpon Springs Ordinance #88-25 and agree to conform with the provisions as set forth therein. I (we) understand that knowingly providing false information on the application shall automatically void the application and cancel the event.

Pantelis Memisakis
Signature of Applicant

02/10/2025
Date



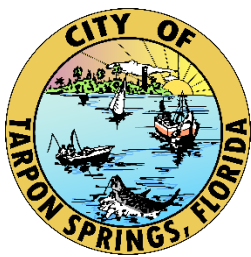


Ancolote River

Ancolote River

Ancolote River

Home



**Public Works Department
Office of the Director**

Tom Funcheon
Public Works Director

To: Mayor and Board of Commissioners

From: Tom Funcheon, Public Works Director

Date: March 25, 2025

Subject: Special Event – City of Tarpon Springs Recreation Department
Easter Egg-Stravaganza
April 12, 2025

Recommendation:

That the Mayor and Board of Commissioners approve the City of Tarpon Springs Recreation Departments' special event application for the "Easter Egg-Stravaganza" on April 12, 2025, at the Sports Complex.

If a change in the event date is necessary due to inclement weather, the City Manager will authorize/designate a rain date.

Background:

This event has been approved by the Special Events Review Committee based on previous years' events.

The event begins at 10:00 a.m. and ends at 1:00 p.m. There will be an air fun games, inflatable slides, obstacle course, active outdoor games, DJ music and food & beverages will be sold.

All set-up and clean-up will be the event sponsors' responsibility.

Approval of this event authorizes the Sponsor/User the use of City property for said special event with the understanding that they must operate and carry out the needs and functions of the event within the confines and requirements established and approved by the Special Events Committee, the B.O.C and the Sponsor's application on record.

City of Tarpon Springs
Application for Special Events

Event Information:

Date of Application: 2/20/25

Name of Event: Easter EGG-stravaganza

Date(s) of Event: Saturday, April 12th, 2025

Alternate Date(s): None

Hours of Event: 10am-1pm

Set up/break down time needed: 7am to 2pm

Type/Purpose of Event: A community Easter event

Location of Event (include map for parade/procession routes with assembly and disband points): Tarpon Springs Sports Complex

If Closure of City Parking is needed, please check street:

Mother Meres ☐ Tarpon Ave. ☐ Orange St. ☐ Court/Lemon ☐

Other: _____

Disposition of Proceeds: None, Free event

Applicant Information:

Name of Organization: Tarpon Springs Recreation Division

Registered Nonprofit Org.: Yes ☐ No ☐ or City Department ☒

Organizations Address: 400 S Walton Ave. Tarpon Springs, FL 34689

Individual to Contact: Ashley Harter

(Telephone #) 727-942-5628 (email) aharter@ctsfl.us

Alternative Contact: Jamie Taylor

(Telephone #) 727-942-5628 (email) jtaylor@ctsfl.us

General Information:

Number of Vendors: 15-20 (Sponsor is required to keep a list of vendors and must be able to produce upon request.)

Location for Designated Vendor Parking (Please complete Vendor Designated Parking Form and attach to application): Sports Complex Parking lot

Approximate Number of Attendees: 500 Entrance Fee: \$ FREE

Location for Attendee Parking: Sports Complex Parking lot

Will Private Security be Provided: Yes ☐ No ☒ Name of Private Company: _____

Will the Following be Provided: Traffic Control: Yes ☐ No ☒ Crowd Control: Yes ☐ No ☒

Will Music be Provided: Yes ☒ No ☐ Hours of Play: 9:45am-1pm Band: ☐ DJ: ☒ or

Other: _____

Type & Location of Toilet Facilities: Sports Complex Bathrooms

Tent or Other Structure: Yes ☒ No ☐ Type of Structure: 10x10 tents

How will Structure be Secured: Tent weights

Solid Waste Collection/Disposal: Yes ☐ No ☒ Dumpster: ☐ Rolloff: ☐ Other: TSRD will throw in dumpster at the park

If parade # of: Participants _____ Animals _____ Floats _____ Bands _____ Other _____

Amusement/Carnival Rides: Yes ☒ No ☐ Name of Company Providing Rides: Air Fun Games

Types of Rides: Inflatable slides and obstacle courses

Is Diagram of Layout Attached: Yes ☐ No ☒

Will Food/Beverages be Served: Yes ☒ No ☐

Cooked on Site: ☒ Catered: ☐ Sold: ☒ Given Away: ☐

Will Alcoholic Beverages be Served: Yes ☐ No ☒

Type of Alcoholic Beverages: N/A

Event Sponsor is responsible to ensure that all food/alcohol vendors have all necessary licenses as required by the Department of Business and Professional Regulations, Division of Hotels & Restaurants and/or Division of Alcohol and Tobacco, Department of Health, Environmental Health Division, or any other applicable State Agency.

Equipment/Miscellaneous (please check if needed):

Barricades: ☐ How many: _____

Cones: ☐ How many: _____

Portable Stage: ☐ Location: _____

Electricity Needed: ☒ Where: At the power boxes

Public Restrooms: ☒ Hours of Opening/Closing: 7am open time

Street Banners: ☐ Location: _____

Electric Message Board: ☒ Advertising event

Additional City Trash Cans: ☒ 6 Trash Cans and 4 Recycle Bins

Directional Parking Signs: ☐ Locations: _____

Other: **Table and Chair Trailer, Please spray field for ants before event and mark the water pipe lines.**

Is a check made payable to the City of Tarpon Springs for the Application Fee & Deposit Attached:

Yes ☐ No ☐ N/A ☒

If not, when will it be sent: City Event

Is the Certificate of Insurance Attached: Yes ☐ No ☒ If not, when will it be sent: on file

I (we) agree that it is my (our) responsibility to clean up after the conclusion of the special event: Yes ☒ No ☐

I (we) have read and completed this application and it is true and correct to the best of my (our) knowledge; I (we) have read the general instructions for this application and the City of Tarpon Springs Ordinance #88-25 and agree to conform with the provisions as set forth therein. I (we) understand that knowingly providing false information on the application shall automatically void the application and cancel the event.

Ashley Harter
Signature of Applicant

2/20/25
Date



Memorandum

Date: March 25, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Janina Lewis, Procurement Services Director
Subject: Renew File No. 220139-C-JL Security Equipment System Services (**Janina Lewis Procurement Services Director**)

Recommendation

Renew File No. 220139-C-JL, Security Equipment System Services Utilizing Sourcewell Contract No. 030421-TIS Facility Security Systems, Equipment, and Software Services with Tyco Integrated Fire and Security, dba Johnson Controls for the period April 23, 2025, through April 22, 2026, in an annual amount not to exceed \$75,000 for City-wide use and an additional one-time amount not to exceed \$75,000 for the Fire Department for a total of \$150,000. Purchase orders will only be issued against approved budgets.

Background

On May 2, 2021, Sourcewell awarded a contract with Tyco Integrated Security for Facility Security Equipment, Systems and Software Services with Related Equipment. On June 28, 2022, the Board of Commissioners awarded the contract. On December 6, 2024, Sourcewell extended the contract through April 22, 2026.

The purpose of this contract is to provide additional security systems and upgrades including, but not limited to, cameras, door locking systems and fire alarms, as well as monitoring and maintenance services. Furthermore, the Fire Department is requesting a one-time purchase of a new fire alarm system and control panel for the Public Safety Building (see attached memo). Sourcewell is a municipal national contracting agency. Sourcewell's contracts have been awarded by virtue of a public competitive process and are made available for use by local governments. Pursuant to Section 119.071(3)(a), F.S., information relating to security systems for any property owned or leased to the state or any of its political subdivisions is confidential and exempt from public access or disclosure.

Funding

As required.

Strategic Plan Objective

N/A



Tarpon Springs Fire Rescue

444 HUEY AVE. SOUTH, TARPON SPRINGS, FLORIDA 34689
PHONE: (727) 938-3737 FAX: (727) 934-0598



CRAIG MISENER
Deputy Chief
Operations / EMS
cmisener@tsfr.us

SCOTT YOUNG
Fire Chief
syoun@tsfr.us

RICHARD WALSH
Deputy Chief
Administration
rwalsh@tsfr.us

MEGAN ARAYA
EM Coordinator
Floodplain Administrator
maraya@tsfr.us

KEVIN WODRICH
Fire Marshal
kwodrich@tsfr.us

To: Janina Lewis, Procurement Director
From: Scott Young, Fire Chief 
Re: Public Safety Building Fire Alarm System Replacement

Recommendation:

The Fire Department is requesting approval to purchase a new Fire Alarm System for the Public Safety Building. We will be utilizing the Johnson Control Sourcewell Contract #030421-TIS for this purchase. The cost of the system replacement will not exceed \$75,000.

Background:

The current system has been rendered inoperable due to damage sustained from last year's hurricanes, leaving the building without a fully functioning fire alert system. The absence of a properly working system poses significant safety concerns for personnel and the facility. A new system will ensure compliance with fire safety regulations and NFPA codes 9.6.1.2, 9.7.2.2, 9.7.2.2.1, enhance emergency preparedness, and protect the lives of those working in and visiting the building. Additionally, the current system cannot be fixed without replacing the fire control panel, which is a high-cost component.

Funding:

The cost will be funded from the repairs & maintenance account # 307-8603-522.63-00/ Project# SD0030.



CONTRACT EXTENSION

Contract Number: 030421-TIS

Sourcewell	and	Tyco Integrated Security LLC
202 12th Street Northeast		3601 Eisenhower Ave Fl 3
P.O. Box 219		
Staples, MN 56479		Alexandria, Virginia 22304-6456
(Sourcewell)		(Vendor)

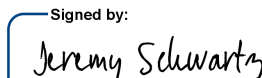
have entered into Contract Number: 030421-TIS
for the procurement of: Facility Security Systems, Equipment, and Software with Related Services

The Contract has an expiration date of 2025-04-22 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-04-22 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by:


C0FD2A139D06489

Authorized Signature

Jeremy Schwartz

Name

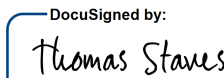
Chief Operating and Procurement Officer

Title

12/5/2024 | 4:00 PM CST

Date

DocuSigned by:


F026EC1139B5439...

Authorized Signature

Thomas Staves

Name

Natl Sales Mgr Cooperative Contracts

Title

12/6/2024 | 4:18 AM PST

Date



Memorandum

Date: March 25, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Increase File No. 240092-N-AS, Cal-FLO Lime, Parts, and Service (**Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Darryl Vaci Water Division Manager, Janina Lewis Procurement Services Director**)

Recommendation

Increase File No. 240092-N-AS, Single Source Purchase of CAL~FLO Hydrated Lime, Parts, Service, and Repairs with Burnett Lime – Florida, Inc., d/b/a Burnett Lime Company, Inc. (Burnett Lime), from \$110,000 to \$120,000, an increase of \$10,000, for the remaining contract term; furthermore, award Contract File No. 250134-N-AS, effective April 26, 2025 through April 25, 2026, in an estimated amount not to exceed \$125,000, for the Public Services Department – Reverse Osmosis Water Treatment Facility (ROWTF).

Background

On April 2, 2024, the BOC awarded the subject contract for a one (1) year period. The reverse osmosis process requires specific treatment to produce potable drinking water that is stabilized for distribution through the City's pipe network. Hydrated Lime (calcium hydroxide and water mixture) injected via a Burnet CAL~FLO treatment system, is one of the required processes for this stabilization. CAL~FLO is a high-quality hydrated lime that provides the City the ability to control pH, hardness, and alkalinity parameters with consistent and predictable results. The CAL~FLO system was designed to use the product as uniquely produced by Burnett Lime to allow for efficient and consistent water treatment. This product meets stringent requirements for food grade quality. The purpose of this contract is to provide as needed purchases of CAL~FLO hydrated lime, parts, service, and repairs for ROWTF (see attached memo). Burnett Lime is the sole manufacturer and exclusive representative of CAL~FLO technology, including the complete treatment system, OEM parts, repairs, and maintenance within the state of Florida. The requested increase is needed to ensure sufficient authorization for as needed purchases through the remaining contract term. This is primarily due to an 8.7% price increase incurred on CAL~FLO hydrated lime due to escalating raw material prices and increased usage because of increased water production at ROWTF.

Funding

FY25 budget; account nos. 402-4305-536.5200 and 402-4305-536.4600 – RO Water Treatment.

Strategic Plan Objective

N/A



Public Services Department

Memorandum

Date: March 6, 2025

To: Janina Lewis, Procurement Services Director

Through: R. Thomas Kiger, Public Services Director
Raymond Page, Utilities Superintendent 

From: Darryl Vaci, Water Division Manager

Subject: Increase Contract File No. 240092-N-AS, CAL~FLO Hydrated Lime with Burnett Lime Company, Inc., for Water Treatment Operations, and award a new Single Source Contract, File No. 250134-N-AS for a one (1) year term for the same.

Recommendation

Authorize a one-time funding increase for Contract File No. 240092-N-AS, for CAL~FLO Hydrated Lime and as-needed parts, service and repairs with Burnett Lime Company Inc. (Burnett Lime), by \$10,000, from \$110,000 to \$120,000 for the remaining contract term, and award a new Single Source Contract, File No. 250134-N-AS, effective April 26, 2025 through April 25, 2026, in an estimated amount not to exceed \$125,000 for the same for the RO facility.

Background

The R.O. process requires specific treatment to produce potable drinking water that is stabilized for distribution through the City's pipe network. Hydrated lime (calcium hydroxide and water mixture) injected via a Burnett CAL~FLO treatment system, is one of the required processes for this stabilization. CAL~FLO is a high quality hydrated lime that provides the City the ability to control pH, hardness, and alkalinity parameters with consistent and predictable results.

The CAL~FLO system was designed to use the product as uniquely produced by Burnett Lime to allow for efficient and consistent water treatment. This product meets stringent requirements for food grade quality. Burnett Lime is the sole manufacturer and exclusive representative of CAL~FLO slurry and process technology, including the complete treatment system, OEM parts, repairs, and maintenance within the State of Florida. A single source letter is on file.

Contract File No. 240092-N-AS expires on April 25, 2025. An increase of \$10,000 is needed to purchase enough chemical before the end of the contract period. This is primarily due to increased water production at the RO Plant as well as an 8.7% price increase incurred on CAL~FLO hydrated lime midway through the contract period due to escalating raw material prices. Staff have already communicated with the vendor, and an annual cost increase (typically scheduled for October) is not planned during the next contract period. The requested authorization will fully cover anticipated operational needs, while proving flexibility for year-to-year variability in water demands and chemical delivery schedules.

Funding

Funds have been budgeted in Water Treatment Accounts 402-4305-536.5200 and 402-4305-
Page 26 of 377

536.4600 in the 2025 Fiscal Budget.

BURNETT LIME COMPANY, INC.

7095 HIGHWAY 11 • CAMPOBELLO, SC 29322 • 864-592-1658 • FAX: 864-592-1690 WWW.BURNETT-INC.COM

March 6, 2025

Mr. Darryl Vaci, Division Manager
Tarpon Springs WTP
Tarpon Springs (City Of)
1624 L&R Industrial Blvd.
Tarpon Springs, FL 34689



**Subject: Sole Source CAL~FLO®
Lime Slurry**

Darryl,

Burnett Lime Company, Inc., is the sole manufacture of its product, CAL~FLO® Lime Slurry. Burnett Lime Company, Inc. is the sole or exclusive representative for CAL~FLO® Lime Slurry and CAL~FLO® Lime Slurry Systems within the state of Florida for the purchase of new products, OEM repair parts, repairs and maintenance.



is a Burnett Lime Company, Inc. trademark, which is produced and sold with the patented CAL~FLO® Lime Slurry System. In selecting the CAL~FLO® system and slurry, your facility will receive our feed system functional guarantee (since the CAL~FLO® slurry meets the required specifications for proper operation).

No other representative can sell products, repair/replacement parts, maintenance, repair/replacement services, field services and technical support for Burnett Lime Company, Inc.

Burnett Lime Company, Inc. is the sole authorized repair facilitator for maintenance and installation in addition to stocking all authorized repair parts.

Your contact for CAL~FLO® Lime Slurry is:

Name Andrew Cannon or Judy Gregory
Address 7095 Hwy 11, Campobello, SC 29322
Phone 864-592-1658
Email acannon@burnett-inc.com cc: jgregory@burnett-inc.com

If you have questions regarding this issue, please contact me at 864-592-1658.

Thank you,

A handwritten signature in black ink, appearing to read "Hugh Burnett".

Hugh Burnett, Vice-President
BURNETT LIME COMPANY, INC.
Email: hburnett@burnett-inc.com
Web: www.burnett-inc.com





CITY OF TARPON SPRINGS, FL

Procurement Services
324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
FROM: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *ql*
THRU: Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst *AS*
DATE: 04/02/2024
SUBJECT: Award File No. 240092-N-AS, Single Source Purchases of CAL-FLO Hydrated Lime, Parts, Service, and Repairs

RECOMMENDATION:

Award File No. 240092-N-AS, Single Source Purchases of CAL-FLO Hydrated Lime, Parts, Service, and Repairs to Burnett Lime – Florida, Inc., effective April 26, 2024 through April 25, 2025, in an estimated amount not to exceed \$110,000, for the Public Services Department - Reverse Osmosis Water Treatment Facility (ROWTF). Purchase Orders will only be issued against approved budgets.

BACKGROUND:

The reverse osmosis process requires specific treatment to produce potable drinking water that is stabilized for distribution through the City's pipe network. Hydrated lime (calcium hydroxide and water mixture) injected via a Burnett CAL-FLO treatment system, is one of the required processes for this stabilization. CAL-FLO is a high-quality solution that provides the City the ability to control pH, hardness, and alkalinity parameters with consistent and predictable results to meet stringent Environmental Protection Agency and Florida Department of Environmental Protection drinking water standards (see attached memo). Burnett Lime – Florida, Inc., is the single manufacturer of CAL-FLO Lime Slurry and sole, exclusive representative for Cal-Flo Lime Slurry and Cal-Flo Lime Slurry Systems in the State of Florida for new products, OEM repair parts, maintenance, and chemicals.

FUNDING: 402-4305-536-5200 and 4600 FY24 - RO Water Treatment Facility Accounts

Accepted by: _____

Michael LeCom
City Manager

Attest: _____

[Signature]
City Clerk



Public Services Department

Memorandum

Date: March 18, 2024
To: Janina Lewis, Procurement Services Director
Through: R. Thomas Kiger, Public Services Director
Raymond Page, Utilities Superintendent 
From: Darryl Vaci, Water Division Manager
Subject: Authorize Single Source contract with Burnett Lime Co. to Provide CAL~FLO Hydrated Lime, and Parts, Service and Repairs, at the RO Facility

Recommendation

Authorize Single Source Contract No. 240092-N-AS with Burnett Lime Company to provide CAL~FLO hydrated lime and as-needed parts, service and repairs, effective April 26, 2024 through April 25, 2025, in an estimated amount not to exceed \$110,000, for the RO facility.

Background

The Reverse Osmosis process requires specific treatment to produce potable drinking water for distribution through the City's pipe network. Hydrated lime (calcium hydroxide and water mixture) injected via a Burnett CAL~FLO treatment system, is one of the required processes for this stabilization. CAL~FLO is a high quality hydrated lime that provides the City the ability to adjust the pH, hardness, and alkalinity of finished potable water with consistent and predictable results to meet EPA and FDEP drinking water standards.

The Cal-Flo system was designed to use the lime product produced by Burnett, Inc. to allow for efficient and consistent water treatment. This product meets stringent requirements for food grade quality. Burnett Lime is the single source of CAL~FLO slurry and process technology, including the complete treatment system. This authorization will cover annual expenditures for lime purchases for water treatment, as well as a small allowance for as-needed parts for the equipment. A single source letter is on file.

Funding

Funds have been budgeted in Water Treatment Accounts 402-4305-536.5200 and 402-4305-536.4600 in the 2024 Fiscal Budget.

BURNETT LIME COMPANY, INC.

7095 HIGHWAY 11 • CAMPOBELLO, SC 29322 • 864-592-1658 • FAX: 864-592-1690 WWW.BURNETT-INC.COM

March 18, 2024

Mr. Darryl Vaci, Division Manager
Tarpon Springs WTP
Tarpon Springs (City Of)
1624 L&R Industrial Blvd.
Tarpon Springs, FL 34689



**Subject: Sole Source CAL~FLO®
Lime Slurry**

Darryl,

Burnett Lime Company, Inc., is the sole manufacture of its product, CAL~FLO® Lime Slurry. Burnett Lime Company, Inc. is the sole or exclusive representative for CAL~FLO® Lime Slurry and CAL~FLO® Lime Slurry Systems within the state of Florida for the purchase of new products, OEM repair parts, repairs and maintenance.

 is a Burnett Lime Company, Inc. trademark, which is produced and sold with the patented CAL~FLO® Lime Slurry System. In selecting the CAL~FLO® system and slurry, your facility will receive our feed system functional guarantee (since the CAL~FLO® slurry meets the required specifications for proper operation).

No other representative can sell products, repair/replacement parts, maintenance, repair/replacement services, field services and technical support for Burnett Lime Company, Inc.

Burnett Lime Company, Inc. is the sole authorized repair facilitator for maintenance and installation in addition to stocking all authorized repair parts.

Your contact for CAL~FLO® Lime Slurry is:

Name	Andrew Cannon or Teresa Johnson
Address	7095 Hwy 11, Campobello, SC 29322
Phone	864-592-1658
Email	acannon@burnett-inc.com cc: tjohnson@burnett-inc.com

If you have questions regarding this issue, please contact me at 864-592-1658.

Thank you,

Hugh Burnett, Vice-President
BURNETT LIME COMPANY, INC.
Email: hburnett@burnett-inc.com
Web: www.burnett-inc.com





Memorandum

Date: March 25, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Janina Lewis, Procurement Services Director
Subject: Ratify Award File No. 250145-N-JL, Single Source Purchase of Legal and Promotional Advertising (**Janina Lewis Procurement Services Director**)

Recommendation

Ratify Award File No. 250145-N-JL, Single Source Purchase of Legal and Promotional Advertising to the Tampa Bay Times, in an amount not to exceed \$75,000, for the period of February 21, 2025, through February 20, 2026, for various City departments. Purchase orders will only be issued against approved budgets.

Background

City Ordinance and State Statute requires that legal advertising shall be advertised in a newspaper of general circulation in the county in which said municipality is located. The Tampa Bay Times is in St. Petersburg, Pinellas County, Florida. The Tampa Bay Times also has the largest circulation of the newspapers published in Pinellas County and for this reason, promotional advertising is included. The estimated amount will cover any additional expenses during this year's election information and additional advertising announcements due to board date changes. Approximately \$44,000 has been expended during the previous year.

Funding

Funding will be identified as requirements arise.

Strategic Plan Objective

N/A

Classified Legal Rates

Legal Category Rates

Legal rates are applicable to the Legal category in BayLink Classified and Court ordered notices publishing outside of the Classified section. These rates are NON-commissionable..

Payment Information

For your convenience, we accept VISA, MasterCard, Discover and American Express credit and check cards; checks; money orders or in-person cash payments. All rates are net cash with order unless credit has been approved. Where credit is extended, invoices are payable on terms stipulated. No prompt payment discount. Accounts past due will be charged 18% annual interest and may incur additional expenses should the use of a collection agency, attorney or both be required. Claims for errors in billing must be made within 30 days of date of invoice to be considered. Rates can be revised with 30 day's written notice.

Deadlines & Creative

Space reservations must be made in accordance with the deadline for regular proofing procedure. See Publication Deadlines. Advertisers are entitled to one initial proof, and if necessary, one revised proof. Advertiser accepts the responsibility for error when late copy/artwork is provided since no proof will be shown. Deadlines indicate when ad materials are due in the Times Creative Marketing Department in downtown St. Petersburg.

To advertise

Pinellas County
1.800.333.7505 ext. 8358
Email us:
legals@tampabay.com

Pasco County
1.800.333.7505 ext. 6288
Email us:
legalsnorth@tampabay.com

Hernando & Citrus Counties
1.800.333.7505 ext. 1454
Email us:
legalsnorth@tampabay.com

Hillsborough County
1.800.333.7505 ext. 6223
Email us:
legalsnorth@tampabay.com

LEGAL RATES PER LINE PER DAY

A three-line minimum is required for any edition.
Rates are per line per day, and include your ad text online unless otherwise noted.

LEGAL RATES BAYLINK DISPLAY ADS

Rates are per column inch. Rates include your text online unless otherwise noted.

FICTITIOUS NAMES

Up to 12 Lines 1 Day
Additional per-line cost

FORECLOSURE ACTIONS

Up to 165 Lines 2 Days
Up to 165 Lines 4 Days
Additional per-line cost

TAX DEEDS

Up to 40 Lines 2 Days
Up to 40 Lines 4 Days
Additional per-line cost

ROP RATES

Call toll-free nationwide **1-800-333-7505** ext **8358**
or fax your ad to **727-892-2902**.

			BayLink Regional Editions			
FULL RUN			All Pinellas	Pasco	Hernando/ Citrus	Hillsborough
Sunday	\$10.00	Sunday	\$5.50	\$1.75	\$1.00	\$5.50
Daily	\$7.20	Wed-Sat.	\$4.25	\$1.20	\$.85	\$4.25

Sunday	\$165.00	Sunday	\$73.00	\$37.00	\$18.00	\$73.00
Daily	\$94.00	Wed-Sat.	\$67.00	\$25.50	\$13.00	\$67.00

FULL RUN	All Pinellas	Pasco	Hernando/ Citrus	Hillsborough
Up to 12 Lines 1 Day	\$95.00*	\$55.00*	\$25.00*	\$55.00*
Additional per-line cost	\$3.20	\$2.75	\$1.10	\$2.75

*This price includes a \$2.00 affidavit fee.

Up to 165 Lines 2 Days	\$200.00	\$155.00	\$135.00	\$140.00	\$155.00
Up to 165 Lines 4 Days	\$400.00	\$310.00	\$270.00	\$280.00	\$310.00
Additional per-line cost	\$6.45	\$5.15	\$4.60	\$4.75	\$5.15

Up to 40 Lines 2 Days	\$150.00	\$100.00	\$70.00	\$84.00	\$100.00
Up to 40 Lines 4 Days	\$300.00	\$200.00	\$140.00	\$168.00	\$200.00
Additional per-line cost	\$3.75	\$2.50	\$1.75	\$2.10	\$2.50

Edition	Sunday Column Inch Rate	Weekday Column Inch Rate
Full Run	\$159.00	\$110.00
Local / Pinellas B	\$73.00	\$67.00
Local / Hillsborough B	\$73.00	\$67.00
Local / North Suncoast B	\$37.00	\$26.00

Edition (Friday Only)	Friday Column Inch Rate	Edition (Friday Only)	Friday Column Inch Rate
St. Pete Times St. Petersburg	\$13.00	Tribune City	\$9.00
St. Pete Times Beaches	\$8.00	Tribune North	\$17.00
St. Pete Times Mid County	\$15.00	Tribune SE	\$15.00
N. Pinellas/Clearwater Times	\$20.00		
Pasco Times	\$19.00		
Hernando Times	\$8.00		

Affidavit Charge \$2.00



Memorandum

Date: March 25, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Increase File No. 220153-C-AS, Wireless Data, Voice, and Parts (Jeff Young Police Chief, Janina Lewis Procurement Services Director)

Recommendation

Increase File No. 220153-C-AS, Wireless Data, Voice, and Accessories, utilizing NASPO Master Agreement No. MA176 with T-Mobile USA, Inc., effective through August 11, 2029, from \$23,400 to an estimated annual amount not to exceed \$42,400, an increase of \$19,000, for the Police Department (PD).

Background

On August 9, 2022, the BOC approved the subject Contract through June 30, 2024. On February 12, 2024, the State of Utah Division of Purchasing effected the renewal of NASPO Contract No. MA 176, through August 11, 2029. On July 2, 2024, the BOC renewed the Contract. The purpose of this contract is to provide continuous functionality and reliability of PD's wireless data and voice services. The requested increase is needed to cover an expansion in officer numbers and the transition of SIM cards from Verizon to T-Mobile for PD's existing devices, which is expected to be completed during FY25. Additionally, these funds provide a contingency for potential rate increases throughout the remaining contract term (see attached memo).

Funding

001-1002-521.4100 – Police Department FY24 budget

Strategic Plan Objective

N/A



TARPON SPRINGS POLICE DEPARTMENT

MEMORANDUM

Jeffrey P. Young
CHIEF OF POLICE

"Building a Better Future Through Excellence in Policing"

To: Janina Lewis, Procurement Services Director

From: Jeffrey P Young, Chief of Police *JPY*

Date: March 17, 2025

Ref: Wireless Voice and Data Services and Accessories

The Police Department is requesting an annual increase to the T-Mobile USA contract for Wireless Voice and Data Services and Accessories, utilizing NASPO Master Agreement No. MA176. The proposed increase is estimated not to exceed \$42,400 annually through August 11, 2029.

The requested funds for FY25 will cover an expansion in officer numbers and the ongoing transition of SIM cards from Verizon to T-Mobile, which is expected to be completed during this fiscal year. Additionally, these funds will ensure contingency for potential rate increases throughout the remaining contract term.

Approving the continued use of the T-Mobile contract will ensure the ongoing reliability and functionality of our voice and data services. This, in turn, will benefit both our law enforcement officers and the communities they serve by providing them with consistent and dependable communication tools essential for effective public safety operations.

Funding:
FY25 001-1002-521.41-00.

*Rel
3-15-25*



444 S. HUEY AVENUE, TARPON SPRINGS, FL 34689 - PHONE: (727) 938-2849
WWW.TSPD.US

"A Full Service Accredited Law Enforcement Agency"





CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
THRU: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director
FROM: Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst *AS*
DATE: 07/02/2024
SUBJECT: Renew File No. 220153-C-AS, Wireless Data, Voice, and Accessories, Utilizing National Association of State Procurement Officials (NASPO) Master Agreement No. MA176

RECOMMENDATION:

Renew File No. 220153-C-AS, Wireless Data, Voice, and Accessories, utilizing NASPO Master Agreement No. MA176 with T-Mobile USA, Inc., effective July 01, 2024 through August 11, 2029, in an estimated annual amount not to exceed \$23,400, for the Police Department (PD).

BACKGROUND:

On August 9, 2022, the BOC approved the subject Contract through June 30, 2024. On February 12, 2024, the State of Utah Division of Purchasing effected the renewal of NASPO Contract No. MA 176, through August 11, 2029. The purpose of this contract is to provide continuous functionality and reliability of PD's wireless data and voice services (see attached memo). Staff deemed the offered pricing through the NASPO Cooperative Contract to be fair and reasonable based on historical pricing paid by the City and competitive solicitation for the contracted services.

FUNDING: 001-1002-521.4100 – Police Department FY24 budget

Accepted by: _____

City Manager

Attest _____

City Clerk





TARPON SPRINGS POLICE DEPARTMENT MEMORANDUM

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

To: Janina Lewis, Procurement Services Director
From: Jeffrey P Young, Chief of Police *JPY*
Date: June 17, 2024
Ref: Wireless Voice and Data Services and Accessories

The Police Department has budgeted \$23,400 in FY24 for the continued utilization of T-Mobile USA for Wireless Voice and Data Services and Accessories.

The PD wishes to continue the contract with T-Mobile USA, Inc., utilizing NASPO Master Agreement No. MA 176 for a period through August 11, 2029, at an annual amount of \$23,400.

Approval of this continued utilization of the T-Mobile contract ensures the continuous functionality and reliability of our voice and data services, thereby benefiting both our law enforcement officers and the communities they serve.

The funds are budgeted for FY24 in account 001-1002-521.41-00.

*fel
6-25-24*



444 S. HUEY AVENUE, TARPON SPRINGS, FL 34689 - PHONE: (727) 938-2849

WWW.TSPD.US

"A Full Service Accredited Law Enforcement Agency"





STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 9

CONTRACT #: MA176

Starting Date: 7/1/2019

Expiration Date (before this amendment): 8/11/2024

Expiration Date (changed to by this amendment): 8/11/2029

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and **T-Mobile USA, Inc.** (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

[Note: the following changes are to amend the NASPO Master Agreement.]

1. The contract's expiration date is hereby changed from 08/11/2024 to **08/11/2029**.
2. The parties agree as follows: Add the "SASE by Versa" solution – see the attached, completed "Attachment M New Product Request Form". The "SASE by Versa" solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.
3. The parties agree as follows: Add the "Ivanti fleet, asset and workforce management platform" solution – see the attached, completed "Attachment M New Product Request Form". The "Ivanti fleet, asset and workforce management platform" solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.
4. The parties agree as follows: Add the "Jamf Pro Mobile Device Management" solution – see the attached, completed "Attachment M New Product Request Form". The "Jamf Pro Mobile Device Management" solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.
5. The parties agree as follows: Add the "Samsung Knox Manage" Mobile Device Management solution – see the attached, completed "Attachment M New Product Request Form". The "Samsung Knox Manage" solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.

Effective Date of Amendment: 2/12/2024

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

DocuSigned by:



2/2/2024

SF688CC9343743C

Contractor's Signature

Date

David Bezzant

Contractor's Name (Print)

Vice President

Title (Print)

Approved by:

DocuSigned by:



S690B61B18D2433

T-Mobile Legal Dept

DocuSigned by:



2/2/2024

C36BE9DAC528424

Director, State of Utah Division of Purchasing

Date

For Division of Purchasing Internal Use

Purchasing Agent	Phone #	E-mail Address	Contract #
Marci Woodward	801-957-7145	mwoodward@utah.gov	MA176 (Amd #9)



CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
Thru: Janina Lewis, CPPO, CPP-NIGP, Procurement Services Director *AL*
FROM: Anela Saday, CPPB, Senior Procurement Analyst *AS*
DATE: 08/09/2022
SUBJECT: Award File No. 220153-C-AS, Wireless Data, Voice, and Accessories utilizing National Association of State Procurement Officials (NASPO) Master Agreement No. MA 176-1

RECOMMENDATION:

Award File No. 220153-C-AS, Wireless Data, Voice, and Accessories utilizing National Association of State Procurement Officials (NASPO) Master Agreement No. 176-1 to T-Mobile USA, Inc. (T-Mobile), in an estimated annual amount not to exceed \$18,680.76 through June 30, 2024, for the Police Department.

BACKGROUND:

The purpose of this contract is to provide the Police Department with wireless data, voice, and accessories at discounted rates through NASPO Master Agreement No. MA176-1 with T-Mobile. This contract may be extended for one (1) additional five (5) year period. T-Mobile offers a Connecting Heroes discount to government first responders which will save the City \$10,931.76 annually compared to the pricing with the current provider (see the attached memo).

FUNDING: 001-1002-521.4100 Police Department

Accepted by: *Mel LeBar*
City Manager

Attest:

June S. Jacobs
City Clerk



TARPON SPRINGS POLICE DEPARTMENT

MEMORANDUM

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

To: Janina Lewis, Procurement Services Director

From: Jeffrey P Young, Chief of Police

Date: July 20, 2022

Ref: Wireless Voice and Data Services and Accessories

The City of Tarpon Springs Police Department wishes to contract with T-Mobile USA, Inc., utilizing NASPO Master Agreement No. MA 176-1, for Wireless Voice and Data Services and Accessories, at an estimated annual cost of \$18,680.76, for a period through June 30, 2024.

The current annual cost for Wireless Voice and Data Services and Accessories with our current carrier is \$29,612.52. The projected annual savings with the T-Mobile USA Inc. contract is \$10,931.76 or approximately \$20,952.54 for the contract term.

The funds are budgeted for FY22 in account 001-1002-521.41-00.



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NASPO ValuePoint
PARTICIPATING ADDENDUM



WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

Master Agreement #: MA176

Contractor: **T-MOBILE USA, INC.**

Participating Entity: **CITY OF TARPON SPRINGS, FLORIDA**

1. **Scope:** This Participating Addendum ("PA") covers the NASPO ValuePoint Wireless, Data, Voice and Accessories Master Agreement No. MA176 led by the State of Utah, as amended ("Master Agreement") for use by state agencies and other entities, as provided in the Master Agreement, and as more specifically detailed in Paragraph 2, "Participation," below. There were four categories included in the solicitation:

Category 1: Cellular Wireless Services

Category 2: Equipment and Accessories

Category 3: Turnkey Wireless and IoT Solutions offered as a Product

Category 4: Alternative Wireless Transport Options

Contractor was awarded Categories 1, 2, 3A, and 3C.

Participating Entity has elected to participate in Categories 1, 2, 3A and 3C (unless indicated otherwise).

Unless otherwise agreed to by the parties herein, this PA shall be coterminous with the Master Agreement including any renewals or extensions to the Master Agreement.

2. **Participation:** This PA may be used by all state agencies, institutions of higher education, political subdivisions and other entities who are authorized by the State Chief Procurement Official or otherwise eligible to place orders against this PA (collectively "Purchasing Entities"). It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. A Purchasing Entity may issue individual releases (Purchase Orders) against this PA on an as-needed basis.

3. **Participating Entity Modifications or Additions** are attached and incorporated as **Exhibit 1**.

4. **Order of Precedence:** Except as specifically provided otherwise herein, this PA consists of and precedence is established by the order of the following documents:

This PA; and

The Master Agreement (including the Master Agreement Order of Precedence established in the NASPO ValuePoint Master Terms and Conditions).

5. **Administrative Fee and Reporting:**

Insert any state-specific Administrative Fee and Reporting Requirements.

NASPO ValuePoint

**PARTICIPATING ADDENDUM****WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

6. Purchase Order Instructions:

Insert any state-specific instructions/requirements for placing orders, including the requirement to include the Contract or Purchase Order Number. If Category 3 is included in your PA, address requirements for Statements of Work (SOW's) as well.

[CONTRACTOR PROPOSED LANGUAGE:]

Any Purchase Order, Order or T-Mobile approved funding document used to order Products and Services shall be in accordance with and subject to the NASPO Master Agreement #MA176. As a pre-condition to ordering T-Mobile Services and Products under the NASPO Master Agreement, T-Mobile will require Participating Entity to provide a Purchase Order, Order or signed funding document.

7. Individual Customer:

Sample Language – "Each state agency, political subdivision or other entity placing an order under this Participating Addendum ("Purchasing Entity"), will be treated as if it was an Individual Customer. Except to the extent modified in this Participating Addendum, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision or other entity will be responsible for its own charges, fees and liabilities. Each Purchasing Entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases; and Contractor will apply the charges to each Participating Entity individually. The Individual Customer agrees to the terms of the Participating Addendum, including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fee."

8. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):**Contractor:**

Name:	David Bezzant, Vice President, T-Mobile for Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006
Telephone:	(480) 638-2608
Fax:	
Email:	David.Bezzant@T-Mobile.com

NASPO ValuePoint

**PARTICIPATING ADDENDUM****WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

For Legal Notice to Contractor – send a copy to:

Name:	Legal Department, T-Mobile USA, Inc.
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006

Participating Entity:

Name:	City of Tarpon Springs, Florida
Address:	324 E. Pine Street
Telephone:	727-943-4871
Fax:	727-937-1766
Email:	asaday@ctsl.us (Anela Saday, CPPB, Senior Procurement Analyst)

9. **Software Terms and Conditions:** Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a Purchasing Entity's constitution, statute or other applicable law will be deemed void, and of no force or effect, as applied to the Purchasing Entity.

10. Pursuant to Amendment No. 2 of Master Agreement No. MA176, upon execution of this PA, the parties agree that this PA will supersede and replace any existing Participating Addendum(s) executed by the Participating Entity under either: 1) the NASPO ValuePoint Master Agreement #1907 between the State of Nevada and Contractor; or 2) the NASPO ValuePoint Master Agreement #1907 between the State of Nevada and Sprint Solutions, Inc., ("Existing 1907 Participating Addendums") as of this PA Effective Date, subject to the terms herein. The Existing 1907 Participating Addendums will be terminated in their entirety as of this PA Effective Date.

11. Technology Evolution:

11.1 In the normal course of technology evolution and enhancement, T-Mobile continually updates and upgrades its Services, Products and networks. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, T-Mobile will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the PA to the contrary, T-Mobile reserves the right, in its sole discretion, after providing the notice set forth in subsection 11.2 below, to (a) migrate Purchasing Entity to a mutually agreed upon replacement technology unless, within the notice period described in

NASPO ValuePoint

**PARTICIPATING ADDENDUM****WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

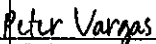
subsection 11.2 below, the Purchasing Entity opts to discontinue its Service, Product, network standard, or technology; or (b) discontinue any Service, Product, network standard, or technology without replacement without either party being in breach of the PA or incurring early termination liability relating to the discontinuance of the affected Service, Product, network standard, or technology.

11.2 If T-Mobile takes any action set forth in subsection 11.1 above, T-Mobile will provide no less than 60 days' advance notice reasonably designed to inform Purchasing Entity (if affected) of such pending action. The form of T-Mobile's notice may include providing written notice to any address (a) T-Mobile uses for billing the Purchasing Entity, (b) set forth in Purchasing Entity's Order, or, if (a) or (b) are unavailable, (c) listed in the PA for Participating Entity. Customer agrees that such notice is reasonable and sufficient notice of T-Mobile's pending action.

12. Entire Agreement:

Insert your State's standard "Entire Agreement" provision, unless included in your Exhibit 1.

The parties have executed this Participating Addendum as of the date of final execution below ("PA Effective Date").

Participating Entity: City of Tarpon Springs, Florida	Contractor: T-Mobile USA, Inc.
Signature: 	Signature: 
Printed Name: Mark LeCourts	Printed Name: Peter Vargas
Title: City Manager	Title: Director, Public Sector & Education - South Region
Date: 07-14-2022	Date: 7/26/2022
	Legal Approved by: CLM 1504350 7/26/2022  T-Mobile USA, Inc. Legal Department

[Additional signatures may be added if required by the Participating Entity]

NASPO ValuePoint

PARTICIPATING ADDENDUM



WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

For questions on the Participating Addendum or NASPO ValuePoint cooperative contracting process, please contact the NASPO ValuePoint Cooperative Contract Coordinator assigned to this Portfolio, as provided on this Portfolio's webpage at www.naspovaluepoint.org or the NASPO ValuePoint team at ccc@naspovaluepoint.org.

*****Attach Exhibit 1 if necessary – Participating Entity Modifications or Additions*****

Contractor - email a fully executed PDF copy of this document to:

***To support documentation of participation and posting
in appropriate databases
PA@naspovaluepoint.org***



Proposal for:

City of
Tarpon Springs Police Department

Greg VanMeter
Government Account Manager
813 463 0174
Gregory.vanmeter@t-mobile.com

Table of Contents

Executive Summary	1
About Us	2
Network Overview	3
Pricing Proposal	6
Our Smartphone Plans	7
Our Data Plans	8
Savings Analysis	9
Additional Legal Terms	11

Executive Summary

Dear Steve,

T-Mobile USA, Inc. ("T-Mobile") would like to thank the Tarpon Springs Police Department for your for the opportunity to provide a proposal of service. At T-Mobile, we believe our contributions to the communications success in the Government space has just begun, with the best innovations ahead. T-Mobile for Government is on a mission to transform the wireless industry by helping agencies like yours accelerate innovation and move into the next era of mobility—all while cutting costs and boosting productivity to steward taxpayer dollars effectively.

We know and understand how difficult it can be to make a change, that is why we have a fully trained team of experts to provide Implementation of the T-Mobile solution. This removes the burden of deploying a project like this from you and your staff.

We are invested in the success of every single one of our T-Mobile for Government partners, working closely with each one to develop a plan that supports the productivity and growth of your agency. We're excited to see what the future holds for us—together.

- T-Mobile offers comprehensive set of unlimited rate plans without overage fees and penalties.
- Provide Full deployment support with our team of Project Managers and Implementation Specialists.
- T-Mobile is the first in the nation to offer a Narrowband Internet of Things service for keeping all your smart applications connected and have a growing portfolio of IoT solutions.
- We provide a multiple set of options for inbuilding coverage that includes building infrastructure systems and small cell deployments.
- Network reliability Disaster Recover and Business Continuity to keep you connected when natural disasters hit.

We look forward to implementing viable solutions for the Tarpon Springs Police Department so your needs can be met for the best value possible.

Respectfully submitted,

Greg VanMeter
Government Account Manager
813 463 0174
Gregory.vanmeter@t-mobile.com

About Us

Wireless solutions built for your Agency

The new T-Mobile promise:

- **-The best network—at an uncompromising value.** With our value leadership and supercharged network, we will work to ensure you'll never have to choose between the best service, network, or value.
- **-We're changing the game.** The new T-Mobile will create even more 5G-enabled innovations and be even more obsessed with our customer's entire experience. All at a level that's not only enterprise-grade, but built for the future of work.
- **-Not just a better network, but a better company.** Every day, we're finding new ways to connect communities in need with critical services. From programs that connect first responders and their families, to solutions that help to eliminate the digital divide for students across the country, we're part of your community, and we're honored to support you.
- JD Power award for best customer service
- Opensignal award for best network
- Ookla award for fastest network

Not all 5G networks are created equal.

T-MOBILE'S MULTI-SPECTRUM STRATEGY

5G networks are being built to leverage signals of varying frequencies: high-band, mid-band, and low-band.

High-band, or millimeter wave (mmWave), consists of spectrum above 24 GHz and offers incredible speeds, but the short waves don't travel very far and struggle to penetrate walls, trees, and even glass. **Mid-band** consists of spectrum between 1 GHz and 6 GHz and offers a balance between speed and range. Where high-band waves can only cover a few city blocks and mid-band waves can cover somewhat broader areas, **low-band** waves (consisting of spectrum under 1 GHz) can cover hundreds of square miles, offering more reliable connectivity both indoors and outdoors.



Low Band: NATIONWIDE: 600MHz NR can address MBB and Massive IoT. Low Band + Mid Band: METRO: 4G LTE evolution for wide area coverage, capacity, voice, and primary mobility layer for 5G. Low Band + Mid Band + High Band (mmW): DENSE URBAN: Short range in-building and urbanized systems.

To take full advantage of next-generation innovations, it's crucial to find a partner with a network that can leverage multiple frequencies to deliver the right 5G signal to more places.

High-band: For faster data transmission.

Over time, increased speeds from high-band networks could enable endless, high-value use cases. Security personnel could potentially take advantage of innovations in edge-computing to make critical safety decisions faster than ever before. Fleet managers could get more vehicle and driver data in truly real time, helping them make decisions that could possibly improve safety and cut costs. Remote software updates on POS devices used in retail, hospitality, and field services environments will happen quickly and seamlessly, keeping customer data secure and back-end inventory up to date.

Along with speed, the much lower latency attributed to 5G generally will likely enable even more new use cases. Among endless possibilities, this has the potential to completely change the way companies communicate with both employees and customers. A future of augmented reality (AR), virtual reality (VR) and artificial intelligence (AI) could help retailers enhance shopping experiences for customers.

But while high-band waves offer the blazing speed needed for some use cases, breadth in coverage will be required to enable others.

Mid-band: For a balance of speed and range.

If you think about spectrum like a cake, where high-band is the icing and can only serve a small area, the cake itself—mid-band—can go farther.

Mid-band's longer waves cover a broader area with fast speeds, and with the capability to cover most metropolitan areas in the United States, this could extend some of the same high-band use cases mentioned above to span neighborhoods, districts, or even entire cities. Imagine enhanced video and audio quality that makes virtual conferencing seamless for remote workers; seamlessly connected fleet and city data to help transit services and passengers recalibrate ideal routes fast; or the ability to work in a city park just as efficiently as one's corporate office.

Still, in order to satisfy Americans' appetite for next-gen connectivity on a nationwide scale, a broad foundational layer is needed.

Low-band: For more connectivity in more places.

5G networks with low-band spectrum will enable unique use cases that high-band signals can't.

Remote workers and customers in rural or suburban fringe areas who struggle with reliability could get increased connectivity that may help boost productivity. In the future, field reps could access authentication-dependent SaaS apps, like CRM, to gather customer data almost anywhere in the field, potentially helping to close more deals faster. Strong indoor signals could connect more IoT-enabled devices in smart buildings, underground parking lots, homes, and facilities. enabling

future innovations that could enhance customer experiences, help business decision-makers identify cost-saving efficiencies, and improve our daily lives.

Because your business—and your customers—have different needs that can be met by different network spectrums, finding a partner with a multi-spectrum network is key to a successful wireless strategy.

Proposed Costs for Tarpon Springs Police Department

We've made major network investments in rural areas, smaller cities, and the suburbs. T-Mobile 5G combines all spectrum frequencies —high, mid and low—for the best possible 5G experience.

We understand a project like this need to be done seamlessly, efficiently and provide ongoing support that is why we provide you with:

- Dedicated Project Management -- Switching is seamless. We provide complete Project Management, end to end. Our approach to implementation is grounded in a consistent and predictable migration process and dedicated support. Your implementation team contact will ensure all milestones and deadlines are met with no disruption to your daily operations.
- Dedicated Customer Support -- With our world-class 'Magenta Glove Experience,' you'll see why we're easier to business with. Enjoy a reinvented customer experience with our Team of Experts® approach that gives you dedicated account support from a top-notch team.

Our competitive rate plans include:

- Unlimited talk
- Unlimited text
- Unlimited 5G and 4G LTE data
- Text and 2G data in 210+ countries and destinations at no extra cost
- Talk, text, and up to 5GB of 4G LTE data in Mexico and Canada
- Smartphone Mobile Hotspot
- SMARSH Text Logging
- WPS with Priority and Preemption

The following proposed solutions are based on information provided by Pasco County. The savings are based on an estimated current monthly stipend cost of \$30.00 per month.

Solution

Purchase of iPhone SE3 5G Phones and paired with Connecting Hero's Select Plan.

	Monthly	Total
63 iPhone SE3 Phones - On Us	\$21.53	\$1,356.39
63 Monthly Regulatory Program Fee's	\$3.18	\$200.34
63 WPS with Priority and Preemption FREE	\$0.00	\$0.00

Total Annual	\$18,680.76
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Optional Services

	Monthly
SMARSH text logging license	\$5.00
Mobile Device Management(MDM)	\$3.30
Apple Business Manager(Free)	\$0.00

Our Smartphone Plans

Unlimited everything for your business

Smartphone Plans	Commercially available price (\$/line/month)	Monthly recurring cost after 18% discount (\$/line/month)
Connecting Heroes- • Unlimited talk, text, and smartphone data on our network • 4G LTE mobile hotspot data 1GB(then 3G speeds) • Wireless Priority Service (WPS) eligible • Unlimited texting and 2G data in 210+ countries and destinations • Talk, text, and up to 5GB of 4G LTE data in Mexico and Canada • Video streaming	\$25.00	\$21.53

Plus applicable taxes, fees and surcharges. During congestion, the small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. Video typically streams at 480p.

Our Data Plans

Share data and save

Data Only Plans	Commercially available price (\$/line/month)	Monthly recurring cost after 18% discount (\$/line/month)
Government Unlimited for Tablets – 11GB Hotspot • Unlimited text • Unlimited 5G or 4G LTE data • Unlimited 3G Smartphone Mobile Hotspot with 11GB of 4G LTE • Unlimited text and data in 210+ countries and destinations • Unlimited text and up to 5GB of 4G LTE data in Mexico and Canada • 200mb domestic data roaming • Optimized video streaming at 480p	\$23.50	\$19.27
Hotspot- Simple Choice Unlimited Mobile Internet for Government • Unlimited text and high-speed data • Unlimited text and data in 210+ countries and destinations • Domestic data roaming • Stateside International Unlimited Texting	\$35.00	\$28.70

Plus applicable taxes, fees and surcharges. During congestion, the small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. Video typically streams at 480p.

Savings-Connecting Hero's

Current Costs			
Estimated Current Monthly Cost	QTY	Price Per	Total
Cell Phone Service	63	\$35.99	\$2,267.37
* Monthly Regulatory Program Fee's	63	\$3.18	\$200.34
Total Current Monthly Cost			\$2,467.71
Total Estimated Annual Cost			\$29,612.52

Proposed Costs			
Monthly Cost	QTY	Price Per	Total
Connecting Hero's Select Plan	63	\$21.53	\$1,356.39
Monthly Regulatory Program Fee's	63	\$3.18	\$200.34
Total Monthly Cost			\$1,556.73
Total Estimated Annual Cost			\$18,680.76

Savings Summary	
Current Annual Cost	\$29,612.52
PROPOSED Annual COST	\$18,680.76
Annual Savings	\$10,931.76
23 Month Savings	
YEAR ONE SAVINGS	\$10,931.76
YEAR TWO SAVINGS	\$10,020.78
TOTAL 23 MONTH SAVINGS	\$20,952.54

NOTES:
* Assumed additional Fee's.

Limited time offer; subject to change. Qualifying business account, service & credit required. Quoted prices in this proposal do not include taxes, fees, and/or surcharges. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$3.18 per voice line (\$0.60 for RPF & \$2.58 for TRF) and \$1.16 per data only line (\$0.15 for RPF & \$1.01 for TRF) applies. Pricing reflects individual line fees unless otherwise stated.

For customers participating in an Equipment Installment Plan, device pricing is an example of pricing for well-qualified customers only and does not represent an offer to provide financing. Contact us before canceling wireless service to discuss the availability of continued device payments, or credits stop & remaining balance at full price is due.

Promotional offers apply after all requirements are met and may be fulfilled via monthly bill credits appearing after 1-2 bill cycles. View individual promotional offer details and requirements at www.T-Mobile.com/PromotionalOffers. Promotional offers may end at any time; promotional pricing may become unavailable before the expiration date of this Wireless Service Proposal.

Additional Legal Terms

Quoted prices above are after a 15% Government Contract discount, and do not include taxes, fees, surcharges, or potential government reimbursement funding. Original pricing for plans offered are as follows. 1) Government Unlimited @ \$29.00/line; 2) Government Unlimited Tablet data service @ \$23.50/line; 3) Simple Choice Unlimited Government Mobile Internet @ \$35.00/line; and 4) Simple Choice North America for Government @ \$15.00/line for 12 or more lines.

During congestion, the small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. Video typically streams on smartphone at 480p. Credit approval, deposit, and \$25 SIM starter kit or, in stores & on customer service calls, \$20 upgrade support charge may be required. Plus taxes & fees. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$3.18 per voice line (\$0.60 for RPF & \$2.58 for TRF) and \$1.16 per data only line (\$0.15 for RPF & \$1.01 for TRF) applies (taxes/fees approx. 6-28% of bill). Capable device required for some features. Government Unlimited General Terms: U.S. roaming and on-network data allotments differ: includes 200MB roaming. Unlimited talk & text features for direct communications between 2 people; others (e.g., conference & chat lines, etc.) may cost extra. Unlimited high-speed data US only. In Canada/Mexico, up to 5GB high-speed data then unlimited at up to 128kbps. Not available for hotspots and some other data-first devices. Video streams at up to 1.5Mbps. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave any video streaming applications at their default automatic resolution setting. Tethering: 11 GB high-speed data then unlimited on our network at max 3G speeds. For the small fraction of customers using >50GB/mo., primary data usage must be on smartphone or tablet. Smartphone and tablet usage is prioritized over Mobile Hotspot Service (tethering) usage, which may result in higher speeds for data used on smartphones and tablets. AutoPay Pricing for lines 1-8. Without AutoPay, \$5 more/line. May not be reflected on 1st bill. Simple Global: Additional charges apply in excluded destinations; see www.t-mobile.com for included destinations (subject to change at T-Mobile's discretion). Qualifying postpaid plan and capable device required. Taxes additional; usage taxed in some countries. Voice and text features for direct communications between 2 people. Communications with premium-rate (e.g., 900, entertainment, high-rate helpline) numbers not included. Calls from Simple Global countries, including over Wi-Fi, are \$.25 min (no charge for Wi-Fi calls to US, Mexico and Canada). Coverage not available in some areas; we are not responsible for our partners' networks. Standard speeds approx. 128 Kbps. International Roaming: Usage may be taxed in some countries. Calls from Simple Global countries, including over Wi-Fi are \$.20/min. (no charge for Wi-Fi calls to US, Mexico and Canada); customers on consumer plans (e.g. some sole proprietors) pay an additional \$.05/min. Standard speeds approx. 128Kbps without Plus; with Plus approx. 256 Kbps. Gogo: on U.S.-based airlines; Wi-Fi Calling functionality, valid e911 address, & 1 prior Wi-Fi call w/ current SIM card req'd for messaging. Service may be terminated or restricted for excessive roaming. Terms for Simple Choice & Mobile Internet Rate Plans: Full speeds available up to monthly allotment, including tethering (Unlimited on-smartphone 4G LTE data option includes 14GB of tethering); then, slowed to up to 2G speeds through bill cycle. Partial megabytes rounded up. U.S. roaming and on-network data allotments differ; see your selected service for details. Certain uses, e.g., some speed test apps, may not count against high-speed data allotment or have speeds reduced after allotment reached. Coverage not available in some areas; we are not responsible for our partners' networks. Network Management: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. See T-Mobile.com/OpenInternet for data management details. Not for extended international use; you must reside in the U.S. and primary usage must occur on our network. Device must register on our network before international use. See Terms and Conditions (including arbitration provision) at www.T-Mobile.com for additional information. T-Mobile and the magenta color are registered trademarks of Deutsche Telekom AG. © 2020 T-Mobile USA, Inc.



Memorandum

Date: March 25, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Increase File No. 240118-N-AS, Single Source Purchase of OVIVO/Eimco OEM Parts and Services (**Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Robert Marcincuk Wastewater Division Manager**)

Recommendation

Increase File No. 240118-N-AS, Single Source Purchase of OVIVO/Eimco original equipment manufacturer (OEM) Replacement Parts and Services with OVIVO USA, LLC, from \$94,000 to \$164,000, an increase of \$70,000 thru June 29, 2025, for the Public Services Department – Advanced Wastewater Treatment Facility (AWTF).

Background

On May 23, 2024, the subject contract was administratively awarded. On September 3, 2024, the BOC approved an increase from \$24,000 to \$94,000, in response to unexpected failures of seven composite media trays in one of two sand filters at the AWTF. Originally, a minimum order of 10 media trays were purchased for this project in FY24 and received in January 2025. When the filter was drained in preparation for repairs, additional areas were observed to be losing media. This concern was discussed with OVIVO who recommended a full media tray replacement. The requested increase is needed to purchase 15 additional composite media trays. The two sand filters were fully rehabbed in 2010, and the north filter now needs repair. The AWTF was constructed in 1985 using treatment process equipment from Eimco Water Technologies. Eimco is now part of OVIVO USA, LLC (OVIVO) and the exclusive manufacturer and seller of all OVIVO/Eimco Water Technologies parts used for critical equipment and repairs at the AWTF. The purpose of this contract is to provide as needed purchases of OEM equipment, parts, supplies, and services used to maintain the City's Eimco wastewater treatment process equipment (see attached memo).

Funding

FY25 402-4603-536-6300 project no. WS2526

Strategic Plan Objective

N/A



Public Services Department

Memorandum

Date: March 12, 2025

To: Janina Lewis, Procurement Services Director

Through: Thomas Kiger, Public Services Director

Raymond Page, Utilities Superintendent



From: Robert Marcincuk, Wastewater Division Manager

Subject: Authorize increase to Contract File No. 240118-N-AS (BPO #240670) for as-needed purchases of proprietary replacement parts and services from Ovivo USA, LLC.

Recommendation

Authorize increase to Contract File No. 240118-N-AS (BPO # 240670), OEM Parts and Services with Ovivo USA, LLC., to purchase replacement sole source equipment, parts, supplies, and services for maintaining wastewater clarifiers, sand filters, and existing proprietary wastewater processing equipment utilized by the wastewater treatment facility in an estimated total amount not to exceed \$164,000, an increase of \$70,000.00.

Background

The advanced wastewater treatment facility (AWTF) was constructed in 1985 using treatment process equipment from Eimco Water Technologies. Eimco is now a part of Ovivo USA, LLC, and Ovivo is the sole-source provider for OEM parts supplier for critical equipment at the wastewater plant, including the aeration basins, clarifiers and the sand filters. The purpose of this authorization increase is to purchase an additional fifteen composite media trays in one of the two sand filters at the AWTF. Originally, a minimum order of 10 media trays were purchased in FY24 and received in January '25 to replace seven failed trays that required replacement. When parts from the first order were received and the filter was drained, additional areas were observed to be also losing media. New observations were discussed with Ovivo, and they now recommend a full media tray replacement. The two sand filters at the AWTF were fully rehabbed in 2010 and the north filter now needs repair. This purchase is needed to fully restore the north sandfilter into operation. This equipment is highly specialized and exact match OEM replacement parts are required. The sand filters are an essential part of reclaimed water operations and provide filtration to meet FDEP high-level disinfection requirements for public access water reuse systems. This authorization enables the AWTF to procure critical OEM parts and equipment quickly to minimize process downtime and costs associated for maintenance or emergency repairs.

Funding

Funds are available in FY25 using new project# WS 2526 in 402-4603-536-63.00 account.

Handwritten signature and date: 3-18-25



CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
THRU: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *JK*
FROM: Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst *AS*
DATE: 09/03/2024
SUBJECT: Increase File No. 240118-N-AS, Single Source Purchase of OVIVO OEM Replacement Parts and Services

RECOMMENDATION:

Increase File No. 240118-N-AS, Single Source Purchase of OVIVO OEM Replacement Parts and Services with OVIVO USA, LLC, effective through June 29, 2025, by \$70,000, from \$24,000 to \$94,000, for the Public Services Department – Advanced Wastewater Treatment Facility (AWWTF). Purchase Orders will only be issued against approved budgets.

BACKGROUND:

On May 23, 2024, the subject contract was administratively approved. The purpose of this contract is to provide as needed OVIVO and Eimco brand OEM equipment, replacement parts, and services needed to maintain the City's wastewater treatment process equipment. The requested increase is in response to unexpected failures of approximately seven composite media trays in the north sand filter. One of two sand filters at AWWTF is currently out of service pending replacement of the media trays needed to restore the north sand filter to full operation. This equipment is highly specialized and exact match replacement parts are required (see attached memo). OVIVO USA, LLC, is the exclusive manufacturer and seller of all OVIVO and Eimco brand equipment and parts in the United States.

FUNDING: FY24-25 Budgets in treatment repair and maintenance, operating supplies and CIP account nos. 402-4603-536-46.00; 402-4603-536-52.00, and 402-4603-536-63.00

Accepted by:

City Manager

Attest

City Clerk



Public Services Department

Memorandum

Date: August 23, 2024
To: Janina Lewis, Procurement Services Director
Through: Thomas Kiger, Public Services Director (TK)
Raymond Page, Utilities Superintendent
From: Robert Marcincuk, Wastewater Division Manager
Subject: Authorize increase to Contract File No. 240118-N-AS (BPO #240670) for as-needed purchases of proprietary replacement parts and services from Ovivo USA, LLC.

Recommendation

Authorize increase to Contract File No. 240118-N-AS (BPO # 240670), OEM Parts and Services with Ovivo USA, LLC., to purchase replacement equipment, parts, supplies, and services for maintaining wastewater clarifiers, sand filters, and existing proprietary wastewater processing equipment utilized by the wastewater treatment facility in an estimated total amount not to exceed \$94,000, an increase of \$70,000.00.

Background

The advanced wastewater treatment facility (AWWTF) was constructed using treatment process equipment from Eimco Water Technologies. Eimco is now a part of Ovivo USA, LLC, and Ovivo is the sole-source provider for OEM parts supplier for critical equipment at the wastewater plant, including the aeration basins, clarifiers and the sand filters. The purpose of this authorization increase is to purchase parts to replace approximately seven composite media trays in one of the sand filters at the AWWTF which recently failed and require replacement. One of the two sand filters at the AWWTF is currently out of service pending this repair, and this purchase is needed to restore the north sandfilter to full operation. This equipment is highly specialized and exact match replacement parts are required. The sand filters are an essential part of reclaimed water operations, and provide filtration to meet FDEP high-level disinfection requirements for public access water reuse systems. This authorization enables the wastewater division to procure critical OEM parts and equipment quickly to minimize process downtime and costs associated for maintenance or emergency repairs.

Funding

Funds are available in the FY24-25 Budgets in treatment repair & maintenance, operating supplies and CIP accounts 402-4603-536-46.00, 402-4603-536-52.00 and 402-4603-536-63.00 respectively.



CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

MEMORANDUM

TO: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director
FROM: Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst
DATE: 05/23/2024
SUBJECT: Administrative Approval to Award File No. 240118-N-AS, Single Source Purchases of OVIVO OEM Replacement Parts and Services

RECOMMENDATION:

Award File No. 240118-N-AS, Single Source Purchases of OVIVO Original Equipment Manufacturer (OEM) Replacement Parts and Services to OVIVO USA, LLC, for a one (1) year term, effective June 30, 2024, through June 29, 2025, in an estimated amount not to exceed \$24,000, for the Public Services Department – Wastewater Treatment Facility (WWTF).

BACKGROUND:

The WWTF was constructed with treatment process equipment from Eimco Water Technologies (Eimco), which is now part of OVIVO USA, LLC. This OEM equipment is highly specialized and critical to WWTF; exact match replacement parts are required to maintain operations. The purpose of this contract is to provide as needed OVIVO and Eimco brand OEM equipment, replacement parts, and services needed to maintain the City's existing equipment.

OVIVO USA, LLC, is the exclusive manufacturer and seller of all OVIVO, Eimco, Brackett Green, Bracket Bosker, and Jones + Attwood brand equipment and parts in the United States. [..1 - From Agency Dept\Ovivo-Sole Source Ltr.pdf](#)

Approved: Janina Lewis
Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director

Date of Approval: 5/23/2024



Public Services Department

Memorandum

Date: May 17, 2024

To: Janina Lewis, Procurement Services Director

Through: Thomas Kiger, Public Services Director

Raymond Page, Utilities Superintendent

A handwritten signature in black ink, appearing to be "RP", enclosed in a circular scribble.

From: Robert Marcincuk, Wastewater Division Manager

Subject: Authorize as-needed purchases of proprietary replacement parts and services from Ovivo USA, LLC.

Recommendation

Authorize as-needed purchases for replacement equipment, parts, supplies, and services for maintaining wastewater aeration, clarifiers, sand filters, and existing proprietary wastewater processing equipment utilized by the wastewater treatment facility from Ovivo USA, LLC in an amount not to exceed \$24,000.

Background

The advanced wastewater treatment facility was constructed using treatment process equipment from Eimco Water Technologies. Eimco is now a part of Ovivo USA, LLC, and Ovivo is the sole-source provider for OEM parts supplier for critical equipment at the wastewater plant, including the aeration basins, clarifiers and the sand filters. This equipment is highly specialized and exact match replacement parts are required. The aeration basins stabilize the wastewater, the clarifiers remove suspended solids from wastewater and the gravity filters provide filtration to meet FDEP high-level disinfection requirements. These processes are essential components of the wastewater treatment facility. This authorization enables the wastewater division to procure critical OEM parts and equipment quickly in an effort to minimize process downtime and costs associated for any scheduled maintenance or emergency repairs.

Funding

Funds are available in the current Fiscal Budget in treatment repair & maintenance, operating supplies and CIP accounts 402-4603-536-46.00, 402-4603-536-52.00 and 402-4603-536-63.00 respectively.

Ovivo USA, LLC

4246 Riverboat Road, Suite 300
Salt Lake City, Utah
84123
USA

Telephone: 801.413.6677

Facsimile: 801.931.3080

www.ovivowater.com



May 2, 2024

Re: Sole Source Letter

Dear: Robert Marcincuk,

Please be advised that OVIVO USA, LLC is the exclusive manufacturer and seller of all OVIVO® Eimco Water Technologies®, Brackett Green®, Brackett Bosker® and Jones + Attwood™ brand equipment and parts in the United States.

Our exclusive agent for this equipment in your geographic area is:

TSC-Jacobs

11021 Countryway Blvd.
Tampa, FL 33626

Austin Moore

813 888-5556 - Office

727 641-2063 - Mobile

If you have any question regarding please contact Miles Wilhelm

Very truly yours,

OVIVO USA, LLC

Sedimentation Rebuild Specialist

Miles Wilhelm

Phone 801-931-3319

Fax 801-931-3080

Miles.wilhelm@ovivowater.com



Memorandum

Date: March 25, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Approve Novation for File No. 230176-C-AS, Fire Equipment Supplies, and Services (**Scott Young Fire Chief, Janina Lewis Procurement Services Director**)

Recommendation

Approve Novation for File No. 230176-C-AS, Fire Equipment, Supplies, and Services, utilizing Lake County Contract No. 22-730G, to change the contractor from Municipal Emergency Services, Inc., Federal Employer Identification Number (FEIN) (65-1051374) to MES Acquisition, Inc. d/b/a MES Service Company, LLC (MES), FEIN (20-2019745) for the Fire Department (FD).

Background

On July 21, 2023, the BOC awarded Contract File No. 230176-C-AS, to Municipal Emergency Services, Inc., utilizing Lake County Contract No. 22-730G, effective through July 31, 2025. The purpose of this contract is to provide the FD with as needed purchases of fire protective gear, equipment, uniforms, supplies (see attached memo). The novation is needed because the awarded contractor, Municipal Emergency Services, Inc. was recently acquired by MES Acquisition, Inc. d/b/a MES Service Company, LLC, effective February 19, 2025. The novation will also transfer associated purchase order(s) and subsequent payments to the new entity.

Funding

001-1102-522.4600 Repairs & Maintenance and 001-1102-522.5200 Operating Supplies - FD

Strategic Plan Objective

N/A



Tarpon Springs Fire Rescue

444 HUEY AVE. SOUTH, TARPON SPRINGS, FLORIDA 34689
PHONE: (727) 938-3737 FAX: (727) 934-0598



CRAIG MISENER
Deputy Chief
Operations / EMS
cmisener@tsfr.us

SCOTT YOUNG
Fire Chief
syoung@tsfr.us

RICHARD WALSH
Deputy Chief
Administration
rwalsh@tsfr.us

MEGAN ARAYA
EM Coordinator
Floodplain Administrator
maraya@tsfr.us

KEVIN WODRICH
Fire Marshal
kwodrich@tsfr.us

To: Janina Lewis, Procurement Services Director
From: Scott Young, Fire Chief 
Re: MES Novation
Date: March 18, 2025

Recommendation

The Fire Department requests approval of a novation to change the contractor from Municipal Emergency Services, Inc. (FEIN 65-1051374) to MES Acquisition, Inc. d/b/a MES Service Company, LLC (MES) (FEIN 20-2019745) for Contract File No. 230176-C-AS, Fire Equipment Supplies and Services. Approval of the novation will also transfer associated purchase order(s) and subsequent payments to the new entity.

Background

The Fire Department is required by the National Fire Protection Association (NFPA) to conduct annual testing on its SCBAs, which is essential to ensure firefighter safety. MES is certified in the annual testing of the department's air packs and provides fire protective gear, equipment, uniforms, and supplies at discounted rates utilizing Lake County Contract No. 22-730G. Approval of this novation will allow the Fire Department to continue making as-needed purchases from MES under the new entity.

Funding

Funds for these items are budgeted in the account: *Repairs & Maintenance* 001-1102-522.46-00 and *Operating Supplies* 001-1102-522.52-00



February 19th, 2025

Subject: Important Notice – Change of Company Name, EIN, and Banking Information

Dear Valued Customer,

We are pleased to announce that our company name will be changing to **MES Service Company, LLC**, effective immediately. This change represents our continued commitment to enhancing and expanding our range of products and services for your benefit.

Below are a few key updates we kindly ask you to note and incorporate into your records:

1. New EIN Number: 20-2019745	
2. New Banking Details for ACH and Payment Processing: Bank Name Wells Fargo Bank N.A. Routing Number 121000248 Account Number 4865475180	
3. New Lockbox Mailing Address: MES Service Company LLC PO Box 851792 Minneapolis, MN 55485-1792	New <u>OVERNIGHT ONLY</u> Mailing Address: Lockbox Services 851792 MES Service Company LLC 1801 Park View Drive, 1 st Floor Shoreview, MN 55126

Please update any relevant systems, records, or processes with our new legal name and banking information. Our goal is to ensure a smooth transition with minimal impact on your day-to-day operations.

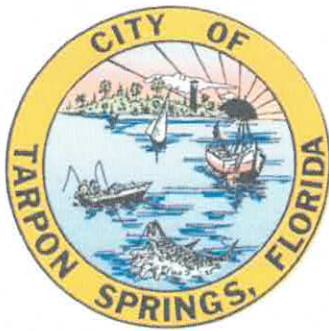
If you have any questions or need further assistance, please reach out to your sales representative or your MES A/R contact: Jessica Harney, jharney@mesfire.com, (980) 233-8454. We appreciate your cooperation and look forward to continuing our partnership as MES Service Company.

Thank you for your ongoing support.

Sincerely,

A handwritten signature in blue ink that reads "John Walker".

John Walker
Chief Financial Officer
MES Service Company



CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

MEMORANDUM

TO: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director
FROM: Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst
DATE: 7/21/2023
SUBJECT: Administrative Approval to Award File No. 230176-C-AS, Fire Equipment, Supplies, and Service, Utilizing Lake County Contract No. 22-730G

RECOMMENDATION:

Award File No. 230176-C-AS, Fire Equipment, Supplies, and Service, utilizing Lake County Contract No. 22-730G to Municipal Emergency Services, Inc. (MES) for a two (2) year period, effective August 01, 2023 through July 31, 2025, in an estimated annual amount not to exceed \$24,999.99, for the Fire Department.

BACKGROUND:

On August 1, 2022, Lake County awarded Contract No. 22-730G, Fire Equipment, Supplies, and Service. On April 11, 2023, Lake County executed one (2) year renewal. The purpose of this contract is to furnish and deliver ongoing and as needed equipment, parts, supplies, and service, including bunker gear, and required annual testing of self-contained breathing apparatus (SCBAs) worn by firefighters to ensure their safety. The Fire Department plans to use this contract to purchase equipment for the new firetruck currently on order. Amount expended over the previous 12-months was \$7,607.34.

Approved: _____

Janina Lewis
Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director

Date of Approval: 7-21-2023



Tarpon Springs Fire Rescue

444 HUEY AVE. SOUTH, TARPON SPRINGS, FLORIDA 34689
PHONE: (727) 938-3737 FAX: (727) 934-0598



CRAIG MISENER
Deputy Chief
Operations / EMS
cmisener@tsfr.us

MEGAN ARAYA
EM Coordinator
Floodplain Administrator
maraya@tsfr.us

SCOTT YOUNG
Fire Chief
syoun@tsfr.us

RICHARD WALSH
Deputy Chief
Administration
rwalsh@tsfr.us

RICHARD KINNEY
Fire Marshal
rkinney@tsfr.us

To: Janina Lewis, Procurement Services Director
From: Scott Young, Fire Chief 
Re: Municipal Emergency Services Contract Renewal
Date: July 18, 2023

Recommendation

Authorize contract for fire protection equipment, parts, supplies & service with Municipal Emergency Services (MES) in the amount of \$25,000.

Background

The Fire Department is required by the National Fire Protection Association (NFPA) to conduct annual testing on its SCBA's and is essential to ensure firefighter safety. MES is certified in the annual testing of our air packs. MES also provides the department with our fire protective gear and tools by using The Lake County Contract #22-730G. MES's performance has met the needs of our department with their services.

Funding

Fund for these items are budgeted in the account: *Operating Supplies* 001-1102-522.52-00,
Maintenance & Repairs 001-1102-522.46-00.



MODIFICATION OF CONTRACT

Modification Number: Two (2) Effective Date: 8/1/2023	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on 07/31/2025.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Ward Petrie</u> Print Name: <u>Ward Petrie</u> Title: <u>SVP Finance</u> Date: <u>4/10/23</u> E-mail: <u>wpetrie@mesfire.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: Gretchen Bechtel, Title: Contracting Officer II Date: _____ Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2023.04.11 07:59:40 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 9/13/2022	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to add the highlighted manufacturers and pricing per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: _____ Print Name: <u>Jamie Robinson</u> Title: <u>Regional Vice President</u> Date: <u>9/13/22</u> E-mail: <u>jrobinson@mesfire.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: Gretchen Bechtel, CPPB, Title: Contracting Officer II Date: _____ Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2022.09.15 08:19:49 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



Memorandum

Date: March 25, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Janina Lewis, Procurement Services Director
Subject: Increase File No. 240123-C-JL Maintenance, Repair, and Operations (MRO) Equipment and Supplies (**Janina Lewis Procurement Services Director**)

Recommendation

Increase File No. 240123-C-JL Maintenance, Repair, Operations (MRO) Equipment and supplies utilizing Sourcewell Contract #091422-WWG, to W.W. Grainger, Inc. (Grainger), from an annual amount of \$60,000 to \$95,000, an annual increase of \$35,000, through November 8, 2026, for Citywide usage. Purchase orders will only be issued against approved budgets.

Background

On November 7, 2022, Sourcewell awarded Solicitation Number: RFP #091422 to W.W. Grainger through November 8, 2026, with 2 possible one-year extensions for equipment, products and services. On June 18, 2024, the Board awarded the contract. All equipment, products, or services under this contract will be priced at or below the price stated in the Supplier's Proposal (see attached documentation Table 11: Pricing and Delivery).

The purpose of this contract is for the provision of items such as hand and power tools, lamps, ballasts, ladders, hoists, grinders, hydraulic and pneumatic equipment, generators, pumps, electric motors, and vibratory compactors. The increase is needed due to an increase in repairs from Hurricanes Helene and Milton, and the number of projects being accomplished citywide. Under this agreement, the vendor provides a punch out to an online catalog, online inquiry, and online ordering. Approximately \$74,000 has been expended during the previous twelve (12) month period.

Funding

Funding will be identified at the time orders are placed.

Strategic Plan Objective

N/A



CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
FROM: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *AL*
DATE: 06/18/2024
SUBJECT: Award File No. 240123-C-JL, Maintenance, Repair, and Operations (MRO) Equipment and Supplies, utilizing, Sourcewell Contract #091422-WWG

RECOMMENDATION:

Award File No. 240123-C-JL, Maintenance, Repair, and Operations (MRO) Equipment and Supplies, utilizing, Sourcewell Contract #091422-WWG, to W.W. Grainger, Inc. (Grainger), in an annual amount not to exceed \$60,000 for the period of July 1, 2024, thru November 8, 2026, for Citywide usage. Purchase orders will only be issued against approved budgets.

BACKGROUND:

On November 7, 2022, Sourcewell awarded Solicitation Number: RFP #091422 to W.W. Grainger through November 8, 2026, with 2 possible one-year extensions for equipment, products and services. All equipment, products, or services under this contract will be priced at or below the price stated in Supplier's Proposal (see attached documentation Table 11: Pricing and Delivery).

The purpose of this contract is for the provision of items such as hand and power tools, lamps, ballasts, ladders, hoists, grinders, hydraulic and pneumatic equipment, generators, pumps, electric motors, and vibratory compactors. Under this agreement, the vendor provides a punch out to an electronic catalog, online inquiry, and online ordering. Approximately \$74,000, has been expended during the previous twelve (12) month period.

FUNDING: Funding will be identified at the time orders are placed.

Accepted by:

M. Helz
City Manager

Attest:

Janina Lewis
City Clerk





Pricing Offer – Grainger Facility MRO 091422-WWG

Grainger North America's offer encompasses the entire US and Canada portfolios of maintenance, repair, and operating (MRO) supplies and services with a pricing model that is a comprehensive, robust, and competitive Sourcewell offer. The contract provides Members numerous cost savings opportunities:

- Category Discounts
- Facility MRO Supplies & Equipment Hot List
- Member Market Basket
- General Catalog Discounts
- Large Order and Volume Discounts
- Customer Specific Pricing (CSP)
- Access to all Grainger-Sourcewell Contract Awards and the Pricing Benefits of each

CATEGORY DISCOUNTS: Our North American offer encompasses significant discounting across multiple MRO categories. These category discounts are applied to Grainger North America's Contract Reference Price (CRP). CRP is market-based, stable and only subject to change three times per year. When evaluating pricing, it is important to compare "final" product prices, as a larger discount percentage offered by a competitor who has not adopted market-based pricing may not yield a lower final product price.

Differences between the U.S. and Canadian supplier base vary across all product categories so not all Grainger US products, catalog or sourced, are available in Canada.

Grainger continues its efforts to enhance its online search and purchasing experience by incorporating new technology and functionality to its online offering. Accordingly, and at Grainger's sole discretion, product categorization may be modified from time to time to promote clarity and product alignment. Additionally, there are products that, because of their volatile nature in context of supply, including pricing, demand, and availability, are not eligible for any, including general, category discount.

Category	Discount	Category	Discount
Abrasives	7%	Motors	19%
Adhesives, Sealants, & Tape	10%	Outdoor Equipment	12%
Air Filters	40%	Paint, Equipment, & Supplies	10%
Cleaning	22%	Plumbing	20%
Electrical Supplies	23%	Pneumatics	11%
Electronics, Appliances, Batteries	19%	Pumps	7%
Fasteners	32%	Power Tools	11%
Hand Tools	14%	Power Transmission	19%
HVAC Supplies	17%	Safety	19%
Lab Supplies	15%	Security	15%
Lighting	22%	Test Instruments	7%
Lubrication	10%	Welding, Machining, Cutting	10%
Mat. Handling, Storage, Packaging	15%	All other Categories	5%

For Sourcewell Members, CRP is found on Grainger.com and Grainger.ca when Members log into their account. The CRP at the time of purchase will be the price to which any contract discounts will be applied. The offered category discounts are fixed through the life of the contract across **the specified** MRO categories.

FACILITY MRO SUPPLIES & EQUIPMENT HOT LIST: Grainger North America, through decades of serving government customers, has captured purchasing data reflecting current and relevant product needs to compile its Hot List offer. Grainger North America analyzed usage and procurement data of **Facility MRO Supplies & Equipment**-related products from its largest states, provinces, local government, education, and non-profit customers across North America and combined it with all Sourcewell Members' prior 48 month purchasing analytics. Data points such as the number of times an item was purchased, when and how often, how many individual agencies purchased the item, including those items added into an inventory management solution, were scrutinized to prepare the Hot List. The



Hot List encompasses roughly 850 items specific to Sourcewell state, province, local, educational, and non-profit agency customers.

Grainger North America makes the Facility MRO Supplies & Equipment Hot List available to all US and Canada Sourcewell Members who complete the **Grainger** affiliation process to access the Sourcewell Facility MRO Supplies & Equipment #091422 contract. To keep the **Facility MRO Supplies & Equipment** Hot List meaningful throughout the life of this contract, Grainger North America will evaluate the product selection and update it each year to ensure relevant product mix. The net contract pricing is automatically available to you when you are logged into Grainger.com.

MEMBER MARKET BASKET: In addition to the Grainger **Facility MRO Supplies & Equipment** Hot List, we offer the ability for each affiliated Member to create a custom Market Basket for a mutually-agreed upon number of items.

GENERAL CATALOG DISCOUNT: All items in Grainger's General Catalog are included within this Sourcewell offering. Grainger recognizes the operational importance to provide Members access to products beyond those covered by Defined Category Discounts, Hot List, Member Market Basket and products aligned to a specific category. Grainger North America provides a 5% discount off of CRP on these products except for items identified as volatile which are not eligible for a discount.

LARGE ORDER AND VOLUME DISCOUNTS: Grainger has years of experience working with Sourcewell Members on individual projects and discounted pricing. Grainger North America will continue to work with Sourcewell Members to leverage additional discounts for large, single orders, based on size and scope.

CUSTOMER SPECIFIC PRICING (CSP): Grainger North America recognizes the importance of providing Members with relevant pricing for specific products in special circumstances. Deeper discounted pricing can be sought in the form of Customer Specific Pricing (CSP) as it relates to specific opportunities.

Grainger North America reserves the right to adjust pricing to reflect market conditions, as provided in Section 4 (Sourcewell's Vendor Price & Product Change Request Form, referenced in RFP #091422). These adjustments may include unforeseen significant increases in supplier's costs resulting from changes in laws or regulations, impositions of tariffs, currency fluctuations, increases in commodity prices, or other changes in conditions not reasonably foreseeable to Grainger North America.

ACCESS TO ADDITIONAL GRAINGER-SOURCEWELL CONTRACT AWARD BENEFITS: Upon affiliating with the Sourcewell Facility MRO Supplies & Services Agreement, # 091422, a Sourcewell Member may also affiliate with any other Grainger-Sourcewell Agreement and access the benefits under that agreement, so long as each agreement remains valid. Upon expiration or termination of any other agreement, Grainger will extend the benefits provided in any successor agreement associated with the Member so long as that agreement remains valid.

A Member may contact Grainger at sourcewell@grainger.com or the local Grainger Account Manager, to learn how to adopt additional Grainger-Sourcewell awarded contracts and access value-added service and pricing benefits through your Grainger account.

For full details on the pricing elements of Sourcewell Facility MRO #091422, please visit: [Grainger: Contract 091422-WWG | Sourcewell \(sourcewell-mn.gov\)](#)

**Solicitation Number: RFP #091422****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and W.W. Grainger, Inc., 100 Grainger Parkway, Lake Forest, IL 60045, and Acklands-Grainger, Inc., 123 Commerce Valley Drive East, Suite 700, Thornhill, ON L3T 7W8, collectively referred to in the attached Proposal as, "Grainger North America" (separately and collectively herein, Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Facility MRO, Industrial, and Building-Related Supplies and Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to two times, for one additional year per extension, upon the request of Sourcewell and written agreement by Supplier.

C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's standard product warranty policy for Participating Entity purchases in the US or Canada (as revised from time-to-time) are available on the grainger.com and grainger.ca websites, respectively, and are incorporated by reference. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier will make available to Sourcewell, upon Sourcewell request, a current means to validate or authenticate Supplier's authorized resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition, which may include a separate line item for freight other than standard ground shipment as described in the attached Proposal. This means that the quoted cost, with such additional freight on non-standard ground shipments, is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity. Supplier's standard product return policy for Participating Entity purchases in the US or Canada (as revised from time-to-time) are available on the grainger.com and grainger.ca websites, respectively, and are incorporated by reference.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities. Supplier's Proposal includes additional detail regarding its Hot List program for U.S. and Canadian Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference. Supplier will not be required to produce third-party confidential or proprietary information as justification for a requested price change, however, Sourcewell will make its determination on a price change request based on the information provided.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. A Participating Entity may be required by Supplier to document the Participating Entity's affiliation to this Contract prior to accessing the benefits of this Contract. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment and payment terms are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, orders for non-catalog sourced products or services, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities less returns, credits, tax, and additional freight handling charges. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent or intentional act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by Supplier's negligent or intentional act or omission causing some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party has the right to inspect the other party's use of the licensed trademarks and the advertising and promotional materials used in connection with the licensed trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract. Once approved, marketing material can be used by Supplier for engagement with potential or existing Participating Entities.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party claiming Force Majeure must provide the other party prompt written notice.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed. This subparagraph 3 does not apply to invoice payment disputes in jurisdictions in which contract law requires Supplier to mitigate its damages.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less

broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage
 \$1,000,000 Personal and Advertising Injury
 \$2,000,000 aggregate for products liability-completed operations
 \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier’s security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence
 \$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this

Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds, and the Participating Entity has provided Supplier with advance written notice that additional federal requirements may be applicable.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 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 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

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

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

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

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

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are

contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, and following consultation with the Participating Entity to assess Supplier's ability to comply, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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

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

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

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

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

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

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

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

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

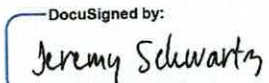
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

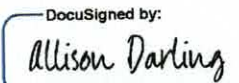
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

W.W. Grainger, Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

11/4/2022 | 2:10 PM CDT
Date: _____

DocuSigned by:

By: 16CF38856A0F4B7...
Allison Darling
Title: Sr. National Government Sales Manager
Grainger US

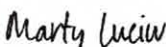
11/7/2022 | 5:08 PM CST
Date: _____

Approved:

Acklands-Grainger, Inc.

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
11/7/2022 | 8:04 PM CST
Date: _____

DocuSigned by:

By: 811ED1E83E5443A...
Marty Luciw
Title: Sr. Government Sales Manager
11/7/2022 | 5:49 PM CST
Date: _____

RFP 091422 - Facility MRO, Industrial, and Building-Related Supplies and Equipment

Vendor Details

Company Name: W.W. Grainger
Address: 100 Grainger Parkway
Lake Forest, IL 60045
Contact: Allison Darling
Email: allison.darling@grainger.com
Phone: 713-805-9845
HST#: 36-1150280

Submission Details

Created On: Tuesday July 26, 2022 08:21:39
Submitted On: Tuesday September 13, 2022 10:59:56
Submitted By: Allison Darling
Email: allison.darling@grainger.com
Transaction #: bbaa1000-7f57-4a2d-bcef-ab4d80807b2b
Submitter's IP Address: 167.115.15.8

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	W.W. Grainger, Inc. (Grainger US)
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Acklands-Grainger, Inc. (Grainger Canada)
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Grainger US and Grainger Canada. Please note, Grainger US and Grainger Canada hereby referred to as "Grainger North America".
4	Provide your CAGE code or Unique Entity Identifier (SAM):	25795
5	Proposer Physical Address:	US: 100 Grainger Parkway, Lake Forest, IL 60045 Canada: 123 Commerce Valley Drive East, Suite 700, Thornhill, ON L3T 7W8
6	Proposer website address (or addresses):	US: www.grainger.com Canada: www.grainger.ca
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Allison Darling, Sr. National Government Sales Manager, Grainger US Address: Grainger Branch 358 6050 Southwest Freeway Houston, TX 77057 Email: Allison.Darling@grainger.com Phone: 713-805-9845
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Allison Darling, Sr. National Government Sales Manager, Grainger US Address: Grainger Branch 358 - 6050 Southwest Freeway Houston, TX 77057 Email: Allison.Darling@grainger.com Phone: 713-805-9845
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Marty Luciw, Sr Government Sales Manager, Grainger Canada Address: 123 Commerce Valley Dr. East, Suite 700, Thornhill ON L3T 7W8 Email: Marty.Luciw@grainger.ca Phone: 403-991-2727

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	In business for 94 years and incorporated in 1928, W.W. Grainger, Inc., headquartered in Lake Forest, IL, is the leading North American provider of maintenance, repair and operating (MRO) supplies. Our customers see us as a single solution with more than 1.5 million commercial off-the-shelf (COTS) products. In the US and Canada, we are authorized by more than 6,500 large and small businesses to distribute their products in fragmented, intensely competitive commercial and government markets. We own our inventory, distribution centers and retail branches and provide direct drop shipment from manufacturers and suppliers. In addition to any manufacturers' warranties, Grainger warrants the products it sells and manages its supply chain to ensure the product the customer purchases is of the type, quality and quantity represented and is delivered where and when the customer wants it. Grainger strategy is to distribute the broadest line of MRO products and service categories that assist small, medium, and large commercial, government and institutional customers. Central to Grainger's value is our broad offering across over 36 MRO categories, all with outstanding availability. We compete directly with broad line MRO suppliers as well as specialized distributors and manufacturers. Grainger

leads the industry in ability to provide customers one choice to procure MRO needs. Our deep expertise in products and services, including ability to locate difficult to find items, is available to every Sourcewell Member to gain long-lasting processing efficiency when they leverage Grainger's supply chain strength.

Grainger North America's Facility MRO proposal is designed for use by all levels of government in the US and Canada, education service cooperatives, K-12 and higher education schools, Tribal and Indigenous governments, qualifying non-profit agencies and Members of the Canoe procurement group of Canada. Grainger North America can fulfill the MRO needs of all agencies and entities envisioned in Sourcewell's RFQ Section B. Grainger's entire catalog offering is available to Sourcewell Members.

Pricing Offer

Grainger's North America Pricing offer, detailed in response # 57, is a most comprehensive and competitive Sourcewell offer to date. Numerous cost savings include:

- Category Discounts
- Hot List
- North America Market Basket
- General Catalog Discounts
- Large Order and Volume Discounts
- Customer Specific Pricing
- Access to all Grainger-Sourcewell Contract Awards and the Pricing Benefits of each

In response # 59, Grainger will extend its Sourcewell Enhanced Discount Incentive Program providing Members opportunity for a 3% increased discount across each of 25 MRO categories. In the alternative, the Sourcewell Plus program will provide Members opportunity to secure customized incentives through a Sourcewell approved participating addendum.

In serving government agencies and education institutions, we focus on knowing those products and services that assist daily operations and emergency environments and to ensure availability. In any circumstance, Grainger will deliver product and services to an incident scene or facility, expeditiously. Grainger will deploy team members to assist in logistic support. In any emergency, catalog product pricing does not change; it remains as stated in the contract.

Meaningful cost savings will flow from the depth and breadth of Grainger's North America MRO inventory and its distribution network centered on next day delivery. Sourcewell Members know that costs go beyond product price – searching for products, leaving facilities to shop, repetitive procurement processes, maintaining inventory of infrequently needed product and the burdens of spot purchases. Grainger North America's solution is directed to reducing these costs by streamlining acquisition with quantified savings.

Grainger North America - W.W. Grainger and Acklands-Grainger (Grainger North America)

Our offer presents Grainger's commitment to Sourcewell Members and will be fulfilled by its long-term businesses, W.W. Grainger, Inc. in the US and its wholly-owned subsidiary, Acklands-Grainger, Inc. in Canada, referred throughout as Grainger North America:

United States:

- A US distribution network of 251 branches and 14 distribution centers servicing all the US
- An extensive product line, now more than 1.5 million products and over \$1 billion of on-hand inventory.
- Most customers receive next day product delivery; most of in-stock orders are shipped within 24 hours.
- Proven experience in negotiating and implementing multi-state, complex, nationwide contracts.

Acklands-Grainger Inc.:

- Canada's largest MRO distributor.
- 34 strategically located branches and 4 distribution centers coast to coast, provide capability to service Sourcewell members in Canada with exceptional service and high levels of product availability.
- Offering more than 476,000 products across 32 product categories
- Most customers receive next day product delivery; most of in-stock orders are

shipped within 24 hours.

- Proven experience negotiating and implementing complex contracts.

Grainger's objective is always being able to serve short- and long-term customer needs. Grainger separates itself by providing a wide range of private and public customers with highly tailored solutions of products and services. The competitive environment needed to maintain these customer relationships drives the need to innovate and remain relevant to each customer.

Grainger North America's specialization is reflected across its 730-member team dedicated solely to government, education and healthcare. Grainger Team Members serving the public and education sector understand the range of needs and environments across varied departments. Account Managers pursue cost-savings initiatives to improve operational effectiveness and efficiency and to respond to emergent and ordinary needs. Each Grainger Team Member strives to exceed customer expectations.

Supporting the Government and Education Team is an enormous corporate investment dedicated to supplier relationships, supply chain infrastructure, team member expertise, technical support and ecommerce. Suppliers rely on Grainger for its market reach, financial strength, customer trust, experienced and expert sales team and technology driven supply chain. These enduring relationships with manufacturers give us unparalleled access to the right products and allows us to be a single source ensuring industry-leading availability of the broadest number of products.

Grainger's investments converge in our ecommerce and digital platforms. For more than 20 years, Grainger has provided public and private sector customers customized on-line websites to search and select products within catalogs uniquely assembled for them, place orders and access records and information associated with their purchases. This digital infrastructure is designed to support the compliance needs of government customers. Grainger's ecommerce platform will continue to be tailored for today's requirements and be robust and flexible to remain relevant as government and education institutions, industry, markets and technology continue to evolve.

Grainger North America proposal in as much in providing products quickly as in pursuing and presenting services enabling agencies to respond expeditiously to specific needs. Grainger's range of services has been expanded to assist Member personnel resource demands while comporting with state and agency laws and policies. Grainger support teams have deep expertise and experience across Sourcwell Member jurisdictions in provisioning services.

Grainger North America's offer encompasses comprehensive audit, oversight and training to adhere to all contract pricing and requirements across Sourcwell terms. Government Team training includes mandatory ethics and compliance responsibilities. Grainger information systems provide Member driven requirements supporting oversight, supervision and accountability. Reporting and compliance strictures are structured to individual Members.

Grainger is a value-based company; our work supporting Sourcwell and its Members is the highest of priorities. Grainger North America will continue to serve Sourcwell Members by understanding the mission and challenges of each agency and what this RFP entails. By doing the right things the right way, we benefit not just Grainger but our customers and communities where we live and work.

11	What are your company's expectations in the event of an award?	At Grainger, the focus is always being able to anticipate and meet our customers' needs. Grainger has gained extensive experience across Sourcewell's Members and will continue to improve products, services, and processes to deliver Sourcewell's value to more agencies throughout the US and Canada. Throughout the term of the current agreement, as Grainger has added team members, our training has evolved to address more specific agency needs, policies and protocols. Parallel enhancements have been and will continue to be made to corporate resources such as product management, ecommerce and supply chain logistics and IT innovation. As Sourcewell and its Members progress, so will our ability to serve refined needs and a broader customer base. Our path is centered on experience in anticipating and meeting agency challenges in emergencies and ordinary environments. The foundation of our work is providing value by assisting agencies in acquiring and maintaining MRO products and services, improving agency efficiency and effectiveness. The objective is to grow the Sourcewell MRO offering as to Member participation and revenue. Grainger North America's implementation processes will commit special attention to existing and new participating Members. We recognize that Sourcewell Members often enable individual departments wide autonomy as to product and service solutions. Grainger North America's national sales teams will reach out to these stakeholders. The unique value of Sourcewell and its dedication to assisting meaningfully all agencies as reflected in the new contract award will be prominent. Beyond the breadth and availability of our product and service offering, is our commitment to understand and improve how we can serve Members more effectively. Grainger North America's expectation is maintaining high standards of performance, expand service levels and to attract additional Members to acquiring their MRO requirements through Sourcewell.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Grainger (GWW) is a publicly held Fortune 500 company, with shares traded on the New York Stock Exchange. Grainger 2021 sales of \$13.0 billion were up 12.4% from 2020. As of December 31, 2021, Grainger had approximately \$1.5 billion in available liquidity. A full discussion related to the financial condition of the Company is found in Grainger's 2021 Annual Report, https://invest.grainger.com/home/default.aspx. Please see Grainger's 2021 Annual Report which contains three years of audited financial information. Additionally included Grainger's 2022 D&B Report.
13	What is your US market share for the solutions that you are proposing?	We estimate that Grainger's MRO US share is approximately 6%.
14	What is your Canadian market share for the solutions that you are proposing?	We estimate that Grainger's MRO US share is approximately 6%.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Grainger North America has never filed for bankruptcy.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Grainger North America is an authorized distributor for all the 1.5 million products we sell. Grainger North America has contractual relationships with over 4500 suppliers providing product. We can provide evidence of these authorizations.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Grainger North America holds licenses to operate in all 50 states, the District of Columbia and US Territories, as W.W. Grainger, Inc., as well as in Canada's 10 provinces and 3 territories, as Acklands-Grainger, Inc.

18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No, Grainger North America has not ever been suspended or debarred.	*
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *																																
19	Describe any relevant industry awards or recognition that your company has received in the past five years	W.W. Grainger, Inc. awards or recognitions over the past five years include: Industry Leadership • #1 Industrial Distribution's Big Fifty List: 2021, 2020, 2019, 2018 • Newsweek Americas' Most Responsible Companies: 2022 • LinkedIn Top Companies in Chicago: 2021 • Fortune World's Most Admired Companies: #1 in Diversified Wholesalers: 2020 (7th Consecutive Year) • Savoy Most Influential Black Corporate Directors • Selling Powers 50 Best Companies to Sell List: 2020 • FTSE4 Good Index Member Veterans • Military Times' Best for Vets: 2021 People & Purpose • Disability Equality Index 2021-2021, 90 percent rating: three years in a row • Human Rights Companies Best Places to Work for LGBTQ Equality: six years in a row • DiversityInc Top Regional Company: 2021 • Human Rights Campaign Foundation's Corporate Equality Index 2022: eight years in a row • Great Place to Work Certified: 2021-2022 • Built in Chicago's Best Places to Work: 2022 • Black Enterprise List of top Executives in Corporate Diversity: 2018-2019 • Fortune's 100 Best Companies to Work For 2022 • Best Places to Work for Disability Inclusion – American Association of People with Disabilities: 2017 • Certified USA Best Places to Work: 2021 Sustainability & Stewardship • Dow Jones Sustainability Index: 2021 • Barron's Most Sustainable Companies in the US: 2022 • EcoVadis Silver Rating: 2022 • S & P Global Yearbook:2022 • CDP B Rating: 2021 • MSCI ESG Rating AAA: 2021 • Investor Business Day Best ESG Companies Top 50 Information Technology • Digital Commerce 360 Ranking of 11th Largest E-Retailer: 2017-2020																																
20	What percentage of your sales are to the governmental sector in the past three years	US: 2019: 19.1%, 2020: 21.0%, 2021: 19.6% Canada: 2019: 6.6%, 2020: 12.4%, 2021: 11.4%																																
21	What percentage of your sales are to the education sector in the past three years	US: 2019: 5.1%, 2020: 5.0%, 2021: 5.2% Canada: 2019: .7%, 2020: 1.3%, 2021: 1.2%																																
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	US <table><thead><tr><th></th><th>NASPO</th><th>E&I</th><th>OMNIA</th></tr></thead><tbody><tr><td>Sourcewell</td><td></td><td></td><td></td></tr><tr><td>2019:</td><td>\$450M - \$500M</td><td>\$150 - \$200M</td><td>\$100M - \$150M \$50M - \$100M</td></tr><tr><td>2020:</td><td>\$450M - \$500M</td><td>\$150 - \$200M</td><td>\$100M - \$150M \$50M - \$100M</td></tr><tr><td>2021:</td><td>\$450M - \$500M</td><td>\$150 - \$200M</td><td>\$100M - \$150M \$50M - \$100M</td></tr></tbody></table> CANADA <table><thead><tr><th></th><th>HealthPro</th><th>MPSC</th></tr></thead><tbody><tr><td>2019</td><td>\$3M-\$5M</td><td>\$0-\$500K</td></tr><tr><td>2020</td><td>\$5M-\$10M</td><td>\$500K-\$1M</td></tr><tr><td>2021</td><td>\$7M-\$12M</td><td>\$500K-\$1M</td></tr></tbody></table>		NASPO	E&I	OMNIA	Sourcewell				2019:	\$450M - \$500M	\$150 - \$200M	\$100M - \$150M \$50M - \$100M	2020:	\$450M - \$500M	\$150 - \$200M	\$100M - \$150M \$50M - \$100M	2021:	\$450M - \$500M	\$150 - \$200M	\$100M - \$150M \$50M - \$100M		HealthPro	MPSC	2019	\$3M-\$5M	\$0-\$500K	2020	\$5M-\$10M	\$500K-\$1M	2021	\$7M-\$12M	\$500K-\$1M
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2021	\$7M-\$12M	\$500K-\$1M																																
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Grainger North America holds GSA Schedule: 51V Super Hardware Store – GS-06F-0007J/47QSHA18D000G. The annual sales volume for the last three years: 2019 - \$271M+ 2020 - \$278M+ 2021- \$311+																																

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Confidential Trade Secret Information US: City of Austin	Sandy Wirtanen, Procurement	512-974-7711	*
Confidential Trade Secret Information US: Nassau County Department of Public Works	Fred Maroni, Superintendent of Buildings	516-572-0394	*
Confidential Trade Secret Information US: City of Toledo, Department of Public Utilities	Christine Minor, Administrator, Safety & Training	419-270-5888	*
CANADA: City of Kimberley	Rob Topping, Manager of Operations	250-427-9673	
CANADA: Municipalities Newfoundland and Labrador	Bradley Power, Director of Programs	709-753-6820	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Entity 1	Education	Ohio - OH	Managed MRO Solutions: Grainger, as an agnostic acquisition manager for the University, pursues a performance metric of 2% annual cost savings in the storeroom. The savings categories encompass cost in use, warranties, returns, and consumption reduction. Progress is regularly tracked and documented. These processes identify a gap, provide a solution and document the value. One example relates to the University's "free stock" of nuts and bolts, cable ties, other minimal value items. The incumbent vendor had a blanket PO each month for \$5K. By comparing the current pricing to that of Grainger's and eliminating non-moving items, Grainger expects to achieve a cost savings of \$30K in 2022.	2019: \$1 - \$23K 2020: \$1 - \$24K 2021: \$1 - \$14K	2019: \$620K 2020: \$570K 2021: \$590K	*
Entity 2	Government	Connecticut - CT	Emergency Preparedness Support: Grainger partnered with a state agency to provide warehouse and delivery services for PPE stockpile. Grainger provided a robust reporting system that includes on-hand inventory, expiration dates and daily demand. These services provide ability to allocate necessary PPE as well as to enable stockpile visibility so the agency can be more deliberate as to budgets, eliminate waste from expired PPE and mitigate risk by having the right products and quantities on hand.	2019: \$1 - \$97K 2020: \$1 - \$77K 2021: \$1 - \$65K	2019: \$8.1M 2020: \$10.5M 2021: \$9.0M	*

Entity 3	Government	Texas - TX	MRO Expertise and Provisioning – Citywide support across all departments including Police, Fire, EMS and other first responders, Utilities (Water and Wastewater, Energy, Transportation, Public Works), Parks, Fleet Management, and Emergency Management. Grainger is relied on for product breadth, availability and service that assist daily operations, including employee and citizen safety. Grainger support during emergency circumstances has included Mega-Shelters, MRE's, water, cleaning, and sanitary products. All fire stations and special operations units use Grainger's KeepStock platform. Grainger also assists in securing certified training across all departments. Beyond meeting public safety MRO needs, departments leverage spend via significant discount opportunities and access to critical commodities needed to support first responders.	2019: \$1 - \$115K 2020: \$1 - \$188K 2021: \$1 - \$780K	2019: \$4.6M 2020: \$4.0M 2021: \$5.4M
Entity 4	Education	North Carolina - NC	Managed MRO – Grainger onsite resources include daily ordering, Keep Performance Indicator (KPI) tracking, sourcing, recommending products/services, staffing, trouble resolution, inventory management, documenting value, lean initiative work, responding to emergent needs and maintaining reporting and compliance strictures across all university departments and facilities. A nearby Grainger branch provides product staging and further expertise in product selection. Grainger's ecommerce platform engages the University's E-PRO system.	2019: \$1 - \$19K 2020: \$1 - \$123K 2021: \$1 - \$44K	2019: \$1.3M 2020: \$1.8M 2021: \$1.7M
CANADA	Government	ON - Ontario	MRO Expertise - Grainger provides MRO expertise ranging from high touch to low touch, customized to the need of each municipal department. Some departments use Grainger's self-service offering via our eCommerce platform and Customer Managed Inventory tools, while others rely on Grainger for our KeepStock Inventory Management capabilities. Our local Onsite Services Representative provides embedded support to specific departments to assist customers with day-to-day product identification, ordering, and replenishment. Our programs are specifically designed to ensure that on-hand inventory is properly deployed, to manage process costs to a minimum, and to free the customers' teams up to focus on more pressing matters.	2019 \$1 - \$15K 2020 \$1 - \$19.5K 2021 \$1 - \$19K	2019: \$200K 2020: \$300K 2021: \$350K

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
26	Sales force.	Grainger has gained extensive experience on how to best serve Sourcewell agencies throughout the US and Canada. Beyond the breadth and availability of our product and service offering is our commitment to understand and improve how we can serve Members more effectively. Throughout the current contract's term, Grainger has added team members and expanded their training. All team members are employees of Grainger North America. With a team of over 600 sellers, North America Grainger's US Sales organization, dedicated solely to government, education and healthcare, is divided into 3 regions to provide full coverage to all States, the District of Columbia, Territories, county and local governments. Customer Coverage is provided in all time zones including 24/7 online, chat, email and phone support. Each region is led by a Regional Vice President and Director who implements the Sourcewell strategy and supervises marketing outreach and service to Members. Sellers are aligned and accountable to specific geographic areas and segments. District Managers, Account Managers and Sales Managers and Representatives reach deep into jurisdictions, departments and agency components to understand the requirements and challenges of each and to pursue solutions. In remote geographies, Sourcewell Members are supported by the government-specialist Inside Sales Team and the Customer Service Team to bring and deliver Sourcewell-Grainger value. Grainger's Canada Team of over 100 sellers reflect similar accountability and coverage across all regions of Canada. This includes Account Managers, Government Sales Managers, District Sales Managers as well as Executive Sales Leaders. For rural areas, Grainger Canada's Inside Sales Team calls upon these customers to advise of the Sourcewell value, provide advice as to product selection, assist in logistic challenges, as does the Customer Service Team. Government team members are trained as to details of the Sourcewell Facility MRO contract, its comprehensive contracts portfolio, marketing strategy and its insight to specific customer opportunities. Through training and manufacturer presentations and literature, team members keep pace with challenges encountered by those Members and pursue innovative product solutions. All Grainger government team members also receive training annually in ethics and government sector compliance responsibilities. Grainger North America's Sales Team recognizes the importance and urgency to deliver products, services, and solutions to via Sourcewell's suite of competitively solicited and awarded cooperative contract awards. Each team member recognizes that knowing these contract vehicles in detail helps our customers save time and money and ensures compliance. The Team is assisted by specialists in critical areas such as safety, health and industrial tools and equipment. The specialist teams collaborate with Government Account Managers to provide customer on-site assessments and evaluations and assist throughout emergencies. Such work is integral to Grainger's Facility MRO offer: Grainger Sales and Supporting Teams' Value City (TX) Emergency Water – Winter 2022: A city-wide precautionary boil water notice was issued when a water treatment plant was removed from service. As crews worked to resolve the circumstance, the City, a Sourcewell Member, sought drinking water for its residents. Contacted late on a Sunday night regarding the emergency, Grainger coordinated 17 tractor trailers delivering full truckloads of bottled water for distribution to residents by Tuesday. City (TX) Wardrobe & Firearms Lockers- Spring 2022: Sourcewell Member Police Department required turnkey solutions for wardrobe and gun lockers for 200 police officers at two locations. Grainger identified a qualified supplier, conferred with Department leadership, and is facilitating implementation, including CAD drawings, product acquisition and installation. City (OH) Night Work Hazards – Spring 2022: The city's parks agency, a Sourcewell Member, needed a lighting solution for night calls requiring tree climbing and cutting due to fallen power lines. Grainger identified a supplier partner with deep expertise in task lighting, who evaluated the need onsite and provided a demo

unit of a portable, high lumen scene light. Grainger provided the agency job site lights to outfit its crews within days.

County Public Schools (AL) – Summer, 2022: When a windstorm damaged this Sourcewell Member's 10x20 tents for an upcoming event, Grainger quickly delivered large replacement tents to the convention center location the next day in time for the School System's planned event.

County Public Schools (AL)– July, 2022: To address extreme heat at the school system's bus garage, Grainger helped the Fleet Team secure evaporate cooling and ceiling fans expeditiously.

Canada Province- 2020-2021: At the outset of the Covid-19 pandemic, Grainger Canada partnered with a key PPE supplier and leadership from a Canadian provincial government to prepare for the escalating PPE requirements for frontline workers and to support the province's extensive needs throughout the pandemic. Grainger and its partner identified and secured reputable sources in North America and globally. It also facilitated technology transfers to the government to use specific practices from the manufacturer's product engineering team to enable incremental PPE production domestically to meet supply chain shortfalls. Grainger Canada received a formal letter of appreciation from the Assistant Deputy Minister for its work through the most difficult period of the pandemic.

County Purchasing and Transportation and Natural Resources TX) – Spring, 2021: With a freeze damaging several cement plants, and the resulting unavailability to acquire large quantities of cement mix, the County accessed Grainger-Sourcewell's broad product offer to secure 800 tons of cement mix while satisfying the County's procurement procedures.

County Public Schools (AL) – Spring, 2021: This Sourcewell Member's graduation ceremony required red painter's tape to delineate every other row in the graduation venue to maintain social distancing during the pandemic. Grainger accessed hundreds of units of the required tape within its distribution center network to fulfill this requirement within 2 days

County (VA) Waste Disposal - Summer, 2021: During a meeting with the County Safety Supervisor, the Sourcewell Member and Grainger Team identified several opportunities to close safety gaps, particularly regarding written safety procedures. Grainger's Field Safety Specialist was engaged and soon connected the County's Waste Disposal Team with an EH&S Consulting/Engineering Firm to assist with writing safety procedures and to institute changes conforming with the procedures and policies.

City (OH) Safety, Fall 2021: Sourcewell Member water and sewer agency sought Grainger's assistance to address challenges with concrete saws requiring significant time to power down, thereby presenting hazards to individuals in or near the work area. Grainger pursued its supplier network to provide a demo battery-powered concrete saw unit. The power tool enabled employees to eliminate fumes, control silica dust through a water feature, and deliver an instant stop feature to protect from injury.

County (TX) Pandemic Response - Spring 2020-Winter 2021: The Grainger Team collaborated with key County Departments including the Office of Emergency Management, Life Safety, Corrections, Health & Human Services, and Purchasing to secure pandemic supplies. Grainger supplier relationships and logistics capabilities secured gloves, masks, sanitizer, Tyvek suits, goggles, air purifiers, and sanitation equipment required by County personnel. In an environment of shortages across product categories, Grainger pursued solutions and leveraged relationships with manufacturers and suppliers to identify alternate options.

Grainger also provided supplies for COVID test centers, outfitted workers with PPE and tents, chairs, safety vests, cones, crowd control barriers, and cooling fans.

County Parks Department (TX) – December, 2021: At the end of 2021, this Sourcewell Member was challenged to locate large trash receptacles and recycling bins providing optimal fit, form and function throughout the park system. The Parks Department also noted its limited holding capacity to stage such a large amount of product. The Parks Department sought receptacles that were attractive, properly sized yet durable; with swift and accurate delivery to unique park locations and acquisition comporting with rules and procedures.

The Grainger solution allowed the County to secure attractive, durable products delivered to all sites in a short time; Grainger's Sourcewell Facility MRO contract enabled the Parks Department to satisfy their bidding procedures while streamlining the purchasing process through the use of the Sourcewell-Grainger cooperative contract.

		County (NY) Pandemic Response - Spring 2020-Winter 2020: Grainger's NY Team similarly leveraged supplier relationships to obtain critical cleaning and sanitary supplies and PPE. Grainger pursued regular supplier channels and special-order Sourcing resources, all within the scope of Grainger's Sourcewell Facility MRO cooperative contract award: • Public Works: Grainger NY leveraged the capabilities and extensive supplier relationships of Grainger's Sourcing Team to source cleaning supplies such as disinfecting liquids and sprayers and hand sanitizer for the County's Public Works Department. • Office of Emergency Management: Grainger's NY Team secured over 200K N95 masks for the Office of Emergency Management by working directly with 3M to support effort implementing a countywide PPE program in the County, including 1.5M pairs of gloves. County (VA) Pandemic Supply, Spring 2020: County Procurement used its Sourcewell-Grainger agreement to secure hundreds of difficult-to-source coveralls to outfit Police, Fire, EMS, and custodial staff throughout the pandemic. With the County encountering warehouse capacity challenges, Grainger staged shipments in its distribution center until the County was able to take delivery. The circumstances comported with the County's bid and compliance strictures. City (OH) Public Health – Spring 2020: Leaders from the city's highways and streets agency became concerned regarding environments where workers are exposed to hypodermic needles and sought Grainger's assistance. Within the week, Grainger provided this Sourcewell Member over 200 pairs of needlestick-resistant gloves to protect workers from injury and infection. City Water Reclamation (OH) - Spring 2018: Grainger assisted this Sourcewell Member that was seeking better Lockout Tagout procedures when disconnecting and connecting equipment. A supplier's 3-day lockout tagout project procedures was secured to assist Water Reclamation in maintaining standard operating procedures and improving workplace safety.
27	Dealer network or other distribution methods.	Grainger North America's company-owned supply chain makes inventory available to customers on a just-in-time basis. This distribution network includes 251 branch locations and 14 distribution centers (DCs) in the US and 34 branches and 4 DCs in Canada, which includes over \$1 billion on-hand inventory. We also ship directly from our manufacturer-supplier partners. Grainger North America's branches and DCs tailor inventory to Member location demands to ensure products are available for immediate pick-up, same-day shipment, or same-day shipping. Grainger branches, and all other purchasing channels provide Sourcewell Member contract pricing. Grainger North America's analytical planning tools position and deliver products to the right place and time. Advanced algorithms determine inventory levels and the best means of delivery. Stocking levels are continuously refined as market intelligence is incorporated into the historical usage information to minimize lead times on orders for products stocked in our distribution centers. This analytical approach pervades Grainger's supply chain- knowing where product is and when it is required to be at a Member's location and the fastest means of delivery. In high demand circumstances, product can be staged at the local Grainger branch to assure just-in-time product availability. Grainger's distribution system is designed to deliver complete orders in a single box to where it is needed. To ensure packages are properly coded, Grainger scrutinizes label information and pursues accurate and updated information with the end customer to avoid delays and costs. Most orders received by 4 PM local time at Grainger's facility will ship the same day. Customers receive most shipments the next business day through carriers including FedEx, UPS, USPS, Purolator and Canada Post. Grainger uses local delivery sources, such as messenger services or common carriers, to fulfill emergency deliveries. All distribution center and branch team members are directly employed by Grainger North America and do not overlap in other areas of the business. Please see attachment Grainger North America's Distribution Network

28	Service force.	Grainger provides a multichannel customer service platform to support Sourcewell Members: US and Canada Based Customer Service Team: The Grainger North America Customer Service team is highly trained and experienced. Customer Service Associates (CSAs) are available via email, chat or toll-free number. The team has the resources needed to answer questions and resolve inquiries. US: 800-472-4643, 24 hours a day, 7 days a week, CustomerSupport@grainger.com Canada: 1-888-602-0000, M – F, 6:00AM – 8:00PM EST, Customerservice@grainger.ca Grainger's 3,000 CSAs are dedicated solely to receiving customer calls, emails and chat and providing after-sale support. Their focus is providing information, answering questions, placing orders and addressing customer concerns, including: • Information on order status and deliveries • Backorder information • Item price information based on Sourcewell contract pricing • Product availability • Detailed product information • Helping locate products for specific applications and finding products to meet technical requirements • Providing dedicated manufacturer and technical support resources • Helping Buyers select alternate products to complete purchases • Placing and managing emergency orders • Generating product quotations and assisting with order placement Full Support Branches: Beyond wide product availability, Grainger branch teams have extensive expertise and experience. The Grainger branch will maintain customer specific inventory and other services such as kitting, staging, and cycle counting and technical support. Over 160 Technical Product Support (TPS) team members: TPS team members provide assistance on product selection, installation support and troubleshooting. Team members have in-depth, professional field experience that keeps current with new products and trends. Emergency Support: Grainger Emergency support is available at phone number 800-472-4643 in the US, 24/7, 365 days a year for all critical needs. Canada Members may call their Account Manager if emergency support is needed.
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29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell Members can order in the following ways • Online through Grainger.com (US) or Grainger.ca (Canada) • The Grainger mobile app (available in the App Store and Google Play) • eProcurement EDI, XML • Toll-free phone with Customer Service Agents • Email • Online chat • Account Management Team • In-person at a Grainger Branch* • KeepStock(r) Inventory Management Solutions eCommerce Grainger.com is an intuitive, fully configurable eCommerce solution with enhanced tools for better purchasing control that is tailored to Sourcewell Member's purchasing process. Grainger customizes Member on-line websites to search and select products within their specific catalog, place orders and to access records and information associated with their purchases: • Grainger's advanced functions include dynamic search and compare capabilities, expansive product information, price, product location and shipping information. • Users can search and review by Image, Keywords, Description, Manufacturer/Brand, Model Number, Cross Reference Number, Relevant Categories, or Product Index. Search terms may be refined by Product Categories, "Brand" or "Price". • Detailed technical specifications can be accessed for each product. • Contract pricing is presented with clarity; products can be saved in the shopping cart function and shared with colleagues. Approval and workflow protocols can be enabled. • Users have real time online visibility to previous orders, product availability and expected delivery dates. Users are also provided the status of backorder items and expected arrival dates. • Expeditious checkout and payment and shipment tracking keep Member order processing time to a minimum. • Grainger eCommerce platform can identify product attributes reflecting a Member's priorities and highlight these attributes with product placement and in product descriptions. Green/Environmentally preferred, Made in USA, and EPA Certified (such as Energy Star), are among the product attributes that can be identified. Grainger's platform can also provide search filters associated with the priority. *Grainger's CSAs within the branch network are available 8:00 am to 4:00 pm each day in each time zone. CSAs in the US are available 24/7 via email, toll free number or fax. Grainger Canada CSAs are available M – F, 6:00AM – 8:00PM EST. Grainger US Emergency support is available at phone number 800-472-4643 24/7, 365 days a year for all critical need. Grainger Canada Emergency support can be requested by contacting the Member's Account Manager. In order for a Sourcewell Member to have access to Grainger's awarded contract pricing, the Member must have completed the Grainger-Sourcewell account affiliation process for the specific Sourcewell contract the Member wishes to affiliate to and be recognized as an affiliated Member by Grainger. This process can be found on Sourcewell's website, www.sourcewell-mn.gov, under "Vendors and Contracts." Simply search under the awarded contract number, where you will find the "Grainger Affiliation Form" as well as the "Contract Participation Details."
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30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Confidential Trade Secret Information Each Customer Service Associate (CSA) uses state-of-the-art technology tools needed to address inquiries and ensure member expectations are met. CSAs use a workforce planning software so Grainger can accurately forecast volumes and handle work schedules based on historical and real-time needs. This capability allows Grainger to ensure adequate staffing levels to provide a consistent level of service throughout every interval of the day. Grainger uses phone routing logic that routes calls to the first available CSA. In emergency circumstances, calls are routed to the appropriate Grainger North American representative. Grainger has incorporated quality management principles within its operations. We use a combination of proven approaches to accomplish these objectives. We are dedicated to a culture of Continuous Improvement (CI) as the foundation of the Quality Assurance Plan. A critical part of CI is using a deliberate and iterative cycle of Plan, Do, Check and Adjust (PDCA) activities to drive quality. Grainger's Lean-based approach to CI is based on the Plan-Do-Check adjust cycle. Grainger North America's objective is to improve how we do our work: • Inventory Accuracy: measured monthly with minimum goal of 99% • Will Call Ready Rate: measured monthly with minimum goal of 95% of orders ready within 30 minutes • Product Availability: measured weekly with a goal of 97% of stocked items in stock • Percentage of calls answered within 30 seconds: Grainger's goal is 80% • Perfect Order / Order Accuracy: 98% The percent of our order lines that are not returned or sent out again as a Free of Charge. • Invoice Accuracy: Measures the percent of our orders that do not have credits/debits associated with them. Maintaining a 99.7% • Fill Rate: 93%-line fill rate • Same-day Shipping is achieved for most in-stock items within the continental US when the order is received by 4 p.m. local time at the shipping facility. Given the ongoing pandemic, global tensions, and labor and material shortages, the supply chain environment is volatile and uncertain. To address these challenges, Grainger continues working with our suppliers while also identifying alternate sources to reduce risk. We remain insistent that the products we distribute are manufactured and delivered with high ethical standards emphasizing quality, reliability, and aligned with our Supplier Code of Ethics. Throughout any circumstance, Grainger stays close to our state, province, local, educational, and non-profit customers to assist in examining multiple supply sources.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Grainger North America can provide full service across all states, the District of Columbia, and territories in the US.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Grainger North America can provide full service across all provinces and territories in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Grainger North America can provide full service across all states, territories and provinces in the US and Canada.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Grainger North America can provide full service across all participating entity sectors in the US and Canada.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Grainger North America sees no contract requirements or restrictions that would apply to Members in Hawaii, Alaska, or the US Territories.

Table 7: Marketing Plan

Line Item	Question	Response *
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. Confidential Trade Secret Information Grainger North America's marketing strategy is to promote the relevancy and competitiveness of the new Sourcewell Facility MRO Industrial, and Building-Related Supplies and Equipment portfolio of products and services. It is driven by Grainger North America's expertise and experience associated with facility maintenance, repair, and operations. Grainger has two goals- to ensure continuity with seamless transition for incumbent Members and to generate interest from agencies that currently are not Members by promoting the benefits to increase participation. To drive awareness of the Sourcewell agreement, Grainger messaging and collateral communications will be deployed electronically through email, housed digitally through Grainger.com and Grainger.ca and made available for print. The multiple methods and channels allow Grainger to be consistent and relevant and engage current and potential new Members through their preferred communications mediums. Coordinated throughout with Sourcewell, Grainger North America's digitally enabled, integrated approach will amplify our marketing efforts through the following plan: Targeted state, province, local, educational, and non-profit agencies Advocacy Campaigns: • Press Release announcing new Sourcewell Facility MRO Industrial, and Building-Related Supplies and Equipment award • Social Media platforms broadcasts • Updated and revised Sourcewell Landing Page • Direct Mail Catalog focused on Facility MRO • Promotion of Sourcewell at trade shows and government conferences Customer Member Landing Page: Upon login, the Member will be directed to the new Sourcewell custom content, including contract Member pricing. The landing page will profile the new contract's benefits and how it will assist it meeting agency mission and responsibilities. Member Enablement Toolkit: A toolkit that includes a marketing document providing an overview of contract benefits and relevant services and solutions will be deployed. This marketing presentation will be designed to be Member-facing. These customer-facing materials will be ready for immediate distribution upon award. Sample documents can be viewed as part of our document uploads in this section. a. Sourcewell Welcome Kit – Guide to Grainger b. Sourcewell One-Page Contract Benefits c. Sourcewell Contract Benefits Presentation d. Grainger Facility MRO Product Lists e. Grainger.com – Public Landing Page f. Member-Specific Landing Page Media Kit: The kit contains a bundle of Grainger-branded flyers, prints and digital banner ads to leverage marketing and sales programs for Sourcewell Collaborate on Co-Marketing Efforts: Grainger's North America Government Sales Team is a critical facet of our marketing initiatives. We continually integrate Sourcewell opportunities through collaboration, including our recent launch of Sourcewell Short-Takes, a series of informative 3-8 minute videos designed to convey important concepts pertaining to Sourcewell Cooperative Contracts. We will expand this channel to include our joint offer around our new MRO contract launch, if awarded. These videos, created by Sourcewell and Grainger, are distributed to Grainger Sales Team members via our Sourcewell Teams Page, which is accessed by the entire Grainger Government Team. Executive Sponsorship: Executive alignment is crucial to a successful strategy. Our National Government Sales Team conducts business reviews with Sourcewell Supplier Development Administrators and Leadership to assess performance, identify trends and adjust marketing plans. The Grainger team presents monthly reviews relating to Facility MRO and trends in state, province, local, educational, and non-profit agency needs to Grainger leadership to gain direction and additional support to drive Sourcewell initiatives. Sourcewell's portfolio is vital to delivering premium customer value that benefits customers and Grainger.
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37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Confidential Trade Secret Information Grainger North America's technology-driven marketing parallels competitive commercial markets with social media presence across not only major platforms such as Facebook, LinkedIn, Twitter and Instagram but also more refined channels reflecting our customer and product base. Grainger North America online customer transactions, digital presence and over 5 million customers present considerable leverage to shape marketing effectiveness. Marketing efforts center on digital channels, including paid search, display, social media, email, and Search Engine Optimization (SEO) – with more than one billion impressions and millions of clicks per month. We continue to leverage traditional channels, including radio and print (ranging from our large catalog to smaller more targeted mailings). Sourcewell will be supported by an experienced marketing team that keeps pace with advances and innovation to drive relevance, competitiveness, and clarity of Sourcewell's value. The following technology and digital tools anticipate and provide relevant products and solutions direction to Sourcewell Members: • Paid Search captures customer traffic reflecting purchase intent in Google, Bing and Yahoo. Sourcewell Members are targeted with text and product listing ads. Paid search is highly scalable with over 100 billion searches placed on Google per month and large-scale automation. It is highly measurable with prompt indicia of trends as to how Member needs evolve. • Search Engine Optimization (SEO) focuses on increasing visibility in non-paid search engine results. Through technical design and content, SEO improves accessibility and relevancy of Grainger.com and Grainger.ca for Sourcewell Members. Grainger North America leverages third party tools to track performance metrics including keyword ranking, traffic, and revenue to provide better Member experience. • Interactive Media uses data driven technology to optimize delivery of relevant digital ads to targeted customers. Grainger North America leverages online user data to serve Members with relevant messages. Interactive Media supports multiple businesses and marketing objectives. In other channels such as direct mail, catalog, and tradeshow, we use statistical models to target Members with relevant offers and solutions and customer research and demographic data to engage Members.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Grainger North America anticipates continuing its strong relationship with Sourcewell and leveraging its expertise, reputation, credibility and insight to markets. Via collaboration, we anticipate Sourcewell promoting the contract's values as follows: • Promotional Campaigns- Alignment to Grainger capabilities (e.g., supply chain expertise and efficiencies, product depth, ecommerce innovation, pervasive customer service, comprehensive programs including sustainability, safety and inventory management). • Advertising and Marketing- Cobranding Sourcewell and Grainger North America opportunities • Sourcewell Digital Prominence- Links between Sourcewell and Grainger North America • Event and Conference Sponsors- Coordination via in person or video at trade shows and conferences and customer events Integration of Contract into Grainger North America Sales Team Initiatives Grainger North America will prepare and present a comprehensive implementation plan to its Sales Team structured around state, province, local, educational, and non-profit agencies. Sourcewell's assistance and advice, particularly specific efforts to promote, plan, measure and reinforce the contract, will enhance the initiative. Assistance as to Member-specific execution plans focusing on key initiatives or emerging requirement will also be valued.

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Grainger North America is well-positioned to provide an ecommerce platform solution to Sourcewell state, province, local, educational, and non-profit Members. Grainger has experience with more than 100 eProcurement platforms providing end-to-end integration capability. A scoping call with the Grainger e-Business integration team can determine specific need and customization. Our experience with numerous customer platforms provides capability to drive streamlined processes to achieve cost savings through productivity enhancements and reducing direct ordering cost. Grainger Order Management System: Grainger's Order Management functionality on Grainger.com® allows Sourcewell Members to quickly set up an online workflow that is easy to use and that simplifies their purchasing process. Customers can set up spend and order approval limits based on company requirements to help ensure they have the right control over their MRO spend. Grainger's OMS enables agencies to enhance productivity availability and improve efficiency while retaining control over spend and what products are purchased: Grainger Value- Order Management System (OMS) City Fire Department (TX) 2022: Recognizing the critical need to maintain inventory levels of key supplies at over 50 stations, Grainger assisted the fire department with implementation of the Grainger.com Order Management System (OMS). With the Department requiring control over replenishment, Grainger's OMS helps maintain inventory levels while adhering to departmental policy. Supply orders are presented through an electronic approval process for placement and delivery. The Grainger Team created a custom catalog on Grainger.com enabling the Department to purchase only pre-approved products. Grainger's OMS and the custom catalog assist the Department in controlling spend for supplies that are compliant & approved. Electronic marketplaces: Grainger North America connects to customers through electronic marketplaces, exchanges, or enterprise purchasing software systems using universal technology standards, such as cXML and EDI. Customers can "Punch-Out" to Grainger's online catalog, create a requisition and return the shopping cart back to the marketplace for review and approval. Direct connections to customers' Enterprise Resource Planning (ERP) systems: Grainger North America offers ability to integrate its General Catalog and buying process with customers' purchasing and ERP systems. Customers seeking to "Punch-Out" directly from their ERP can access Grainger's online catalog and return the shopping cart back to their purchasing system to manage the order workflow. Grainger's supports ERP and Supply Chain/Procurement Networks include SAP, Coupa, SciQuest, GHX, Oracle and Info. Supported eProcurement Transactions: Grainger supports custom non-standard transactions on a per request basis, in addition to the following standard transaction sets: * Invoice - 810 ANSIx12, cXML , xCBL * Payment (CTX Format ONLY) - 820 ANSIx12 * Remittance Advice - 824 ANSIx12 * Purchase Order - 850 ANSIx12, cXML, xCBL * Purchase Order Acknowledgement - 855 ANSIx12, cXML, xCBL * Ship/Bill Notice - 856 ANSIx12 * Functional Acknowledgement - 997 ANSIx12 Please see "Driving Efficiency with eProcurement" in the Additional Documents zip.
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Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Grainger North America offers extensive product training and instruction that is summarized below. These expansive solutions, fee and non-fee based, apply to both industry specific and value-add categories, and deliver numerous benefits. We will assist Sourcewell Members in working with manufacturers, suppliers and third parties as to product, equipment, maintenance, safety and related training and contract administration. Provided below is Grainger's core training services. Additional training services are detailed in Question 69. Not all programs may be available in Canada. Programs involving third parties may be subject to a fee agreement. Sourcewell Contract Training Grainger's North America National Government Sales Team, led by the Senior National Government Sales Manager for Sourcewell, will continue to provide contract and ordering training, and refresher courses, at no additional cost for Member's staff. Training will also be provided to new users throughout the contract term via virtual and video sessions. If awarded, Grainger will implement a Joint Planning Session with each Member to align on

milestones and timeframes to train users on the new contract.

Grainger.com Training

Grainger North America supports Sourcewell Members via training that addresses the integration of Grainger.com with an agency's search, compare, product identification and order processes. The training endeavors to ensure agency processes and approval protocols are adhered to and that accurate P.O. number and Contract Number are present on an invoice; it reinforces how the Order Management System enables effective and efficient approval flow.

Grainger.com Value Training

City (VA) Agency Employee Training, Fall 2020: Grainger worked with a Sourcewell Member that sought employee training addressing effective e-procurement purchasing practices. Grainger coordinated training for new city employees on Grainger.com and the punchout's best practices, including eQuotes, Search & Filter, Order Management System, and creating Shopping Lists. Grainger also conducted Grainger.com refresher training. The initiative, presented by Grainger's Advanced Grainger.com Team, provided City priority users with the expertise to purchase the MRO product required.

Technical Skill Training

ENVIRONMENTAL, HEALTH & SAFETY

Grainger's Environmental, Health & Safety Services are designed to help Sourcewell Members protect their people, their facilities, and the environment. Through our network of qualified, insured, and licensed service providers, we can provide comprehensive solutions that help Members meet their EH&S goals.

Within each area Grainger Services can assist with training addressing:

- Program, procedures, plans & policies
- Installations, repairs, certifications & permitting
- Specialty services, such as workshops, rentals etc.

Safety Services:

- Arc Flash/Electrical Safety Services
- Confined Space Services
- Emergency Planning and Response Services
- Fall Protection/Working at Elevated Heights Services
- Fire Protection/Life Safety Services
- Lockout/Tagout Services
- Machine Guarding Services
- Material Handling/Lifting Services
- Safety Consultant Services
- Turnarounds/Safety Product Services
- Technician Skill Training Services

Technician Skill & Safety Training - Instructor-LED/Live or Virtual:

- Compliance – Electrical: Multiple courses covering NFPA, NEC, NICET and more
- Compliance – Mechanical: Multiple courses covering Confined Space, DOT, Chemical Safety, HAZWOPER, and more
- Electrical – More than 30 Electrical Skills & Safety Courses
- HVAC – Multiple HVAC Technical Skills Courses
- Mechanical – Multiple Courses covering Hydraulics, Pneumatics, Pumps, Machine Tools, Welding, and more

Grainger Training Values

County Parks, Corrections, and Transportation and Natural Resources Facilities (TX)– Ongoing, 2019-2022: This Sourcewell Member secured Grainger's value-added training sessions to address various Environmental Health and Safety subjects including Fall Protection, Power Tool Safety, Stop the Bleed, and Safe Welding trainings. The availability of these training resources enabled the County to provide needed education to team members while focusing its internal resources on other initiatives.

City Warehouse Facilities (TX) - March 2022: Ongoing: Grainger introduced this Sourcewell Member to Grainger's Fee-based Forklift training as its leadership encountered difficulty finding a supplier with expertise in the subject. The Sourcewell cooperative contract secured the training as it was within the scope of a competitively solicited and awarded contract.

County Water Treatment Plant (VA) – 2022: Grainger facilitated training on powered air purifying respirator (PAPR) units and forklift operation to assist the Water Treatment plant maintain employee and visitor safety.

County Vehicle Services (VA) – Spring 2022: Vehicle Services was challenged to provide core training opportunities for employees. Grainger coordinated Fall Protection and Aerial Lift Training onsite with Honeywell, which are fee-based services offered under Grainger's

Sourcewell Facility MRO cooperative agreement.

Environment & Health

We offer a wide range of EHS training courses your employees need to help them effectively perform their jobs safely. Training offerings are available through an online experience or through an on-site instructor.

- AED Inspection
- Active Shooter
- Aerial Lift
- Competent Person
- Confined Space
- Fire Extinguisher
- First Aid/CPR/AE
- Forklift
- Lockout Tagout
- Machine Guarding
- NFPA 70E
- Occupational Noise Exposure
- Respirator

Grainger Safety Team Value

County (OH) Audiology Test Summer 2022 Fee-Based Service: Grainger's Account Manager and Field Safety Specialist collaborated with the County to provide a fee-based service for critical audiology testing for county employees exposed to noise levels above 85 dB. The service was accessed via Sourcewell's Facility MRO cooperative contract. Grainger assisted the County in evaluating the provider and developing a service engagement while conserving expenditures.

Food Safety Training – Instructor-LED/Live or Virtual:

- Food Program and HACCP Courses – HACCP FDA/FSMA, FSSC22000, GFSI, GMPs, SQF

Health Services:

- Airborne Contaminants & Noise Services
- Ergonomics Services
- Medical/First Aid Services
- Occupational Health Services

EHS Digital Services: A suite of online subscription tools, EH&S Digital Services helps improve EH&S tracking and management while increasing productivity. These tools make it easier to maintain critical EH&S and facility activity and information:

- Save time and money while creating a safer workplace
- Reduce injuries, illnesses, and exposure to fines
- Increase productivity with automated EH&S tracking tools managed right from your PC or mobile device
- Ensure compliance and drive standardization

Manufacturer Technical Training- Examples include:

- Proto Tools Hand Tool Safety Seminar
- Dewalt Power Tools Safety Seminar
- Fire-Resistant Workwear Training
- Fall Protection Training
- Hearing Protection & Conservation Training
- Gas Detection Equipment Training
- Arc Flash Awareness Seminar
- Fuses & Power Distribution Training
- Spill Containment Training
- Climbing Pro Ladder Training

Grainger's KnowHowSM Center: Grainger's KnowHowSM provides insights and information to customers who are looking for ways to save time and money, increase productivity and engage in Safety Thought Leadership that will assist with keeping people safe and maintaining compliance. Key topics covered include inventory management, facility maintenance, emergency preparedness, occupational safety and health solutions and regulatory compliance, among others.

For a detailed listing of available, fee-based Technician Training, please refer to "Technician Training" guide attached in the Additional Documents zip file.

For a comprehensive listing of Grainger's complimentary and fee-based training programs, please refer to "Grainger Services" guide attached in the Additional Documents zip file.

41	Describe any technological advances that your proposed products or services offer.	Grainger North America's product and ecommerce teams continually review Member requirements to secure innovative technologically advanced products and services. Examples include: Sustainability: Grainger's product knowledge library, Grainger KnowHow, addresses the customer demand for trash bags that reliably deteriorate over a time span. When a trash bag is certified as compostable, it means a third party confirmed it will break down completely in the conditions found in a commercial composting facility. In the United States, the most prominent certification organization is the Biodegradable Products Institute (BPI). Grainger's product information presents distinctions to assist customers in finding the right product. Battery Powered Tools: Legacy cordless tools require different battery platforms that vary with the voltage needed. A drill may get all the torque it needs from a 6-amp motor while a miter saw requires a 15-amp motor to perform well. A higher voltage platform was previously incompatible with the lower voltage system. Dewalt Tools provides a more universal platform called the Flexvolt™, where the battery automatically changes its voltage with each tool it is used with. The tool tells the battery which mode to operate in; it is completely automatic for the user. PURELL Surface Disinfecting Wipes- GOJO Industries' portfolio of surface disinfecting products now includes durable canisters for mobile and portable applications where routine and fast disinfection of surfaces is needed. The EPA category IV toxicity rating of PURELL Surface Disinfecting Wipes, which has no harsh fumes, addresses particular applications such as vehicles and mobile infrastructure where regular disinfecting is performed. Fenix PD36R Rechargeable Flashlight- The newly upgraded handheld Fenix PD36R rechargeable flashlight is a high-performance LED rechargeable flashlight delivering a maximum 1600 lumens to a distance of 928ft (283m), all on a high capacity 21700 li-ion battery. The Fenix PD36R, with a 21700 li-ion battery, extends battery runtimes by twice the standard li-ion battery. The high-capacity 5000 mAh battery can be charged through the USB-C port on the flashlight Catalog Search by Image (US only): Grainger's mobile app enables customers to use a visual search tool to find and purchase product from Grainger's 1.5 million products. With the tool, products can be searched and located within 3 seconds. Available on Android or Apple devices, customers can scan a bar code, enter an item number, or upload a photo to find a product and complete a purchase. Grainger search also allows customers to send a photo to Grainger's technical advisors who will assist in recommending a product. A voice search tool is also available.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Grainger North America is committed to conducting business in an environmentally responsible manner while working to reduce energy use, minimize waste, conserve water and improve air quality in our operations. To do so, we focus on the environmental challenges within the material parts of our business: our operations, products and supply chain. Green Initiative Focus We work to improve our environmental performance across our value chain from our suppliers through our operations and our customers. We encourage stewardship in our operations and share our lessons with others. We partner with third party sustainability organizations, such as the CDP (formerly known as the Carbon Disclosure Project), the GreenBiz Executive Network, the US Environmental Protection Agency, SmartWay® Program, UL Inc. (formally Underwriter's Laboratories, Inc.) and the US Green Building Council to help us align our environmental investments with our stakeholders' expectations. OPERATIONS Grainger recognizes the urgency of climate change action and supports greenhouses gas (GHG) reduction targets consistent with the net-zero climate goals of the Paris Climate Agreement. Since 2009, Grainger has disclosed to the CDP, the organization administering the global disclosure system, details on business risks and opportunities related to climate change. This initiative to reduce CHG is pursued companywide. Since 2011, Grainger has reduced absolute scope 1 and scope 2 emissions by 37 percent. Our target to reduce emissions further follows the medium-term goals of the Paris Climate Agreement. This approach relies in part upon increasing use of rooftop solar at Grainger facilities, investment in renewable energy credits, including wind and hydroelectric energy and improved technology and efficiency in building management systems. Specific efforts include: - Expanding solar footprint across key facilities- In 2021, Grainger completed rooftop installation of an additional 1.1 MW of solar panels at the NE US Distribution Center (DC). - More efficient Building Management Systems (BMS)- In 2021, new energy efficient

building or retrofits were completed across 29 facilities, representing 40% of our North America footprint.

- LEED -Grainger has 7.0 million square feet of LEED certified space throughout 18 North American facilities, representing 28.8 percent of Grainger's total square feet in North America.
- Recycling- Recycling rates in US DCs have increased by standardizing recycling processes and sharing best practices across our network. Teams are trained to use a color-coded system to separate and bale materials such as cardboard, plastic wrap and metal. In 2021, our US DCs recycled 92 percent of all waste leaving the facility.
- Water Usage- We monitor and measure our water footprint and pursue opportunities to reduce usage, such as installing water-efficient fixtures at our largest facilities

Grainger's supplier engagement program is the cornerstone of the broader effort to reduce GHG. Via quarterly calls and active feedback channels, Grainger engages the top 80 percent of suppliers by revenue to understand how to approach this effort.

Details of Grainger's commitment to clean energy and sustainability are found at pages 31-38 of our 2022 Corporate Social Responsibility Report, Sustainability and Stewardship, <https://invest.grainger.com/home/default.aspx>.

Green Products and Services

Grainger North America environmentally preferable product (EPP) portfolio helps customers maintain sustainable facilities via efficient energy management, water conservation, waste reduction and improved indoor air quality. Grainger's online filtering capability screens any product search to evaluate environmentally preferable alternatives. Grainger also maintains a growing portfolio of sustainability-related services which include site audits, payback analysis, utility rebate assistance and recycling of replaced product.

Customers can easily identify EPP products on Grainger.com by our Green Leaf icon. It indicates that the select product has a UL validated certification and/or attributes.

Grainger receives ongoing verification of its environmentally preferable SKU designation from UL Environment (ULE). For a product to be classified as environmentally preferable, it must maintain one or more environmentally preferable attributes or third-party certifications such as WaterSense(r), ENERGY STAR(r) or Green Seal. These verifications are provided on the individual product page.

The following are examples of sustainable and environment products and services available to customers:

- Grainger US currently offers 100,000 green products.
- Grainger works with customers to identify and implement environmental conservation programs. Examples include lamp recycling programs, LED lighting conversions, using aerators on faucets to reduce water consumption, and Air Filter studies to reduce energy usage on HVAC units.
- Similarly, Grainger works with a customer's recycling and sustainability office to identify and implement environmental conservation programs. The initiative includes refilling stations to reduce plastic bottle waste, green product utilization, a lamp recycling program and LED lighting installment.
- Grainger, through a network of third-party service providers, offers a range of sustainability-related services, including HVAC optimization upgrades, water conservation upgrades, utility rebate incentives and lighting retrofit solutions. For example, Grainger can facilitate a free energy audit for customers, consisting of a site walk-through, fixture count, energy audit, return on investment, payback analysis, utility rebate assistance and applications (photo metrics).

In 2021, EPP sales totaled more than \$875 million, a 23 percent increase from 2020. Program growth is driven by increased customer demand for products. Merchandising our portfolio to add green certifications and environmental information to existing products also contributed to growth and helps customers with their sustainability goals.

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Grainger US EPP portfolio of approximately 100,000 products comprises one of the largest green SKU counts in the industrial distribution market. EPP products fall into two categories — those certified by independent organizations and those with green environmental attributes. Green certification indicates that a product has met certain environmental and/or social standards. These are designated with a green leaf icon on Grainger.com® and explained in the compliance section for each product (e.g., EnergyStar®, DLC® Approved). Green environmental attributes narrow the gap between certified products and responsible products where third-party certifications are not yet available or where they meet industry standards (e.g., ASTM standard test methods, LEED criteria, minimum percent of post-consumer recycled content). Each attribute is carefully considered and reviewed annually both internally and with our third-party partner for relevancy based on customer sustainability questions as well as U.S. federal and state sustainable purchasing considerations. GREEN ATTRIBUTES FOUND ON GRAINGER.COM FOR OFFERED PRODUCTS INCLUDE: Ecologo, GREENGUARD, GREENGUARD Gold, ECVP 2799 Zero Waste to Landfill Facility, Energy Star, WaterSense, Safety Choice, Green Seal, Certified Biobased, Carbonfree, Sustainable Forestry Initiative, Forest Stewardship Council, SMaRT Certified, DLC Quality Products Listing, DLC Premium, NEMA Premium, Energy Aware, HVI, Biodegradable Product Institute Certified, CRI Green Label, OMRI Listed, and VOC Levels Meet SCAQMD Requirements. We continuously evaluate available product certifications based on emerging certifications, customer demand, and to reflect new or remerchandised products already in Grainger's portfolio. Our existing portfolio of more than 100,000 products currently cover 27 product categories.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Grainger recognizes the importance of supplier diversity. As responsible corporate citizens, Grainger is committed to supporting the growth of diverse businesses and giving these companies opportunities. Grainger has more than 20 years of successful experience offering diverse companies' opportunities through two core programs: • Tier 1: Authorized Grainger Reseller Program • Tier 2: Grainger's Supplier Diversity Program GRAINGER'S TIER 1 AUTHORIZED GRAINGER RESELLER PROGRAM Program Overview: The Authorized Grainger Reseller program includes a network of more than 100 certified Diverse Business Enterprise (DBE) resellers authorized to resale Grainger MRO products. The DBE resellers have access to Grainger's full product offering and, since 2006, they have helped state, local, education, corporate and federal customers meet their diversity procurement goals. These DBE resellers include historically underutilized business zones (HUBs), minority-, woman-, and veteran-owned businesses. The reseller program enables MRO resellers and customers greater access to products and services and provides reach to segments and contracts typically mandated or prioritized for small businesses/diverse business enterprises (DBEs). The program allows Grainger resellers to offer niche, value-added services and a broader selection of products. The cooperation and coordination of Grainger and its resellers is a win-win for customers looking to achieve procurement goals and ESG/diversity mandates. DBE Responsibilities: DBE resellers are responsible for the procurement process, sales calls, order processing, invoicing, and troubleshooting. The DBE will engage with customers, represent itself in the marketplace, and be the first point of contact for customer service. DBEs often provide other services such as installation, kitting, product assembly, stenciling/engraving/labeling, delivery, and barcoding. Grainger's investment in the Authorized Grainger Reseller Program includes the following: • Dedicated Channel Business team which includes Sales and Operations Teams as well as leadership focused on flawless program execution. • As part of Grainger's investment, the Channel Business team provides on-going mentorship and support of the DBE resellers. Specific examples of this resource investment include: - o Dedicated e-Commerce Solution Managers charged with ensuring seamless implementation of customer e-commerce programs. - o Grainger Consulting Services support to help refine the reseller administrative processes. - o Business development and expansion support through customer match-making activities. - o Focused on-boarding and MRO specific training which includes direct access to key manufacturers and suppliers. - o Government/Healthcare ethics and compliance training led by Grainger in-house counsel. - o Marketing support for the reseller end-customer marketing and sales collaterals.

o Detailed reporting capabilities to support end-customer productivity and cost savings initiatives.

- In addition to these resources, Grainger's Channel Business team leads the Authorized Grainger Reseller Program and helps manage the resellers to ensure contract execution, compliance, and overall performance management.

GRAINGER'S TIER 2 SUPPLIER DIVERSITY PROGRAM

Grainger's Tier 2 Supplier Diversity Program affords our customers with access to diverse manufacturers and suppliers through its catalogs and distribution channels. Started in 1999, this program is designed to grow this sector of the economy while helping customers get their jobs done with quality products from diverse business enterprises (DBEs).

The economic impact of this program continues to increase. As of 2021, Grainger's Tier 2 Supplier Diversity program features:

- More than 720,000 products from more than 2,800 key small and/or diverse suppliers
- More than 6,600 small businesses, and over 680 minority-, woman-, veteran-, disabled-person- and LGBT-owned businesses for goods and services

This model affords DBEs the ability to concentrate on what they do best and leave product logistics and distribution to Grainger.

Through this program, our customers have access to DBE products through all ordering options (including Grainger.com, KeepStock, the catalog, phone, fax, and walk-ins) and distribution channels. Our customers benefit from one-stop shopping and supplier diversity reporting upon request.

- Products from diverse manufacturers and suppliers are identified with this diversity symbol on Grainger.com and in the catalog and index.
- On Grainger.com, customers can use the search keywords "Supplier Diversity" or use the Supplier Diversity filter to shop for products from diverse suppliers.

Supplier recruitment is a continuous activity for Grainger.

- Certified businesses that register through Grainger's supplier diversity registration portal on Grainger.com can be referred to buying decision makers when product review, request for proposal (RFP), or spot buying opportunities occur.

Grainger focuses on increasing the number of products acquired from diverse companies in several ways:

- Corporate member of the Women's Business Enterprise National Council (WBENC).
- Participates in conferences and seminars to help establish or strengthen diverse businesses.
- Grainger.com invites diverse suppliers to consider doing business with Grainger.

Grainger also pursues outreach opportunities with diverse organizations to understand their member offerings and to promote opportunities with Grainger. These organizations include:

- National Minority Supplier Development Council (NMSDC)
- Women's Business Enterprise Council (WBENC)
- Small Business Administration (SBA)
- National Gay and Lesbian Chamber of Commerce (NGLCC)
- Vets First
- Disabled Veteran's Business Alliance
- National Veteran Business Development Council (NVBDC)
- Disability: IN

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Confidential Trade Secret Information North America Grainger's core business is a high-touch, high-service model where we provide value, including dedicated salespeople and technical support experts, to assist customers with information to identify the products they need. Sourcewell's Facility MRO, Industrial, and Building-Related Supplies and Equipment portfolio is a prominent illustration of how Grainger strives to distinguish itself from the competition. Grainger team members work to understand the mission of each state, province, local, educational, and non-profit Sourcewell Member and the individuals who carry out its responsibilities. By knowing the customer in detail, including the challenges encountered, Grainger anticipates need and pursues how best to fulfill it. As a result, our offer addressing Sourcewell's Facility MRO RFP continues to expand to meet the evolving needs of Sourcewell members. By embedding itself within customers across the US and Canada, Grainger North America is able to focus on how best to assist effective emergency response: • An advanced supply chain infrastructure driven by customer need for breadth and depth Facility MRO, Industrial, and Building-Related Supplies and Equipment-related inventory and a distribution network centered on next day delivery. • An investment in eCommerce and digital platforms yielding advanced product search ease, meaningful product comparison, product availability and delivery clarity, all supported by an efficient and accountable ordering process. • Employees with expertise to assist with product selection and to assure availability and timely delivery whether the need is ordinary or critical. • Technology experts who design and innovate information systems and digital platforms to be customer centric. • Decades of experience connecting agencies to the products and services supported by a stronger compliance regime. Detailed throughout our response are the range of products and services focusing on government and education customers. The breadth of these items, their availability and the expeditious delivery to the customer replicates Grainger's categories addressing commercial and industrial markets. The competitive market leveraged by Sourcewell's comprehensive solicitation encompassing Facility MRO requirements assures reasonable pricing for all product and service categories.	*
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Products sold by Grainger to US and Canadian customers is covered under the following warranty terms: For Grainger US. Grainger warrants products against defects in materials and workmanship under normal use for a period of one (1) year after the date of invoice from Grainger, unless otherwise stated. Additional product specific warranty information either is shipped with the product to the Member or can be obtained by Grainger if requested by the Member. For Grainger Canada. All products sold by Grainger are warranted only to the extent of the manufacturer's/supplier's warranty, and only to purchasers for resale or for use in their business in Canada. Products are warranted against defects in workmanship or materials only in accordance with the individual manufacturer's warranty policy. Manufacturers of certain Products, such as fasteners, do not provide a warranty period. Any part which is determined by Grainger to be defective in material or workmanship and returned to a Grainger branch or authorized service location as Grainger designates, shipping costs prepaid, will be repaired or replaced, at Grainger's sole option, as the purchaser's exclusive remedy.	*

47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Except as set forth herein and where applicable, no warranty or affirmation of fact or description, express or implied, is made or authorized by Grainger. Grainger disclaims any express or implied warranties of merchantability, fitness for a particular purpose or noninfringement of intellectual property rights. Grainger also disclaims any liability for claims arising out of product misuse, improper product selection, improper installation, product modification, mis-repair, or misapplication. Grainger expressly disclaims any liability for consequential, incidental, special, exemplary, or punitive damages to the extent permissible. Grainger's liability in all events is limited to the purchase price paid for the product that gives rise to any liability.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Grainger products listed in Grainger's North America's General Catalogs are warranted by the manufacturer to the final user. Grainger may, at its option: (i) repair; (ii) replace; or (iii) refund the amount paid by a Member. As a distributor of commercial off the shelf product, manufacturer warranties either accompany the product purchased or can be obtained by Grainger if requested by the Member. The scope of warranty service offered such as travel is scenario specific and will be defined and/or addressed by the respective manufacturer of the product subject to a warranty claim.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Grainger products sold are warranted by the manufacturer to the final user. Upon request, the manufacturer of a given product sold by Grainger will address any unique geographic limitations that may impact a warranty claim. Grainger stands behind the product we sell by offering a one (1) year product warranty. We are committed to making each Grainger customer whole in any warranty scenario by either: (i) repairing; (ii) replacing; or (iii) refunding the amount paid by a customer.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Grainger products listed in Grainger North America's General Catalogs are warranted by the manufacturer to the final user. Although Grainger does not manufacture the product it warranties, it will assist its customers with product specific warranty matters. For example, upon request, Grainger will obtain copies of manufacturers' consumer warranties and will furnish them to the Member. Such requests must include the Grainger's stock number and the manufacturer's model number (if shown) of each product for which a copy of the warranty is requested. Grainger may also furnish sales brochures and other literature of the manufacturer. Grainger North America assumes no responsibility for the content or coverage contained in any manufacturer's warranty or sales literature by providing this service. For Grainger US: Grainger warrants products against defects in materials and workmanship under normal use for a period of one (1) year after the date of invoice from Grainger, unless otherwise stated. Provided that Grainger accepts the product for return during the limited warranty period, Grainger may, at its option: (i) repair; (ii) replace; or (iii) refund the amount paid by Participating Entity. Grainger's repair, replacement, or refund of amounts paid by Participating Entity for the product, shall be Participating Entity's sole and exclusive remedy. For Grainger Canada: All products sold by Grainger are warranted only to the extent of the manufacturer's/supplier's warranty, and only to purchasers for resale or for use in their business in Canada. Products are warranted against defects in workmanship or materials only in accordance with the individual manufacturer's warranty policy. Manufacturers of certain Products, such as fasteners, do not provide a warranty period. Any part which is determined by Grainger to be defective in material or workmanship and returned to a Grainger branch or authorized service location as Grainger designates, shipping costs prepaid, will be repaired or replaced, at Grainger's sole option, as the purchaser's exclusive remedy.	*

51	What are your proposed exchange and return programs and policies?	Grainger US Exchange and Return Policy: GRAINGER 30-DAY SATISFACTION GUARANTEE. Participating Entity can return product purchased for any reason for exchange or refund up to thirty (30) days from the date of invoice unless otherwise noted. Proof of purchase from Supplier is required for all returns. Supplier's 30-day satisfaction guarantee does not apply to "Sourced Products" and products sold on a "Final Sale" basis. RETURNS AFTER 30 DAYS. Unless otherwise noted, Participating Entity can also return product for up to one (1) year from date of invoice provided that product is in its original packaging, unused, unexpired, undamaged, and in salable condition. Proof of purchase from Supplier is required in all instances. 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 Supplier. FINAL SALE ITEMS. Items sold on a "Final Sale" basis include: (i) Custom items; (ii) purchases made under the Custom Product Center on grainger.com; (iii) special-order items; (iv) emergency response items; (v) items marked in Sourced Product quotations or invoices as "Non-Cancellable" or "Non-Returnable" and (vi) any other items that Supplier may designate as a "Final Sale" from time to time. Grainger Canadian Exchange and Return Policy: Any cancellation or return must be approved by Grainger (at its discretion), be accompanied by proof of purchase, and may be subject to restocking or other charges. Any returns due to shipping errors, damage or loss must be reported to Grainger immediately. For returns not related to damage or loss during shipping, product must be returned within 30 days of shipment and be in original package and re-saleable condition. Returns can be made to Grainger; however, Grainger will only accept returns on products purchased through Grainger. Returns of custom sourced products may not be permitted.
52	Describe any service contract options for the items included in your proposal.	In addition to our product line offering, Grainger North America offers select service contracts either directly or via our supplier/service provider/manufacture network, in support of our product offer. Grainger North America will work with Members to review and assess which service opportunity is best suited to satisfy the Member's operational needs.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Grainger North America's payments terms are NET 30. Grainger North America customers typically have an open account that is invoiced for orders according to their contract. Grainger also offers Sourcewell Members the following payment options: • Credit card or cash – At the time of purchase or pickup. • Electronic payment (ACH/EFT) – Grainger uses the Corporate Trade Exchange-820 (CTX-820) ACH/EFT format to process electronic payments. The remittance detail included with the payment file helps Grainger reconcile (Customer's) payment promptly and accurately. • Procurement cards – Grainger accepts all types of VISA, MasterCard, Discover, and American Express cards. Check – Checks can be mailed to the "Remit To:" address on the invoice.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Grainger North America does not offer leasing or financing options at this time. *
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Please see Grainger's Sourcing Terms and Conditions as well as a "Sample Quote_Sourcewell 091422-VWVG" and "Sample Invoice_Sourcewell 091422-VWVG" in the "Standard Transaction Document" samples zip. *
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Grainger North America accepts VISA, MasterCard, Discover Card and American Express cards as a means of payment. There is no additional cost to Members for this process. *

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Grainger North America's pricing model is a most comprehensive, robust and competitive Sourcewell offer to date and provides Members numerous cost savings opportunities: • Category Discounts • Facility MRO Supplies & Equipment Hot List • Member Market Basket • General Catalog Discount • Large Order and Volume Discounts • Customer Specific Pricing (CSP) • Access to all Grainger-Sourcewell Contract Awards and the Pricing Benefits of each CATEGORY DISCOUNTS: Our North American offer encompasses significant discounting across multiple MRO categories. These category discounts are applied to Grainger North America's Contract Reference Price (CRP). CRP is market-based. When evaluating pricing, it is important to compare "final" product prices, as a larger discount percentage offered by a competitor who has not adopted market-based pricing may not yield a lower final product price. Differences between the U.S. and Canadian supplier base vary across all product categories so not all Grainger US products, catalog or sourced, are available in Canada. Grainger continues its efforts to enhance its online search and purchasing experience by incorporating new technology and functionality to its online offering. Accordingly, and at Grainger's sole discretion, product categorization may be modified from time to

time to promote clarity and product alignment. Additionally, there are products that, because of their volatile nature in context of supply, including pricing, demand and availability, are not eligible for any, including general, category discount.

- Abrasives 7%
- Adhesives, Sealants, and Tape 10%
- Air Filters 40%
- Cleaning 22%
- Electrical Supplies 23%
- Electronics, Appliances, Batteries 19%
- Fasteners 32%
- Hand Tools 14%
- HVAC Supplies 17%
- Lab Supplies 15%
- Lighting 22%
- Lubrication 10%
- Material Handling, Storage, Packaging 15%
- Motors 19%
- Outdoor Equipment 12%
- Paint, Equipment, & Supplies 10%
- Pneumatics 11%
- Pumps 7%
- Power Tools 11%
- Power Transmission 19%
- Safety 19%
- Security 15%
- Test Instruments 7%
- Welding, Machining, Cutting 10%
- All other Categories 5%

For Sourcewell Members, CRP is found on Grainger.com and Grainger.ca when Members log into their account. The CRP at the time of purchase will be the price to which any contract discounts will be applied. The offered category discounts are fixed through the life of the contract across the specified MRO categories.

FACILITY MRO SUPPLIES & EQUIPMENT HOT LIST: Grainger North America, through decades of serving government customers, has captured purchasing data reflecting current and relevant product needs to compile its Hot List offer. Grainger North America presents the attached Facility MRO Supplies & Equipment Hot List to all US and Canada Sourcewell Members who complete the Grainger affiliation process to access, if awarded, the Sourcewell Facility MRO Supplies & Equipment #091422. contract. This offer is comprised of the highest volume and most frequently purchased products across a broad mix of government agencies.

Grainger North America analyzed usage and procurement data of Facility MRO Supplies & Equipment related products from its largest states, provinces, local government, education, and non-profit customers across North America and combined it with all Sourcewell Members' prior 48 month purchasing analytics. Data points such as the number of times an item was purchased, when and how often, how many individual agencies purchased the item, including those items added into an inventory management solution, were scrutinized to prepare the Hot List.

The Hot List encompasses 852 items specific to Sourcewell state, province, local, educational, and non-profit agency customers. Due to variances between our catalog offerings and supplier base in the US and Canada, not all items in the Hot List are available to our Canadian customers. The items in the Hot List available to both US & Canadian Sourcewell customers have been priced in both USD and CAD respectively in our submission.

The Facility MRO Supplies & Equipment Hot List pricing is competitive and will be held firm for 12 months from date of award.

To keep the Facility MRO Supplies & Equipment Hot List meaningful throughout the life of this contract, Grainger North America will evaluate the product selection and update it each year to ensure relevant product mix.

MEMBER MARKET BASKET:

		In addition to the Grainger Facility MRO Supplies & Equipment Hot List, we offer the ability for each affiliated Member to create a custom Market Basket of up to 300 items. To drive additional cost savings and predictability, Members can select a custom Market Basket consisting of the Facility MRO Supplies & Equipment products the individual Member most frequently purchases. The Grainger North America Sales Team will work with Members seeking to consolidate, standardize, and identify a product list and price. GENERAL CATALOG DISCOUNT: All items in Grainger's General Catalog are included within this Sourcwell offering. Grainger recognizes the operational importance to provide Members access to products beyond those covered by Defined Category Discounts, Hot List, Member Market Basket and products aligned to a specific category. Grainger North America provides a 5% discount off of CRP on these products except for items identified as volatile which are not eligible for a discount. LARGE ORDER AND VOLUME DISCOUNTS: Grainger has years of experience working with Sourcwell Members on individual projects and discounted pricing. Grainger North America will continue to work with Sourcwell Members to leverage additional discounts for large, single orders, based on size and scope. CUSTOMER SPECIFIC PRICING (CSP): Grainger North America recognizes the importance of providing Members with relevant pricing for specific products in special circumstances. Deeper discounted pricing can be sought in the form of Customer Specific Pricing (CSP) as it relates to specific opportunities. Grainger North America reserves the right to adjust pricing to reflect market conditions, as provided in Section 4 (Sourcwell's Vendor Price & Product Change Request Form, referenced in RFP #091422). These adjustments may include unforeseen significant increases in supplier's costs resulting from changes in laws or regulations, impositions of tariffs, currency fluctuations, increases in commodity prices, or other changes in conditions not reasonably foreseeable to Grainger North America. ACCESS TO ADDITIONAL GRAINGER-SOURCEWELL CONTRACT AWARD BENEFITS: Upon affiliating with the Sourcwell Facility MRO Supplies & Services Agreement # 091422, a Sourcwell Member may also affiliate with any other Grainger-Sourcwell Agreement and access the benefits under that agreement, so long as each agreement remains valid. Upon expiration or termination of any other agreement, Grainger will extend the benefits provided in any successor agreement associated with the Member so long as that agreement remains valid. Differences between the U.S. and Canadian supplier base vary across all categories so that not all products are available in Canada. A Member may contact Grainger at sourcwell@grainger.com or via the local Grainger Account Manager, to learn how to adopt additional Grainger-Sourcwell awarded contracts and access value-added service and pricing benefits through your Grainger account.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discount range in this offer, noted in response # 57, represents 5% - 40% off Grainger North America's CRP and addresses the general catalog discounts and the discounts applied to the Hot List prices.

59	Describe any quantity or volume discounts or rebate programs that you offer.	Sourcewell "Enhanced Discount" Incentive Program: Grainger North America proposes a 3% increased discount on the defined MRO categories as described below for the following contract year for members who: • Purchase at least \$25,000.00 in Total Member Purchases* during the Contract Year and • Grow Total Member Purchases* at least 12% over the preceding Contract Year * Total Member Purchases" refers to the net invoice price of the Product purchased by Member under Grainger's Sourcewell Contract Awards using the Member's Sourcewell-affiliated, eligible Grainger account numbers, less freight, taxes, returned Products and credits during each contract year for which a Rebate or Incentive is being actively calculated and paid. Product Category: CRP Discount/Enhanced Discount: • Abrasives: 7%/10% • Adhesives/Sealants/Tape: 10%/13% • Air Filters: 40%/43% • Cleaning: 22%/25% • Electrical Supplies: 23%/26% • Electronics/Appliances/Batteries: 19%/22% • Fasteners: 32%/35% • Hand Tools: 14%/17% • HVAC Supplies: 17%/20% • Lab Supplies: 15%/18% • Lighting: 22%/25% • Lubrication: 10%/13% • Material Handling/Storage/Packaging: 15%/18% • Motors: 19%/22% • Outdoor Equipment: 12%/15% • Paint, Equipment, & Supplies: 10%/13% • Pneumatics: 11%/14% • Pumps: 7%/10% • Power Tools: 11%/14% • Power Transmission: 19%/22% • Safety: 19%/22% • Security: 15%/18% • Test Instruments: 7%/10% • Welding, Machining, Cutting: 10%/13% ♦The increase in Category Discount will be automatically applied to defined MRO Grainger North America categories (excluding the General Catalog Discount), commencing 60 days after contract period ends for a duration of 12 months ♦ Purchases by a Sourcewell Member under any Sourcewell Agreement with Grainger, are eligible to qualify for the Enhanced Discount Incentive Program for a maximum of 3% increase in discount overall. Member qualification for the Enhanced Discount will be re-evaluated each contract year. ♦ Sourcewell Plus Program: In lieu of the "Enhanced Discount" Incentive Program, Grainger North America may propose a Sourcewell Plus Program and creation of a custom incentive and rebate program, defined through a participating addendum and approved by Sourcewell. A customer may participate in either the Enhanced Discount Incentive Program or Sourcewell Plus Program, but not both. ♦ Purchases made through Grainger's Authorized Reseller Program vendors aligned to Member's account and receiving Sourcewell Agreement pricing are not eligible for inclusion in Total Member Purchases.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Grainger's Sourcing Team acquires Facility MRO products and services not found in the Grainger General Catalog. Through this "special order" capability, Grainger provides quick access to over 6,500 suppliers and offers a total cost solution for acquiring infrequent, low demand or hard-to-locate items. Additionally, this channel offers line extensions (non-Grainger General Catalog product

and related services from Grainger General Catalog and third-party suppliers and service providers) and discontinued product catalog lines.

Quotes for "sourced" products and related services will be supplied for each such request. Pricing for sourced items is based on current market conditions and is negotiated on a per-order basis. Sourced product and related service opportunities are subject to the following terms and conditions:

TERMS AND CONDITIONS FOR SOURCED PRODUCT AND SERVICE

Grainger will source products and services not available through the Grainger's General Catalog or website ("Sourced Products" or "Sourced Services"). The pricing model for Sourced Products and Sourced Services is based on current market conditions and is competitive for spot buy situations on a per order basis. Upon request, Grainger will provide Member a quotation which shall include the price, freight, and the warranty terms provided by the vendor of the Sourced Product or Sourced Service.

1. SOURCED PRODUCTS

a. Unless otherwise agreed to in writing between Grainger and Member, Sourced Products are shipped with all costs imposed by the carrier related to the shipment paid by Grainger and charged to Member on Member's invoice. If Member chooses to ship freight collect, shipments will be made to Member freight collect, using carrier designated by Member. C.O.D. shipments are not permitted. Receipts for freight charges will not be furnished. Title and risk of loss pass to Member upon tender of the shipment to carrier.

b. The product warranty provided by the Manufacturer and/or Supplier of the sourced product will be Member's sole remedy. Grainger's standard limited warranty terms included in this agreement or Grainger's website terms and conditions, to the extent applicable, do not apply to sourced products.

c. Warranty Disclaimer. Except as expressly set forth herein, no warranty or affirmation of fact or description, express or implied, is made or authorized by Grainger. Grainger disclaims any express or implied warranties of merchantability, fitness for a particular purpose or noninfringement of intellectual property rights. Grainger also disclaims any liability for claims arising out of product misuse, improper selection, improper installation, product modification, mis-repair or misapplication.

d. A RGA (Returned Goods Authorization) must be issued by Grainger prior to returning Sourced Products; the RGA is good for thirty (30) days after issuance. Returns will be sent directly to the sourced supplier, and not to a Grainger location, unless otherwise instructed in the RGA. Returned Sourced Products may incur a restocking fee based upon the Sourced Product sell price, plus freight paid by Grainger and added to the invoice, unless the shipment of Sourced Products was the result of Grainger or manufacturer error or the Sourced Products are defective. Special manufactured and custom engineered products are sold on a "FINAL SALE" basis only and no changes, cancellation, returns or refunds are allowed, except if Sourced Products are defective.

e. In the event that Grainger agrees to stock an agreed upon quantity of Sourced Products for Member, upon expiration or termination of the Agreement, Member agrees to purchase all remaining stocked Sourced Product. Grainger will invoice Member within (30) days of expiration, cancellation or termination of the Agreement.

2. SOURCED SERVICES

a. Performance of Sourced Services will be governed by the following additional terms and conditions ("additional service terms"). Sourced Services may be performed by: (i) Grainger, its subsidiaries, affiliates, or subcontractors ("Grainger"); or third-party

service providers engaged by Service Grainger ("third-party providers"). For purposes of this section, "service provider" refers to either Grainger or a third-party provider depending upon which of them is performing services, and "service provider personnel" refers to personnel of such service provider.

b. The terms and conditions contained in this section are extended solely by the specific service provider performing services, and any obligations contained in this section do not apply to any other service provider referenced in the foregoing paragraph. A third-party provider may require Member via Grainger to execute additional contractual documents prior to the performance of Sourced Services, which documents may modify the terms between Member and Grainger as set forth in this section.

c. In the event of a conflict between the standard terms and conditions in this Agreement and the additional service terms in this section, the additional service terms in this section shall prevail for the performance of services.

d. Limited services warranty. All services will (i) be performed in a workmanlike manner; (ii) conform to the specifications (if any) provided by the service provider in a statement of work; and (iii) be warranted for a period of ninety (90) days after performance of services ("limited warranty period"). If services are improperly performed and Member notifies Grainger of the improperly performed service during the limited warranty period, then Grainger will coordinate with the service provider to re-perform those services, in whole or in part, as necessary to cure the particular breach, or at the service provider's sole option, refund the amount paid by Member for the services directly attributable to the particular breach. The service provider's re-performance or refund of amounts paid by Member for the service directly attributable to the particular breach shall be Member's sole and exclusive remedy.

e. Warranty disclaimer and waiver for services. To the maximum extent permitted by applicable law, the express warranties set forth in this section for services are in lieu of all other warranties, express or implied, and the service provider disclaims, and Member waives, all other warranties for services, including, but not limited to, any implied warranties of non-infringement, fitness for a particular purpose and merchantability. The warranties set forth in this section are expressly conditioned upon the use of the services for their intended purpose and shall not apply to services which have been subject to modification by Member or any third party.

f. Limitation of Liability. Grainger and Third-Party Providers expressly disclaim any liability for consequential, incidental special, exemplary or punitive damage in the performance of services. The liability of Grainger or any third-party provider performing services in all circumstances is limited to, and shall not exceed, the purchase price for the performance of the portion of services that gives rise to any particular liability.

Grainger Sourcing Values

City (AL) – Fall, 2021: The City's Police Department needed tactical robots but struggled to locate a vendor who had supply on hand. Grainger assisted the Police Department with sourcing tactical robots for public safety use.

County Corrections & Public Works (NY): Summer-Fall 2022: The Correctional Facility recognized risk to visitors, inmates, and officers as tables and chairs in the Visitor Wings were not bolted down. Grainger identified specialty correctional tables through its Sourcing Team and secured corrections approved furniture.

City Sewers & Water (OH) – Spring 2022: Addressing a specific project, Sewers & Water's Safety Unit recognized the need for equipment able to operate within a confined space. Grainger worked with supplier partners to assist the agency identify fall protection and supplied air equipment, with harnesses, gas meters, and oxygen tanks to equip and promote worker safety and successful completion of critical tasks.

		County Schools System (MD)- Summer 2021: Return of staff and teachers to buildings encountered challenges to locate the KN95 masks. The Schools EHS manager and the Grainger Account Manager worked together to identify the appropriate product and source to fulfill this critical need.	
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Grainger North America discloses all costs associated with the product and/or services sold to a Member prior to purchase. Elements of the total cost of acquisition not included in product and/or service pricing may vary based on the product or service procured. To this end, Grainger does not have a fixed firm list of like costs. If, however, additional charges are assessed, for example required services to train employees on how to operate a product, the additional charge and identity of the third-party performing the service will be provided to the customer prior to performance of the underlying service.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Grainger North America offers the Sourcewell Member pre-paid freight on standard ground shipments. Title transfers to Sourcewell Members at time of delivery, FOB Destination. Additional freight charges and shipping fees may apply for sourced products and/or service orders as well as orders that include expedited delivery, carrier special handling, oversized product, air freight, freight collect, export orders, hazardous materials, customer's carrier, shipments originating within the US and shipping outside the contiguous US, and shipments originating in Canada and shipping outside Canada. The Member will be informed of any additional freight charges and/or shipping fees prior to purchase or as otherwise agreed by the Member.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Grainger North America offers Sourcewell Members pre-paid freight on all standard ground shipments originating in Canada and shipped to a Canadian address. Product shipped from the Continental US to Alaska and Hawaii also receive pre-paid freight on standard ground shipments. Sourced products may be subject to additional terms, charges or fees that place the cost to ship on the Member. Charges and fees incurred for additional services, such as expedited delivery, carrier or special handling by the carrier, air freight, freight collect, export orders, hazardous materials, customer's carrier, or other special handling and oversized product will be paid by Member. The Member will be informed of any additional freight charges and shipping fees prior to purchase.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Grainger North America's advanced technology and multiple distribution channels delivers product to Members where and when they need it. The unique combination of broad on-hand inventory strategically located across North America in distribution centers and branches provides unrivaled product availability: • On-hand Inventory \$1 billion and more than 1.5M products • Technology Investment and Supply Chain Expertise that forecasts Member needs to ensure product availability by locating inventory near the Member throughout the distribution network • Product ordered by 4PM, most customers receive next day Grainger North America provides the best combination of product selection, depth of inventory locally available, speed of delivery and ordering simplicity through a network of 284 branches and 17 distribution centers across North America. Grainger Branch Network Solutions help with product selection, shipping, labeling and emergency orders. TECHNICAL EXPERTISE: Grainger Branch Sales Specialists have the training and experience: • CUSTOMIZED INVENTORY: Grainger will stage critical or never out items at a local branch. • LABELING: Grainger will assist in custom label regarding hazards, inventory, PO reconciliation, warehousing, maintenance inspections, and specialized products. • SHIPPING AND WILL CALL CONSOLIDATION: For large orders or multiple orders, Grainger will ensure that goods are consolidated for delivery or pickup in a single shipment. • EMERGENCY ORDERS: Grainger after-hours emergency service is available at: call 1.800.CALL.WWVG. Grainger will to open a branch anytime (a \$50 fee may apply). *Subject to market availability. • KITTING OFFER: From safety, janitorial, filter, and new employee readiness kits, the Grainger branch provides kitting services across any product line.	

- **SAME DAY DELIVERY:** Grainger offers Same Day Delivery* in select markets for unexpected purchases. Shipping charges will apply.

INVENTORY MANAGEMENT SOLUTIONS

A critical facet of distribution and delivery is anticipating and understanding Member needs. Inventory Management is a unique delivery solution moving high usage items close to point of use and maintaining critical product availability. Through its KeepStock® Program, Grainger North America provides multiple inventory management solutions reducing Member's total cost of inventory ownership. Effective inventory management reduces on-hand inventory, improves purchasing efficiencies, and ensures availability of critical product all while providing secure and efficient access.

Grainger North America's KeepStock® portfolio of inventory management solutions help Members manage their inventory and reduce costs. Beyond industry-standard vending machines, Grainger North America's portfolio provides both customer-managed (CMI) and Grainger vendor-managed (VMI) inventory options, including vending. Solutions range from simple to complex serving Member needs and can be combined within their facility to provide a custom service. KeepStock® can be integrated with Member purchasing systems or connected with Grainger.com. or Grainger.ca.

VENDOR MANAGED INVENTORY (VMI) SOLUTIONS

KEEPSTOCK WEB: is control central for managing your Grainger inventory. It seamlessly integrates your KeepStock® program, Mobile App and Grainger.com to provide convenient, web-based inventory management. (Customer) can leverage KeepStock® web functionality across all installation types — Vending, CMI, Replenish and Onsite, to provide you with total visibility to your entire inventory.

- **Dashboard:** View your orders and program summary snapshot, receive notifications to manage discontinued items, access KeepStock® Web instructions and more.
- **User Management:** Leverage User Management to add users to help you manage inventory and set varied levels of access rights.
- **Program Management:** Set and easily adjust your program settings. Add, adjust, delete items, and set min/max levels. Automatic reorder provides inventory level assurance and minimizes stock outs of critical items.
- **Order Status:** Place orders, check order status and track all your orders in real time.
- **Label Printing:** Use the label capabilities to print barcode labels, including multiple labels at once.

KEEPSTOCK® VENDING: Grainger offers a variety of KeepStock® Vending machines to include Coil, Carousel, Lockers, Cabinets and Drawers. Each machine is customized and configured for Member needs and supplies requirement:

KEEPSTOCK® REPLENISH: is a vendor-managed inventory (VMI) solution that helps manage, streamline ordering and stock commonly used Grainger items and support spot buy urgent needs. Your dedicated Grainger representative will work with you to determine the products and levels that need managing, as well as setting approvals for orders if required. The more complex your needs, the more you'll benefit from our scheduled visits and support our scheduled visits and supply chain expertise. On a pre-determined schedule, your Grainger onsite resource will:

- Reorder products based on min/max
- Restock Grainger products in designated areas
- Bar code and label Grainger managed products
- Handle Grainger purchasing and purchase orders
- Support spot buys
- Expedite invoices and inquiries
- Help find hard-to-find products
- Cross-reference Grainger products to add

KEEPSTOCK® ONSITE: KeepStock® Onsite is a VMI solution for larger, more complex customers who face multiple challenges managing critical MRO inventory. KeepStock® Onsite provides a dedicated, experienced resource on a daily basis plus a defined space—like a cage or crib—to support your Grainger product purchases. Key features of Grainger's Onsite solution include:

- Dedicated onsite resource frees employee time to increase productivity.
- Desktop delivery and returns
- Spot buy and sourcing of product
- Optimized inventory delivers cost reduction by helping reduce on-hand inventory levels while minimizing stockouts
- Streamlined processes reduce overall handling costs
- Expanded scope to support product identification and recommendations, requisition creation, organization, product returns and warranty replacement
- Onsite expertise recommends stocking levels, driving product standardization and compliance

Please see attachments for further detail on Grainger's KeepStock Inventory Management Solutions.

KEEPSTOCK® STORE: This solution provides a fully stocked and staffed Grainger North America branch at your location especially helpful for high-volume, high-traffic needs. Grainger North America will work with the Member to determine which items to stock and overall scope of the solution.

CUSTOMER-MANAGED INVENTORY (CMI) SOLUTION

The KeepStock® CMI customer-managed inventory solution leverages mobile and desktop technology to give customers complete control of their Grainger inventory. Grainger offers this program to any customer interested in self-managing inventory.

Tech savvy tools and features of KeepStock® CMI solution include:

- Manage inventory across multiple devices, users, and locations
- Scan barcodes to order directly in the Grainger app
- This easy-to-use and powerful software solution offers visibility, flexibility, and control while managing product.
- Quickly edit and add items
- Adjust min/max levels and reorder points
- Manage users and approvals to control
- Print and scan labels
- View pending orders
- Access order history and purchase information to make informed inventory decisions

KEEPSTOCK MANAGED: Grainger's Managed Solution provides Members with daily onsite, expert, support services to maximize the value of Member's entire MRO inventory investment for both Grainger and non-Grainger product. Managed MRO is a fee-based service where our Inventory Specialists work at your facility to manage all indirect materials.

Grainger Inventory Management Value

County Corrections (TX) – January, 2022: The Corrections Department was challenged with frequent stock outs across high demand items as local vendors struggled to keep pace with requirements due to supply chain disruptions. Grainger collaborated with this Sourcwell Member to identify alternate products for specific, high-demand items and integrated an inventory management solution to ensure product availability. Product encompassed nitrile gloves, paper products, sanitizer, food trays, paper cups, and masks.

City Water Department (TX) Ongoing: Grainger facilitated inventory management of custom engraved specialty locks for utility use. Through this value-added service and support, Grainger houses this critical, custom item at a local branch to ensure the appropriate quantity is available and delivered when the customer calls.

Capital Regional District (CRD) (Canada)- McLoughlin Pt. Waste Water Treatment Plant -Ongoing: The CRD leverages the Grainger & Canoe / Sourcwell GPO to reduce cost and expedite the search or pricing of products and to streamline procurement processes. GRAINGER.CA (Sourcwell Landing Page) is its commonly used business channel. Order Lists for common consumables across many product categories are integrated. A KS CMI Inventory Management Program is provided onsite for fasteners. Grainger BC Field Safety Specialists partner with CRD Corporate Health and

Safety on a LOTO project, the Grainger Victoria branch team supports CRD Technician / Operator walk-in business.

Healthcare (Canada)- Ongoing: Canadian healthcare facilities and Grainger Canada have built integral partnerships across Canada. Notably, a facility in Central Canada transitioned its maintenance departments to an in-house managed model for all locations. Via local & national account managers, Grainger Canada has reorganized storerooms, identified, labeled, and organized products, and obtained fast and efficient delivery for all items required by the maintenance teams. Management and reporting capabilities have been meaningfully enhanced and overall cost savings for all locations obtained.

County Parks Department (TX) Keepstock- Summer, 2021: Recognizing the need to provide employees ready access to the safety and protective products, Grainger collaborated with the County's Parks Department to install KeepStock inventory management across multiple locations. Grainger assisted in identifying equipment and supplies, estimating appropriate stocking levels, and implemented ordering and replenishment protocols to ensure availability. The effort supported the Department's initiative to maximize productivity for employees needing safety gloves, goggles, glasses, hearing protection, electrolytes, sunscreen and poison ivy protection.

EMERGENCY RESPONSE INVENTORY AND DISTRIBUTION

A critical element of Grainger North America's distribution capability is assisting emergency response for the small and large incident. Expeditious and quality response in real time entails internal planning and preparation.

In an emergency, Grainger North America's Crisis Management Team first assesses the condition of Grainger branches and facilities to make sure they are available to distribute product. Frequently a pre-determined product list, coordinated with local emergency response agencies, is used to move supplies to the affected area. If additional products are required, Grainger North America moves products to the area from its 284-branch network and 17 regional Distribution Centers or directly from product suppliers.

A critical element in Grainger North America's expeditious response is its breadth of inventory, relationship with suppliers, capability to determine where inventory is located, and its transportation proficiency, personnel with expertise and experience and long-term relationships with state, local and federal agencies.

In severe emergency situations, Grainger works with First Responders to make sure they have priority access whether from Grainger or the product manufacturers. The Crisis Management Team and Grainger on-scene leadership works with emergency management agencies and others to ensure appropriate and fair distribution.

Emergency Response POC: Grainger's Primary Point of Contact in any emergency affecting a Sourcewell Member in the US is Allison Darling, Senior National Government Sales Manager who can be reached via call or text at mobile phone: 713.805.9845 or email: Allison.Darling@grainger.com and in Canada, Marty Luciw, Senior Government Sales Manager at phone number: 403.991.2727 or email: Marty.Luciw@grainger.ca

Grainger's US emergency phone number is 800-CALL-VVWG. Other primary points of contact will be identified for Sourcewell member.

The local Grainger Account Management team will engage the Sourcewell member to address the circumstance within 60 minutes to understand the challenge and to commence response. Grainger provides emergency response services, whether the incident is small or large, at any time. Upon receiving a call, the Grainger representative contacts the Corporate Crisis Management Team leadership and/or communicates with the local Branch representative to open the nearest branch location.

Grainger commits to special services to Sourcewell members.

	Grainger will open a branch, deploy team members to take orders, assist customers, load trucks and to distribute supplies at the incident scene. Grainger's pricing and services does not change in an emergency, large or small. Sourcewell member product costs will mirror the contract.	
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	The pricing offer is premised upon detailed historic purchase history, trends within this market segment and customer evolving requirements, and based on this information, reflects a competitive offer for customers with purchasing needs in the state, province, local, education, and non-profit segments.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Grainger performs monthly pricing reviews to ensure Sourcewell Members receive valid contract pricing. These reviews are automated and then confirmed accurate by team members versed in contract requirements. If inconsistencies are identified, Grainger performs an internal inquiry to track the origin of the inconsistency after which corrective action is taken to address the issue. Grainger ensures adjustments are made and the Member is informed of the issue, the corrective action taken and is credited. Flowing from the monthly pricing review, is a report provided to Sourcewell that documents Grainger's audit findings. This level of scrutiny is also applied to our review of overall contract sales and calculation of administrative fees, which is documented in Grainger's Direct Sales Administrative Fee report provided to Sourcewell following the end of each quarter. Grainger's customer facing compliance initiatives include assisting customers with their regulatory and policy driven audit requirements, which include performing audits up to three years beyond the order invoice date and/or provide purchase history reporting up to three years beyond the order invoice date. These actions allow the customer or a third party to perform a review of orders submitted to Grainger to ensure the accuracy of contract pricing.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Grainger offers a range of standard reports; the key metrics customers can expect include: • Tier: This workbook includes the Overall Purchase Analysis, Item Purchase History, Product Line Distribution, Purchase by Supplier, and Cost Savings Analysis reports plus a summary page. • KPI: Order summary with ship-complete rating, order accuracy, order adjustments, and on-time shipping. • Item Purchase History: This summary report shows items purchased by track code, sub-track code, and/or account4 number. Includes total sales and quantity per item. • Supplier Diversity: Reports sales by historically underrepresented partners.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Grainger will provide Sourcewell with a Direct Sales Administrative Fee ("DSAF") of Two Percent (2%) on all direct Product Purchases. Qualifying direct Product Purchases are those purchases made directly by a Sourcewell Member. Grainger will provide Sourcewell with a Direct Sales Administrative Fee ("DSAF") of One Percent (1%) on all Product Purchases made through a Member's participation in the Grainger Authorized Reseller Program. Grainger will provide Sourcewell with a Direct Sales Administrative Fee ("DSAF") of One Percent (1%) on all Product Purchases made through a Sourcewell Member affiliated to the Sourcewell Plus Program. Qualifying Product Purchases are those pursuant to the awarded contract and shall include total net invoice price less freight, taxes, returned products and credits. Grainger will calculate the DSAF amount quarterly and provide the DSAF payment to Sourcewell within forty-five (45) days from the end of the quarter. Grainger will provide a quarterly DSAF report to Sourcewell within forty-five (45) days from the end of the quarter.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	North America Grainger's offer encompasses the entire US portfolio of 1.5 million maintenance, repair, and operating supplies and 476,000 MRO products in Canada's portfolio across 36 categories provided by 6,500 suppliers. It is supplemented by sourcing proficiency and services that complement our product offer, along with the expertise of Grainger team members. It captures the routine to specialized MRO product or service and is continually enhanced to meet evolving Member needs. Grainger's ability to sell a service or solution within a specific US or Canadian jurisdiction may be limited by law and/or regulation. Product categories included in this proposal reflect the full spectrum of facility MRO, industrial, and building-related supplies and related equipment, accessories and services. Categories and solutions offered are complementary to the equipment, products, and services and provide Sourcewell Members with consolidated, efficient, and comprehensive cost-savings options: • Abrasives • Air Filters • Gloves and hand protection • Safety & Security • Lighting, Lamps and Ballasts • Electrical • Electronics, Appliances, and Batteries • Tools & Test Instruments • Cleaning & Janitorial • HVAC and Refrigeration • Metalworking, Machining, & Fabrication • Motors & Power Transmission • Pneumatics & Hydraulics • Material Handling • Packaging & Shipping • Paint • Tapes, Adhesives & Lubricants • Fleet & Vehicle Maintenance • Laboratory • Office, & Hospitality Supplies • Pipes, Hose, Tube, & Fittings • Plumbing & Pumps • Fasteners, Hardware, & Raw Materials • Building & Ground Maintenance SERVICES ACROSS FACILITY MRO, INDUSTRIAL, AND BUILDING RELATED SUPPLIES AND EQUIPMENT In addition to the Assessments and Training we offer, which are detailed in Response 40, Grainger provides customers with value-added support services which complement the facility MRO products we offer: • Grainger's network of installers provides turnkey and/or labor-only fixed fee installation and support services. • Turnkey service offerings include materials, labor, recycling, rebate administration. • Currently Grainger has identified 65 companies that have satisfied our vetting process. All companies used by Grainger are licensed, insured, qualified and capable of performing in accordance with Member service requirements. A Grainger team member will work with the Sourcewell member to secure the type of service and description or provide requirement details. Grainger's specialized team will examine and select the best supplier to fulfill needs, including determining lead time and competitive pricing. Once a supplier is selected, a quote will be provided and sent to the customer for review and approval. SERVICES OFFER: Services include inventory management solutions (including Grainger "Managed MRO" solution), installation, assembly, and consulting services, services addressing safety training, assessments and sustainability. Our technical experts assist agency operations and compliance responsibilities. Additional details pertaining to our services offer are provided below. Consulting Services Grainger Consulting engages customers using a proven methodology consisting of Analysis, Strategy Development, and Implementation. Consultants also help identify opportunities for efficiency that are often forgotten as to indirect materials management. Grainger's industry research and experience enables it to identify and monitor industry standards. This experience provides a starting point for cost drivers

like reducing waste in processing or demonstrating how a customer can reduce its inventory. We learn customer processes, recognize improvement opportunities, and develop a strategic plan of solutions. This includes a comprehensive data measurement package that demonstrates how to measure progress and sustain results. Our recommendations help improve service and efficiency for Sourcewell Members.

Please see Consulting Services Overview, along with documents detailing Grainger Consulting Services' "Inventory Baseline," "Procure to Pay," and "Storeroom Layout" service offerings in the "Additional Documents" Zip File.

FACILITY SERVICES

Grainger Facilities Services help prolong the life of a Member's buildings and structures and support safety initiatives. Backed by a network of qualified providers, these services keep facilities dry, safe and sustainable.

Services include:

- Air barrier audits
- Ceiling Tile Installation/Replacement**
- Inspection services
- Patch and repair services**
- Preventative maintenance contracts
- Restoration services
- Roof cleaning
- Roof Restoration**
- Rooftop safety installation**

FLOORING SERVICES

- Concrete Polishing
- Floor Design and Installation
- Floor Repairs
- Floor Striping

ENERGY SERVICES

The Grainger Energy Services team can identify and implement a wide range of efficient solutions* through its network of qualified, insured and licensed service providers. Our service providers help facilitate the installation of energy-saving and water conservation measures. Grainger can also help secure applicable incentives and rebates for energy and water-saving projects.

HVAC Filter Change-Out and Preventative Maintenance Services: To help ensure HVAC units are functioning properly and efficiently, Grainger's service providers will:

- Visually inspect all HVAC equipment
- Look over electrical and mechanical components for excessive wear or damage
- Change filters
- Check belts and startup

Assessments: Any mechanical or electrical issue within a system can reduce its efficiency. Grainger can help address these concerns with services including steam leak identification and mitigation, defective steam trap replacement and upgrades, infrared studies, and insulation upgrades. Adjustments to steam system can help immediately reduce operational costs.

ELECTRICAL SERVICES

- Electrical Emergency Services & Disaster Recovery
- Electrical Engineering Services: Arc Flash Analysis, Circuit Loading Study, Electrical Systems Analysis, Harmonics Assessment/Testing Services, Power Consulting, Power Quality Correction, Project Engineering/Custom Design, Project Management, Remote Power Management, Ungrounded to High Resistance Conversion
- Electrical Maintenance & Testing: Infrared Testing, Monitoring Systems, On-Site Preventative Maintenance, Relay and Metering Calibration, Service Agreements, Spare Parts
- Electrical Turnkey Installation Services: Infrared Viewing Window, Installation Coordination, On-Site Training, Project Management, Site Measurement Services, Start Up Services, Turnkey Capabilities
- Medium Voltage/Low Voltage Services: Circuit Breaker Conversion to Vacuum Starter, Direct Replacement Circuit Breakers, Industrial Electronic Repairs, Network Protectors, Reconditioning Program for Circuit Breakers, Relay and Metering Retrofits/Replacement, Remote Racking Systems, Retrofill Solutions, Switchgear Expansions and Upgrades, Trip Unit Retrofills

EMERGENCY PREPAREDNESS

Grainger assists in planning, response, and recovery across the range of

emergencies including:

- Experienced customer service professionals are available prior to any emergency and 24-hours a day, 7-days a week to provide assistance with urgent needs
- Emergency preparedness catalogs, capability guides, and hazard-specific emergency checklists are available for download online
- Products and technical expertise to help institutions develop both basic and advanced emergency response capabilities
- Grainger will also open a branch location at any time to assist response
- On-site containers filled with supplies can be provided
- In emergency situations Grainger branch hours may be extended to 24-hours a day
- Contract pricing remains consistent in emergency situations

ENVIRONMENTAL HEALTH & SAFETY SERVICES

Fee-Based Safety Assessments & Audits and Testing include:

- Gas Detection Service (Referral)
- Managed Footwear Program
- Prescription Eyewear Solutions
- Heat Stress Assessment (Hot & Cold)
- Hearing – Ear Fit Test, Hearing Loss Determinations (Work Related) –

Audiologist reviewed

- Online Respirator Medical Clearance Testing
- Pulmonary Function Testing
- Rigging & Sling Inspections
- Respirator Fit Testing, Respirator Fit Testing
- Indoor Air Quality Assessments
- Industrial Hygiene Assessments
- Ladder Inspection Services
- Lockout Tagout Assessments, Machine Guarding Audits
- Silica Dust Exposure Compliance, Slips Trips and Falls Assessment*, Survey & Analysis of Building Water Systems, Turnkey Engineered
- Fall Protection System (Referral)*
- Vehicle Lift Inspection Service, Ventilation System Testing, Warehouse/DC Rack Inspections

• AED Inspection Services

• Emergency Eyewash Station Assessments & Inspections

• Emergency Light and Exit Lights Inspections & Service, Employee Exposure

Monitoring

• Fall Protection Assessments/Audits, Fall Protection Equipment Inspections-Harnesses, etc.

FIRE SAFETY

- Fire Alarm System Design & Installation
- Fire Alarm System Inspection & Service
- Fire and Smoke Damper Inspection & Repairs**
- Fire and Smoke Door Inspection & Repairs**
- Fire Extinguisher Inspections and Service
- Fire Protection Awareness & Testing (sprinkler systems), Firestop and Fire Barrier Inspection & Repairs
- Special Hazard Fire Suppression System Design & Installation (Referral)

LAB SERVICES

- Lab Furniture Assembly & Installation**
- TV Furniture Assembly & Installation

ONLINE SAFETY SERVICES

EH&S Online Services & Training

Incident Inspection and Asset Management (iCertainty), Inspection Management (AuditPro), Learning Management System and Online EH&S Training Libraries, Online EH&S Training Libraries (Via Customer's LMS), Online Healthcare Compliance System (CRx),

Online Safety Training (Customer's LMS), Specialized Online Safety Training (OSHA 10/30, NFPA 70E), Online SDS Management System, Online Occupational Health Evaluations (Audio, Pulmonary, Respiratory).

EH&S Training – Instructor-LED/LIVE or Virtual

- Medical Gas Maintenance Personnel Certification Training (ASSE 6040)
- More than 30 Critical Topics: Electrical, BBP, Confined Space, Fire, Falls, HAZCOM, HAZMAT, LOTO and more
- RCRA Training – Solid and hazardous waste disposal
- Toolbox Talk Resources on Multiple Safety/EHS Critical Topics

		PROGRAM & PROCEDURE DEVELOPMENT Effective programs and procedures help ensure compliance and create a safe workplace for your employees. These programs are developed so that your business operations can be conducted safely, and are provided through online templates or custom on-site development. • Arc Flash/Electrical Safety • Confined Space • Emergency Action Plans • Environmental Safety • Hazards • Food Safety • Inspection and Asset Management • Footwear/Benefit Management • Lockout/Tagout • Machine Guarding • Medical FirstAid • Online Safety Manager • SOS Management Some services require qualifying purchase. Additionally, due to various statutory and regulatory requirements, authorization to sell this service to some Government customers requires Grainger legal and compliance review. Please see attachment detailing Grainger's Value Add and Fee-Based Services in Additional Documents Zip. Sourcing Grainger's Sourcing Team procures Facility MRO, Industrial, and Building-Related Supplies and Equipment and services not found in the Grainger General Catalog. The Team leverages Grainger's buying power to provides customers with a total cost solution for infrequently ordered items via quick access to over 6,500 suppliers. Sourced products for Facility MRO include: CUSTOM KITTING CAPABILITIES Through a combination of supplier partners and Sourcing capabilities, Grainger North America provides agencies and departments with customized supply kits to assist with critical or essential departmental needs, mass casualty or disaster responses. Examples include shelter kits to prepare for disasters and deployment kits for first responders in preparation for an event. Grainger can also provide kitting for non-disaster circumstances. Grainger Kit Deployment Value County (NY) Road Maintenance Department - Spring 2019: To mitigate injuries and lost time, Grainger worked with the Sourcewell Member to assemble over 300 personal PPE kits for its crew members. Grainger identified and secured product samples with varying features and price points for the County's evaluation and selection. The Grainger Branch assembled the necessary boots, helmets and other items, inventoried the products, created individual kits inside a clear bag, labeled the bags with crew member names, and delivered to each of four garages. US Pandemic Assistance- 2020: Grainger and a supplier partner sourced product globally, air freighted in components, assembled and fulfilled requests for pandemic kits to each of the lower 48 states. The 50 million kits were distributed to States, Counties and local governments. Vaccination Support -2021: Working with a supplier partner, Grainger deployed drive-through testing and vaccination stations for multiple states and counties throughout the pandemic. The structures included a 2-lane inflatable drive through, ante room, and a 22x22 connected structure to house support staff and vaccine freezers. The units were packaged in trailers and pallet boxes based on customer preference. Afghanistan Refugee Support – 2021: To help support Afghan refugee relief efforts, Grainger and supplier partners quickly secured and assembled a hygiene kit with products including blankets, towels and washcloths. At its peak, 30,000 hygiene kits were provided to customers.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The following is a summary of current major subcategories in Grainger North America's Facility MRO, Industrial, and Building-Related Supplies and Equipment portfolio. In pursuing innovative and cost-effective products, Grainger frequently restructures product categories for clarity and product alignment. Grainger North America MRO Subcategories include:

- Safety & Security: Arc Flash Protection, Asbestos Abatement, Confined Space Equipment, Emergency Eye Wash and Shower Equipment, Emergency Preparedness, Ergonomics, Eye Protection, Face Protection, Fall Protection, Firefighting Clothing and Accessories, Fire Protection, First Aid & Wound Care, Floor Mats, Footwear & Footwear Accessories, Gas Detection, Hand & Arm Protection, Head Protection, Hearing Protection, Lockout Tagout, Medical Supplies & Equipment, Noise Control, Portable Coolers and Beverages, Protective Clothing, Respiratory Protection, Safety Alarms and Warnings, Safety Storage, Signs & Facility Identification Products, Sorbents, Spill Control, and Spill Containment, Traffic Safety, Training, Water Safety, Workwear, Access Barriers and Crowd Control, Detectors, Scanners & Accessories, Door and Door Frames, Key Control & Identification, Locks, Mailboxes, Police & EMT Uniforms, Safes, Security Alarms and Warnings, Security Equipment Replacement Parts, Security Management and Law Enforcement, Security Seals, Self Defense, Two Way Radios and Police Scanners.
- Lighting & Electrical: Ballasts & Drivers, Emergency & Exit Lighting, Flashlights, Hand & Portable Lamps, Job Site Lighting, Lamp & Light Bulb Disposal & Recycling, Light Bulbs & Lamps, Lighting Controls, Lighting Fixtures & Retrofit Kits, Lighting Replacement Parts, Outdoor Lighting, Task Lights, Conduit, Fittings & Strut Channel Framing, Electrical Boxes & Enclosures, Electrical Supplies, Extension Cords, Power Strips, & Cord Reels, Fuses, Circuit Breakers, & Safety Switches, Grounding Rods, Braids, and Connectors, Industrial Controls, Automation and Machine Safety, Motor Controls, Solar and Temporary Power, Transformers, UPS, & Power Supplies, Voice and Data, Wire and Cable Management, Wire, Cable & Cordsets.
- Electronics, Appliances & Batteries: Appliances, Batteries & Battery Chargers, Communications, Electronic Equipment & Appliance Replacement Parts, Electronics, Intercoms & Speakers
- Tools & Test Instruments: Hand Tools, Measuring & Layout Tools, Power Tools, Sockets & Bits, Tool Balancers, Retractors, and Accessories, Tool Storage, Tool Tethering & Dropped-Object Safety, Air Movement, Asphalt Testing, Automotive Testing, Combustion Testing, Concrete Testing, Data Recording, Electrical Power Testing, Electronic/Bench Testing, Indoor Air Quality, Nonelectrical Properties Testing, Pavement Quality, Pressure & Vacuum Measurement, Process Monitoring, Replacement Parts for Construction and Pavement Testing, Temperature and Environmental Measurement.
- Cleaning & Janitorial: Cleaning & Janitorial Equipment & Replacement Parts, Cleaning Chemicals, Cleaning Supplies, Floor Cleaning Machines, Footwear Scrubbers and Sanitizers, Hand and Personal Care, Odor Control Chemicals & Supplies, Paper Product & Dispensers, Waste, Recycling, & Trash Supplies.
- HVAC & Refrigeration: A/C Refrigeration & Supplies, Air Conditioners & Accessories, Air Filters, Air Treatment, Central Equipment, Cooling Fans, Fan Blades & Propellers, HVAC & Refrigeration Replacement Parts, HVAC Controls & Thermostats, HVAC Test Instruments, Heaters, Refrigeration Test Equipment, Ventilation Equipment.
- Metalworking & Fabrication (Machining, Abrasives, & Welding): Clamping, Workholding & Positioning, Cutting Fluids & Coolant Systems, Drilling & Holemaking, Indexable Cutting Tools, Machine & Tool Maintenance, Machinery, Milling, Precision Measuring, Threading, Tool Blanks, Toolholding & Tooling, Turning, Boring, & Grooving, Abrasive Blasting, Abrasive Brushes and Wheel Kits, Abrasive Dressing Products, Abrasive Equipment Replacement Parts, Abrasive Rolls & Kits, Abrasive Sharpening Stones, Cut-Off and Grinding Wheels, Deburring, Flap Wheels, Mounted Points & Kits, Polishing, Sanding Belts & Kits, Sanding Discs and Kits, Sanding Hand Pads and Sponges, Sandpaper & Kits, Specialty Abrasives & Kits, Surface Conditioning Wheels, Tumblers & Media, Air Carbon Arc Cutting & Gouging, Arc Welding, Filler Metals, Fume Extractors & Accessories, Gas Equipment, Plasma Cutting, Plastic Welding, Soldering, Spot Welding, Stud Welding, Weld Cleaning, Welding Cable Grounds, and Accessories, Welding Chemicals, Welding Equipment Replacement Parts, Welding Safety Equipment, Welding Supplies, Welding Tables & Accessories.
- Motors & Power Transmission: AC Motors, DC Motors, Motor Capacitors, Motor Drives & Speed Controls, Motor Maintenance & Accessories, Motor Mounting & Accessories, Motor Mounting Accessories, Motor Replacement Parts, Bearings, Belt & Chain Guides, Tensioners, & Tighteners, Belts & Pulleys, Brakes & Clutches, Bushings, Gearing, Gearmotors, Linear Motion, Power Transmission Equipment Replacement Parts, Roller Chains & Sprockets, Shaft Couplings, Collars and Universal Joints, Speed Reducers, Vibrators.

- **Pneumatics & Hydraulics:** Hydraulic Accumulators, Hydraulic Cylinders & Seals, Hydraulic Equipment Replacement Parts, Hydraulic Filtration, Hydraulic Fittings, Hydraulic Hose Sleeves, Hydraulic Motors, Hydraulic Oil Coolers, Hydraulic Power Tools, Hydraulic Power Units, Hydraulic Pumps, Hydraulic Rams & Tools, Hydraulic Tanks, Hydraulic Valves, Air Compressors, Vacuum Pumps, & Blowers, Cable Reels, Compressed Air Treatment, Pneumatic Equipment Replacement Parts, Pneumatic Motors, Pneumatic System Components, Pneumatic Tools, Pneumatic Tube Fittings, Pneumatic Valves, Vacuum System Components.
- **Material Handling:** Access Ladders, Platforms, & Scaffolding, Dock Equipment, Lifting, Pulling & Positioning, Load Securing, Material Handling Replacement Parts, Scales and Scale Accessories, Storage & Workspace, Structural Framing Systems, Transporting.
- **Packaging & Shipping:** Bags, Equipment, and Accessories, Carton Staples & Staplers, Edge & Corner Packaging Protection, Moving Blankets & Covers, Package Labels & Shipping Equipment, Packaging Tables & Accessories, Packaging Tapes, Dispensers & Machines, Pallets & Accessories, Protective Packaging, Shipping & Mailroom Scales, Shipping Boxes, Pads, and Tubes, Shipping Mailers & Envelopes, Shrink Wrap Films, & Equipment, Strapping, Stretch Wrap.
- **Tapes, Adhesives & Lubricants:** Adhesive & Sealant Dispensing Equipment, Adhesive & Sealant Surface Preparation, Adhesives & Glues, Caulks, Sealants, & Fillers, Concrete and Asphalt, Potting Compounds & Protective Coatings, Putties, Tape, Threadlockers and Gasket Sealants, Anti-Seize Compounds, Fittings and Hose Systems, Grease Feeders and Precision Metering Pumps, Grease Guns, Greases, Lubricant Pumps, Lubricants & Penetrating Lubricants, Lubrication Equipment Replacement Parts, Lubricator Accessories, Mold Release Agents, Oilers Reservoirs, and Sprayers, Oils, Storage & Dispensing Systems.
- **Fleet & Vehicle Maintenance:** Auto Body Repair, Brakes Tires, & Wheels Maintenance, Fleet & Vehicle Maintenance Replacement Parts, Storage, Lifting, Moving, and Protection, Towing & Trailer Equipment, Vehicle Accessories, Vehicle Cleaning Supplies, Vehicle Diagnostics & Inspection, Vehicle Electrical & Battery Power Maintenance, Vehicle Engine, Radiator, & Exhaust Maintenance, Vehicle Heating & Cooling, Vehicle Lighting, Vehicle Lubricants, Vehicle Specialty Tools, Vehicle Steering & Suspension, Vehicle Windshield Maintenance.
- **Lab, Office, & Hospitality Supplies:** Flooring, Food Service and Food Processing, Furniture, Furniture, Hospitality & Food Service Equipment Replacement Parts, Hospitality, Sports & Recreational Equipment, Audio Visual Equipment, Binders & Clipboards, Boards & Easels, Business Cases, Calendars & Planners, Clips, Push Pins, and Rubber Bands, Clock and Time Clock Systems, Computer Supplies & Media, Document Covers, Displays, and Frames, File Folders and Boxes, Flags, Flag Poles, and Accessories, Ink Stamps & Ink Pads, Ink and Toner Cartridges, Laminating and Binding Equipment, Office Cleaners, Office Equipment Replacement Parts, Office Machines & Equipment, Office Organizers, Office Paper & Notebooks, Paper Shredders, Paper Cutters, and Paper Folding Machines, Retail Supplies, Staplers, Tape Dispensers, and Hole Punches, Transparent Office Tape, Writing & Correction, Books & Books Supplies, Classroom Supplies, Decoration, Incentive, Toys, Agricultural Testing, Chromatography, Lab Chemicals, Lab Consumables, Lab Diagnostics, Lab Education & Training, Lab Equipment, Lab Filtration, Lab Fume Hoods and Accessories, Lab Furniture, Lab Instruments, Lab Ovens, Heating and Refrigeration, Lab Storage and Transport, Lab Supply Equipment Replacement Parts, Lab Utensils, Labware, Material Testing Equipment, Microbiology and Molecular Biology Supplies, Particle Sizing, Physical Test Equipment and Accessories, Soil Testing, Water Quality and Purification, Water Testing Equipment and Meters.
- **Pipes, Hose, Tube, & Fittings:** Hose Products, Pipe Products, Tube Products.
- **Plumbing & Pumps:** Bathroom Hardware, Bathtubs, Showers, & Repair Parts, Ceiling Tiles & Accessories, Drains & Drainage, Drinking Fountains, Bottle Fillers, & Water Dispensers, Faucets, Fixtures, Garbage Disposals and Accessories, Gas and Water Line Connectors, Gaskets, Insulation, Liquid Level Gauges and Sight Indicators, Pipe, Tubing and Fittings, Plumbing Hoses, Plumbing Replacement Parts, Plumbing Valves, Sinks, Wash Fountains, & Repair Parts, Toilets, Urinals, and Repair Parts, Water Filtration & Purification Systems, Water Heaters, Water Softeners & Softening Salt, Aeration, Centrifugal Pumps, Chemical Pumps, Circulating Pumps, Flanges, Unions, & Controls, Condensate Pumps & Pan Switches, Condensate Return & Boiler Feed Systems, Coolant Pumps, Diaphragm Pumps, Drum Pumps, Electronics Cooling, Filtration, Flexible Impeller Pumps, Fuel and Oil Transfer Pumps, Machine Tool and Parts Washer Pumps, Marine Pumps, Plunger, Progressive Cavity & Roller Spray Pumps, Pool and Spa Pumps, Pump Accessories, Pump Controls, Pump Replacement Parts, Rotary Pumps, Sump,

Sewage, & Utility Pumps, Test Pumps, Well Pumps & Systems.

- Fasteners, Hardware, & Raw Materials: Anchors, Bolts, Fastener Assortments, Hardware, Hooks, Key Stock, Lanyards, Manuals, Measuring Equipment, Nails, Nuts, Pins, Retaining Rings, Rivets, Safety Lockwire, Screws, Shim and Shim Stock, Socket Screws and Set Screws, Spacers and Standoffs, Staples, Thread Insert, Threaded Rods & Studs, Washers, Braces and Brackets, Door Hardware, Door Hardware Replacement Parts, Drawer and Cabinet Hardware, Garage Door Openers, Hardware Supplies, Hook and Loop Fasteners, Hooks, Magnets and Magnetic Strips, Mounts and Vibration Control, O-Rings & O-Ring Kits, Rubber Edge Trim Seals, Rubber Edging, Springs, Tarps & Tarp Accessories, Wall and Hand Rail Hardware, Window Hardware, Alloy Steel, Aluminum, Assortments, Brass, Bronze, Carbon Steel, Cast Iron, Ceramic, Copper, Cork, Fabrics, Felt, Fiberglass, Foam, Graphite, Plastics, Rubber, Stainless Steel, Tin, Titanium, Tool Steel, Wire Cloth.

- Building & Ground Maintenance: Camping Equipment, Concrete Mixing & Preparation, Crop, Nursery, and Landscaping, Cutting & Pruning Tools, Electrical Generators, Engines, Fencing and Fencing Hardware, Forestry, Hoses and Sprinkler Systems, Insect and Pest Control, Lawn Mower Attachments, Lawn Mowers & Equipment, Outdoor Equipment Replacement Parts, Power Brushes, Yard Vacuums and Leaf Blowers, Pressure Washers and Steam Cleaners, Rakes and Cultivating Tools, Shovels, Tampers and Digging Tools, Snow and Ice Removal, Soil Treatment and Weed Control, Sprayers and Spreaders, Temporary Outdoor Structures, and Accessories, Water Diversion & Erosion Control, Wheelbarrows and Wheelbarrow Accessories, Automotive Paints and Coatings, Exterior Paints & Stains, Floor & Multi Surface Coatings, Interior Paints & Stains, Paint & Coating Applicators, Paint Booths & Accessories, Paint Mixers, Shakers, and Accessories, Paint Sprayers & Accessories, Paint Thinners, Removers, and Cleaners, Paint Trays & Buckets, Paint and Wallpaper Tools, Painting Equipment Replacement Parts, Rook & Leak Coatings, Specialized Paints & Coatings, Spray Paints & Primers, Striping & Marking Paints & Chalks, Surface Protection & Dust Barriers.

Table 148: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments	
71	Facility MRO	☒ Yes ☐ No	North America Grainger provides a comprehensive product and service offering addressing this category.	*
72	Industrial supplies or building materials	☒ Yes ☐ No	North America Grainger provides a comprehensive product and service offering addressing this category.	*
73	Electric, mechanical, fluid, or pneumatic power transmission	☒ Yes ☐ No	North America Grainger provides a comprehensive product and service offering addressing this category.	*
74	Electrical service or lighting	☒ Yes ☐ No	North America Grainger provides a comprehensive product and service offering addressing this category.	*
75	Plumbing or waterworks	☒ Yes ☐ No	North America Grainger provides a comprehensive product and service offering addressing this category.	
76	Services related to the offering of the solutions in Lines 71-75 above	☒ Yes ☐ No	North America Grainger provides a comprehensive service offering addressing categories referenced in Lines 71-75.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Pricing-091422.zip - Tuesday September 13, 2022 10:49:00
 - [Financial Strength and Stability](#) - Financial Strength.zip - Tuesday September 13, 2022 09:02:00
 - [Marketing Plan/Samples](#) - Marketing Plan.zip - Tuesday September 13, 2022 09:02:38
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Table 9_Q46 Sourcewell Grainger Warranty .pdf - Tuesday September 13, 2022 09:02:51
 - [Standard Transaction Document Samples](#) - Standard Transaction Documents.zip - Tuesday September 13, 2022 09:03:01
 - [Upload Additional Document](#) - Additional Documents.zip - Tuesday September 13, 2022 09:03:12

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Facility_MRO_Supplies_RFP_091422 Wed August 24 2022 02:50 PM	☒	1
Addendum_4_Facility_MRO_Supplies_RFP_091422 Wed August 17 2022 02:11 PM	☒	2
Addendum_3_Facility_MRO_Supplies_RFP_091422 Mon August 1 2022 09:35 AM	☒	1
Addendum_2_Facility_MRO_Supplies_RFP_091422 Fri July 29 2022 03:22 PM	☒	2
Addendum_1_Facility_MRO_Supplies_RFP_091422 Thu July 28 2022 04:35 PM	☒	1



Memorandum

Date: March 25, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 250121-N-PH, Single Source Purchase of Ford Original Equipment Manufacturer (OEM) Automotive Parts and Services (**Tom Funcheon Public Works Director, Derrick Harris Fleet Operations Coordinator, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 250121-N-PH, Single Source Purchase of Ford Original Equipment Manufacturer (OEM) Automotive Parts and Services to Karl Flammer Ford for the period of April 1, 2025 through March 31, 2026 in an estimated annual amount of \$125,000.00 for the Public Works Department – Fleet Maintenance Division. Purchase orders will only be issued against approved budgets.

Background

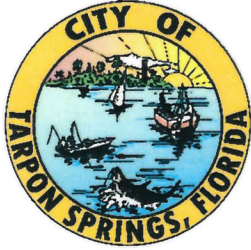
The purpose of this contract is to provide Ford OEM parts and service for city cars, vans, SUVs and light trucks (under F550). Karl Flammer Ford is the local authorized Ford parts and service dealer (see attached memo). Approximately \$80,000.00 has been expended since April 1, 2024.

Funding

Funding will be identified as parts and services are needed.

Strategic Plan Objective

N/A



City of Tarpon Springs, Florida

Public Works Dept.
325 E. Pine Street
Tarpon Springs, FL 34689
(727) 942-5606

To: Janina Lewis, Procurement Director

Through: Tom Funcheon, Public Works Director 

From: Derrick Harris, Fleet Operations Coordinator

Date: March 11, 2025.

Re: Authorize Contract File No. 250121-N-PH of Karl Flammer Ford for OEM Parts & Services

Recommendation:

Authorize Contract File No. 250121-N-PH, for OEM, Parts & Services to Karl Flammer Ford. Effective April 1, 2025 through March 31, 2026, in an estimated annual amount of \$125,000, for the Public Works Department – Fleet Maintenance Division (Fleet).

Background:

Karl Flammer Ford provides OEM parts and services for City-owned vehicles. Their shop's proximity to our facility allows for quick turnaround times, ensuring timely maintenance and repairs that are essential for public safety and the safety of City staff who operate these vehicles.

Funding:

Funding will be determined as orders are placed.



Project Administration Department

324 East Pine Street
Tarpon Springs FL 34689
(727) 942-5638

Memorandum

Date: March 25, 2025
To: Mayor, Board of Commissioners, and City Manager
Through: Bob Robertson, Project Administration Director
From: P.J. Harbert, Grant Project Specialist
Cari Rupkalvis, Library Director
Subject: 24-PLC-16 Tarpon Springs Public Library Construction Grant Agreement Amendment

Recommendation

Approval is recommended for the Mayor or his designee per City resolution to execute a standard grant agreement amendment with the Florida Department of State. The purpose of this amendment is to extend the length of the agreement from 06/01/2025 until 09/29/2025.

Summary

Through the proposed amended agreement, the Florida Department of State has agreed to amend the length of the original grant agreement to 09/29/2025 in order to complete construction. This does not require any budgetary changes on behalf of the City or the State.

The amended agreement document is attached.

The City Attorney has reviewed this document.

**PUBLIC LIBRARY CONSTRUCTION GRANT
AMENDMENT NUMBER 2 TO THE AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
Tarpon Springs Public Library**

This Amendment is to the Public Library Construction Grant Agreement between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the DIVISION, and the City of Tarpon Springs for and on behalf of Tarpon Springs Public Library, hereinafter referred to as the "Grantee."

The parties entered into a grant agreement dated 02/13/2024, for implementation of a Public Library Construction Grant. The parties now mutually desire to amend certain terms and conditions of the amended grant agreement.

In consideration of the covenants contained herein, it is agreed as follows:

1. All sections of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.
2. The following sections are hereby revised:

Original Length of Agreement

7/1/2023 - 06/01/2025

Amended Length of Agreement

7/1/2023 -9/29/2025

Additional Conditions

3. This amendment shall be effective upon execution by both parties.

THE GRANTEE

DEPARTMENT OF STATE

By: _____

Authorized Official for the Grantee

By: _____

Amy Johnson, Director
Division of Library and Information Services
Department of State, State of Florida

Typed name and title

Date

Date

Witness

Witness

Date

Date



Memorandum

Date: March 25, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 250149-C-PH, Tires with Related Equipment (**Tome Funcheon Public Works Director, Derrick Harris Fleet Operation Coordinator, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 250149-C-PH, Tires with Related Equipment, utilizing the Sourcewell Contract No. 082521-MLN with Boulevard Tire Center in an estimated amount not to exceed \$55,000.00 effective April 2, 2025 through November 4, 2025, for the Public Works Department – Fleet Maintenance.

Background

On November 2, 2021, Sourcewell awarded the contract for Tires and Related Equipment to Michelin North America, Inc. The purpose of this contract is to provide tires and related equipment for vehicles, heavy equipment and fire apparatus. The local approved supplier under this contract is Boulevard Tire Center (see attached memo).

The Sourcewell contract is a competitively bid cooperative contract created under the laws of the State of Minnesota that offers cooperative procurement solutions to government entities located in the United States and Canada.

Funding

Funding will be identified at the time orders are placed.

Strategic Plan Objective

N/A



City of Tarpon Springs, Florida

Public Works Dept.
325 E. Pine Street
Tarpon Springs, FL 34689
(727) 942-5606

To: Janina Lewis, Procurement Director

Through: Tom Funcheon, Public Works Director 

From: Derrick Harris, Fleet Operation Coordinator

Date: March 17, 2025

Re: Authorize File No. 250149-C-PH, Tires with Related Equipment

Recommendation:

Authorize File No. 250149-C-PH, Tires with Related Equipment, utilizing Sourcewell Contract No. 082521-MLN with Boulevard Tires, LLC. Effective April 2, 2025, through November 4, 2025, in an estimated amount of \$55,000, for the Public Works Department- Fleet Maintenance Division (Fleet).

Background:

Boulevard Tires is utilized to replace our heavy-duty tires and related equipment due to their reliable parts availability, competitive pricing, and onsite service. Boulevard Tires helps streamline our tire repair and replacement processes, reducing downtime for both vehicles and City staff.

Funding:

Funding will be determined as orders are placed.

**Solicitation Number: RFP #082521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Michelin North America Inc., 1 Parkway South, Greenville, SC 29615 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Tires with Related Equipment and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 4, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

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

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 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 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

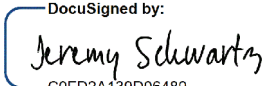
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

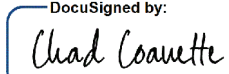
Michelin North America Inc.

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
10/28/2021 | 1:57 PM CDT
Date: _____

DocuSigned by:

A806639F8DB9447...
By: _____
David Chapman
Title: Director Government and Defense
11/2/2021 | 7:59 AM CDT
Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
11/2/2021 | 8:06 AM CDT
Date: _____

RFP 082521 - Tires with Related Equipment and Supplies

Vendor Details

Company Name: Michelin North America Inc.
1 Parkway S.
Address: Greenville, SC 29615
Contact: Kelly Adams
Email: kelly.adams@michelin.com
Phone: 864-630-3979
HST#:

Submission Details

Created On: Thursday August 05, 2021 12:41:40
Submitted On: Tuesday August 24, 2021 16:06:42
Submitted By: Kelly Adams
Email: kelly.adams@michelin.com
Transaction #: e08c35a9-77bd-4d0f-91b0-99f4420efcf9
Submitter's IP Address: 165.1.225.92

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Michelin North America, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	There are no subsidiary entities included in this proposal. However, the following brands of Michelin products will be included in the offer: Michelin, BFGoodrich, Uniroyal, Kleber, and Megamile.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Michelin, Michelin NA, BFGoodrich, Uniroyal, MRT (Michelin Retread Technologies), Kleber, and Megamile Retread	*
4	Proposer Physical Address:	1 Parkway South Greenville, SC 29615	*
5	Proposer website address (or addresses):	michelinman.com bfgoodrichtires.com uniroyaltires.com michelintruck.com bfgoodrichtrucktires.com uniroyaltrucktires.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	David Chapman, Director, Government and Defense 1 Parkway South, Greenville, SC 29615 david.chapman@michelin.com 202.423.1571	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kelly Adams Government Contract Key Account Manager 1 Parkway South, Greenville, SC 29615 kelly.adams@michelin.com 864.630.3979	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Alvin Carr, Civilian Government Account Manager 1 Parkway South, Greenville, SC 29615 alvin.carr@michelin.com 919.522.8935	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1889, Michelin has innovated constantly to facilitate the mobility of people and goods, thus contributing to the advancement of human progress. Today, Michelin is the leader in tire technology for every type of vehicle, leveraging its expertise in high-tech materials to deliver services and solutions that increase travel efficiency and products that enable customers to enjoy unique mobility experiences. Headquartered in Greenville, S.C., Michelin North America employs more than 20,000 people and operates 19 major manufacturing plants in the U.S. and Canada. Our Values RESPECT FOR CUSTOMERS We innovate relentlessly for the success of our customers and set our priorities accordingly. RESPECT FOR PEOPLE We care for every person inside and outside our company and earn their trust through our integrity. RESPECT FOR ENVIRONMENT We are all interdependent and take action for the sustainable development of our partners, the society and the planet. RESPECT FOR FACTS We utilize facts to learn, honestly challenge our beliefs and guide our actions with agility.
10	What are your company's expectations in the event of an award?	With this award, we expect to increase our market share by providing government agency access to the Michelin brand in those states where we currently are not on state contract e.g., New York, California, Michigan, and Ohio. Our goal would be to grow our overall sales by 10% the first full year on the Sourcewell contract.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Despite an environment shaped by a major health crisis, Michelin teams have helped deliver a 19.6% increase in sales the first half of 2021. Attached is Michelin's financial report for the first half of 2021. What follows is our credit ratings in 2020: Standard & Poor's 2020 Credit Ratings: Short-term: A-2 Long term: A- Outlook: STABLE
12	What is your US market share for the solutions that you are proposing?	Our overall U.S. market share is approximately 20%.
13	What is your Canadian market share for the solutions that you are proposing?	Our Canadian market share is about 20%
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Our business has never petitioned for bankruptcy protection.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Michelin North America, Inc is a manufacturer and a service provider that directly employees more than 250 sales professionals in North America. Michelin manufactures a wide range tires, tracks, and other mobility solutions. We also provide various fleet management services ranging from emergency roadside services, tire leasing/maintenance programs, vehicle tracking/monitoring, etc. We sell our products and services in one of two ways (depending on the needs and capabilities of the end-user): a) Michelin sells directly to fleets/end-users to include large government agencies and educational entities. b) Michelin sells to a network of independently-owned tire/vehicle dealers that cover the entire US and Canada. Our network of dealers has their own sales and service personnel. Michelin partners with these independent dealers to provide needed products and services at the local level.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Not applicable
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	#3 World's Most Admired Company in the Motor Vehicles Parts by Fortune Magazine in 2021 #1 Top Tire Manufacturer by Fortune Magazine in 2020 Ranked in the top 500 Companies for Most Diverse Place to Work by Forbes in 2020 #13 Minority Engineer Magazine Top 50 List in 2021 Ranked in the Top 50 Employers by Women Engineer in 2020. #24 Forbes Best Employers for New College Grads in 2020 #10 Forbes America's Best Large employer in 2019 #2 in the top 100 most diverse and inclusive organizations globally from Thomson Reuters Ranked in the Top 50 Companies for Women to work for in Transportation (named by WIT) in 2019 Fortune Global 500 list 2020 #28 STEM Workforce Diversity Top 50 List in 2020	*
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 1% of our North America sales is generated from the governmental sector.	*
20	What percentage of your sales are to the education sector in the past three years	Approximately 10% of our government sales are to the education sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	The annual sales of each of the following Michelin contracts average over 2,000 units over the past three years. State of AL FL Sheriffs Association State of GA State of KS State of MS State of NC NC Sheriffs Association TX BuyBoard Commonwealth of PA State of SC State of UT VA Sheriffs Association OMNIA Partners	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Michelin is not currently on the General Services Administration contract. Michelin does have a Standing Offer with the Canadian Federal Government.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Phoenix	Amanda Cook - Contract Specialist	602-262-6941	*
City of Virginia Beach	Ekaterina Andujar - Procurement Specialist	757-385-4438	*
City of Los Angeles	Brillando Valmonte - Automotive Commodity Group Supervisor	213-928-9546	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Not disclosed	Government	California - CA	Replacement tires, retreads, and tire related services.	14,022 units sold over the past three years	\$4.2 million	
Not disclosed	Government	Texas - TX	Replacement tires, retreads, and tire related services.	7,590 units sold over the past three years	\$2.5 million	*
Not disclosed	Education	Nevada - NV	Replacement tires, retreads, and tire related services.	5,952 units sold over the past three years	\$2 million	*
Not disclosed	Government	Arizona - AZ	Replacement tires, retreads, and tire related services.	6,315 units sold over the past three years	\$3 million	*
Not disclosed	Government	California - CA	Replacement tires, retreads, and tire related services.	24,918 units sold over the past three years	\$6 million	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
25	Sales force.	Michelin employs a fulltime sales force which consists of more than 250 sales professionals located throughout the U.S. and Canada committed to customer satisfaction and recommending the best solutions for Michelin customers. Additionally, Michelin employs a team of field engineers to provide additional technical support and training as needed.	*
26	Dealer network or other distribution methods.	Michelin has a robust distribution network that service the replacement tire market throughout North America. Michelin's distribution has three key objectives: • Work closely with competitive distribution networks on their markets to provide the right response to consumers' needs. • Promote our expertise in distribution and proactively contribute to developing our distributor customers' businesses. • Enhance Michelin's focus on customer service by providing operational insight from the field. Additionally, Michelin's extensive distribution network includes the wholesaler National Tire Wholesale, one of the top three wholesalers in the region, that operates under brands including Big O, Tire Kingdom and Mitas.	*
27	Service force.	Our dealer network offers a complete range of services, including repairs, inspection and alignments, MICHELIN ONCall™ 24/7/365 emergency road service (ERS), and MICHELIN® TIRE CARE™ preventive tire monitoring. Fleets receive consistent service from highly trained technicians, professional equipment, and casing management, all ensured by rigorous certification and audit standards. Network dealers will provide consistent supply of new tires and retreads and 24/7/365 service.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell's participating entities will either submit a purchasing order to their local Michelin servicing dealer or call in their order to their local dealer. The dealer will deliver the product or products purchased and file a claim with Michelin describing the details of the transaction in order to receive credit from Michelin for the sale. That credit includes, but not limited to, delivery commissions and F.E.T. credit from Michelin.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Services for all Sourcewell participating entities are performed by our Michelin independent network. There are over 2,000 commercial servicing dealers across the U.S. with over 800 Michelin Commercial Service Network (MCSN) dealers that participate in the Michelin Government Sales program. Our network goal is to contact the customer within 24 business hours regarding billing tire orders. Dealers receive delivery commissions for products delivered to Sourcewell participating entities.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	With 19 major Michelin manufacturing plants and a nationwide dealer network, Michelin is well positioned to provide products and services to Sourcewell participating entities in the U.S. and Canada. Michelin also operates 77 retread plants across North America and all Michelin retreaders follow a consistent, highly audited, nine-step manufacturing process to deliver uniform results. Michelin retreads are designed for the sole purpose to help your fleet maximize its tire assets.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Products and services will be provided to Sourcewell participating entities in Canada and the Sourcewell contract will be promoted where there is not already an established direct relationship with the entity and Michelin.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no identified geographic areas in the United States or Canada that would not be fully serviced.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Michelin plans to promote the Sourcewell contract to all eligible participating entity sectors in the U.S. and Canada.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no contract requirements or restrictions specific to entities in Hawaii, Alaska, and in US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	This would be seen as a partnership so we would work to advertise, not only Michelin, but Sourcewell to our Dealers and account managers. We would also develop marketing content that can be shared on Sourcewell's website, as well as provide content for trade events/exhibits and email marketing.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Michelin utilizes our social channels, which consist of Facebook, Instagram, Twitter, and LinkedIn. Primarily with partnerships, we utilize LinkedIn. We leverage marketing cloud to help provide enriched content based on purchase history, fleet segmentation, and product interests.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Once awarded the contract, a Sourcewell participating entity would inform the servicing dealer that they are a member of Sourcewell to utilize the contract. From Sourcewell's role, we would ask that the listing of participating entities be updated on a regular basis.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	This is a dealer driven type transaction so the e-procurement process would be predicated upon the servicing dealer.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Michelin provides value added services through a team of field engineers who can provide customers with technical application recommendations, training on tire selection and maintenance and fleet inspection assistance. This service is usually offered to Michelin customers who are actively using products and are routinely visited by field sales personnel. It is possible to attend Michelin training seminars which are generally offered to Michelin customers via the sales force account manager, typically costs associated with such training participation will be shared between Michelin and the customer.	*
40	Describe any technological advances that your proposed products or services offer.	The keys to Michelin's product differentiation are our expertise in high-tech materials (polymers, biomaterials, recycling, rubber products, etc.) and cutting-edge industrial processes like 3D metal printing. Michelin equips 90% of its truck tires with radio-frequency identification chips to help fleets locate and monitor their supply in the warehouse and on the road. Michelin has also developed a design called Regenion Tread Sculpture, which uses alternating channel grooves that displace water more efficiently as the tire wears for better grip and braking on wet roads. With Michelin products, the customer will come to appreciate the cost return of investing in a high-quality tire.	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Michelin has committed to reduced consumption of natural resources by using durable technologies to develop tires which can be retreaded multiple times (Michelin Retread Technologies), offering the industry a tremendous saving on disposal and waste processing. Energy line of tire products which are certified by the EPA using the "Smartway Testing" to verify a tires ability to meet higher levels of performance with fuel efficiency.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Energy line of tire products which are certified by the EPA using the "Smartway Testing" to verify a tires ability to meet higher levels of performance with fuel efficiency. Michelin is using more plant-based products to serve as replacements for traditional minerals (oil/carbon) which will limit depletion and reduce carbon emissions	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Michelin does not possess nor qualify for any of these certifications.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Globally recognized leader in the tire industry, dedicated to highest quality of product and service. Reputation as the standard in the industry for helping customers to get the most from their investment. Michelin Fleet Solutions can provide a customized offer to assist fleets with servicing/maintenance of tires from cradle to grave.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	No. The Michelin Truck Tire Limited Warranty applies to manufacturing defects of the tire itself, and is not extended to other components or labor. MICHELIN Truck Tires bearing the Michelin name and complete serial or identification numbers, used according to the instructions contained in this Operator's Manual, are covered by the Michelin limited warranty against defects in workmanship and materials for original tread life, or 7 years from the date of purchase, whichever occurs first. If no proof of purchase is available, coverage will be based on the date of manufacture as referenced in Definitions below. At that time, all warranties, express or implied, expire.
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, there are restrictions and limitations, but they are typical in the tire industry and are not considered to be adverse. The Michelin Truck Tire Limited Warranty defines conditions that are not covered under warranty. Tires which become unserviceable due to the following conditions are not covered by warranty: Road hazard injury (e.g., a cut, snag, bruise, impact damage or puncture); Incorrect mounting of the tire, tire/wheel imbalance, improper retread or improper repair; Misapplication, improper maintenance, racing, overload, under inflation, over inflation or other abuse resulting in casing damage or fatigue; Accident, fire, chemical corrosion, contamination, tire alteration or vandalism; Flat spotting caused by improper storage; The addition of liquid, solid or gaseous materials other than air, nitrogen or carbon dioxide; Uneven or rapid wear caused by mechanical irregularity in the vehicle, such as wheel misalignment or worn/damaged suspension components, resulting in damage to the under-tread, carcass or steel belts. Note, "ozone", or "weather cracking" is not excluded and therefore, it is covered under warranty, which is unique to the truck tire industry.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Warranties are for manufacturing defects so the warranty repairs would not be included. Because of the quality of Michelin products, our warranty claims are a rarity. Warranty claims represent less than 1% of sales.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcwell participating entities in these regions be provided service for warranty repair?	No. For warranty assistance, the participating entity should contact a Michelin Truck Tire Retailer listed in the dealer locator found on www.michelintruck.com . If additional assistance is required, the participating entity should contact Michelin Consumer Care at 888-622-2306.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	No other manufacturer items are covered by this proposal.
50	What are your proposed exchange and return programs and policies?	A tire which becomes unserviceable due to a condition covered by the workmanship and materials limited warranty will be replaced with a comparable new MICHELIN Truck Tire, for a pro rata charge. The Michelin Truck Tire Retailer will determine the charge by multiplying the percentage of the original usable tread worn by the current selling price at the adjustment location or the price on the current MICHELIN Truck Tires Base Price List, whichever is lower.
51	Describe any service contract options for the items included in your proposal.	Michelin does not provide a service contract option for tires.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
52	Describe your payment terms and accepted payment methods?	First 15th Prox. terms which is an average of 30 day terms - all invoices in a given month are due on the 15th of the following month.
53	Describe any leasing or financing options available for use by educational or governmental entities.	Michelin does offer a customize tire lease program. However, the program is not included in this offer.
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Michelin requires each dealer to use a Government Sales Support Claims Form to verify each sales transaction with the Sourcwell participating entity. The claim form will include information that identifies the entity, the number of units sold, and the price of each unit. The dealer is required to certify the accuracy of the contents on the claim form. A copy of the claim form is in the attachment area of this submission.
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	P-card procurement and payment process is accepted by our dealer network. There is typically no additional cost to Sourcwell participating entities for using this process.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	This offer includes Michelin's full line of products discounted off base price at a product category basis. See attachment for more details.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We are offering specific discounts for each category of product. Examples: Truck Tires - 60% Passenger/Light Truck Tires - 50% Agriculture - 47% Earthmover & Industrial - 40% Retreads - 50% Tweel - 47%	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts or rebates are not included in this offer.	*
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Because of our focus on the Michelin brand, we do not currently provide/facilitate sourced products or related services on a level of expectation that we would want to deliver to the customer.	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The pricing we provide is strictly the price for the tire itself. Once awarded the contract, Sourcwell participating entities will become Michelin customers. As such, we provide our customers with engineering support and tire performance reviews on an as needed basis at no additional cost. This is to help our customers maximize the value of the Michelin family of products.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to the Sourcwell participating entities for freight, delivery, or shipping.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	There is no additional cost to the Sourcwell participating entities for freight, delivery, or shipping.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Sourcwell participating entities will have the option of on-site delivery or service at the servicing Deliver (point of sale).	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sourcwell's pricing offer will be better than that offered to GPOs, regional cooperative procurement organizations, or any single government entity or school district.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	Michelin's network of dealers are required to file government sales claims for each government sales transaction in the Michelin b2b website in order to get credit for their delivery commission and F.E.T. reimbursement. To successfully complete the on-line claims form, the dealer must include the price at which they sold the tire which has to match the Sourcwell contract pricing that will be uploaded in our system. The dealer will also be required to select Sourcwell as their referencing contract in the claims process. We are then able to create reports from the dealer's on-line input that will give us sufficient detail to support our ability to report quarterly sales to Sourcwell.	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	1. Units sold – tracked with our monthly government sales report. 2. Dealer utilization rate – also tracked using monthly report 3. Number of unique Sourcwell participating entities using the contract – tracked by same monthly report	*
67	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1.50% of sales under this contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Michelin offers new tires for every type of vehicle including airplanes, automobiles, bicycles, earthmovers, farm equipment, heavy-duty trucks and motorcycles. We also offer airless tires for certain off-road equipment, to include golf carts, ATV's, etc. These tires offer the advantage of no flats resulting in reduced downtime. Additionally, to maximize the Customers assets, we offer state of the art Retreads. Our Retreads follow a consistent, highly audited, nine-step manufacturing process to deliver uniform results. With a Michelin retread, you're getting a high-quality retread that's smart for your budget and environmentally friendly.
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Energy product line offers fuel efficiency. Durable casing technology offers multiple retread capability. Wide based tire innovator replaced two tires with a single tire capable of offering fuel and servicing advantages in addition to vehicle performance advantages. Michelin Commercial Service Network offers commercial customers with highly trained technicians who can service Michelin products and also offer a 24/7 emergency road service assistance.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	On-Road Vehicles *	Off-Road Vehicles *	Equipment *	Tractors *	Trailers *	Implements *	Comments
70	New tires	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No	
71	Retread tires	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No	
72	Pneumatic tires	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No	
73	Solid rubber tires	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	
74	Tires composed of other polymeric compounds	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	
75	Tubes, stems, rims, wheels, and related equipment and supplies	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No	

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 76. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

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

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

- [Pricing](#) - Michelin Proposed Price List_Sourcewell RFP 082521.pdf - Tuesday August 24, 2021 15:15:40
- [Financial Strength and Stability](#) - Financials.pdf - Thursday August 19, 2021 12:56:51
- [Marketing Plan/Samples](#) - Dealer Sales Support Toolbox .pdf - Thursday August 19, 2021 12:43:26
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Michelin_Truck_Warranty.pdf - Thursday August 19, 2021 12:59:14
- [Standard Transaction Document Samples](#) - Transaction Form .pdf - Thursday August 19, 2021 12:46:25
- [Upload Additional Document](#) - MCSN and Travel Plaza map.pdf - Thursday August 19, 2021 15:20:50

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kelly Adams, Government Contract Account Manager, Michelin North America, Inc.

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Tires_RFP_082521 Tue August 10 2021 02:49 PM	☒	1
Addendum_2_Tires_RFP_082521 Sun August 8 2021 10:06 PM	☒	2
Addendum_1_Tires_RFP_082521 Thu August 5 2021 03:32 PM	☒	1



Memorandum

Date: March 25, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 250141-B-PH, Fire Extinguisher and Hood Suppression Services (**Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 250141-B-PH, Fire Extinguisher and Hood Suppression Services, to Cintas Corporation No. 2, in an annual amount not to exceed \$30,000.00 for the period of March 25, 2025 through March 24, 2030 for the Public Works Department – Facilities Maintenance Division.

Background

The purpose of this contract is to provide fire extinguisher and hood suppression services at various City locations and vehicles, and service and inspections of four (4) fire suppression hood systems.

On March 3, 2025, Procurement Services issued ITB No. 250141-B-PH for Fire Extinguisher and Hood Suppression Services. This contract was competitively bid, broadcast to 520 suppliers, and the City received one (1) response.

Funding

Funding will be identified as services are performed.

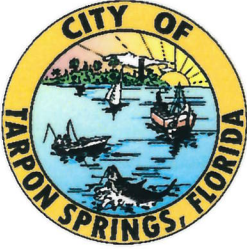
Strategic Plan Objective

N/A

BID PROPOSAL TABULATION/CITY OF TARPON SPRINGS Note: This is a preliminary summary. THIS IS NOT AN AWARD			OPENED: March 13, 2025; 3:00 p.m. (EST)			BID TITLE: 250141-B-PH Fire Extinguisher and Hood Suppression Services			READ BY: Patty Hall TABBED BY: Patty Hall DEPT: Facilities Maint.		
ITEM/ QUANTITY	DESCRIPTION	BIDDER>>>	Cintas			XXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXX		
			EST. QTY.	UNIT	TOTAL EST.	EST. QTY.	UNIT	TOTAL	EST. QTY.	UNIT	TOTAL
1	Regular Annual Inspection and Maintenance for Portable Fire Extinguishers		475	\$6.00	\$2,850.00	475		\$0.00	475		\$0.00
2	5# ABC Recharge, includes Chemical, Tag & Seal		115	\$55.00	\$6,325.00	115		\$0.00	115		\$0.00
3	10# ABC Recharge, includes Chemical, Tag & Seal		10	\$65.00	\$650.00	10		\$0.00	10		\$0.00
4	5# ABC, Six Year Maintenance & Recharge		65	\$55.00	\$3,575.00	65		\$0.00	65		\$0.00
5	10 #ABC, Six Year Maintenance & Recharge		15	\$65.00	\$975.00	15		\$0.00	15		\$0.00
6	20# ABC, Six Year Maintenance & Recharge		5	\$85.00	\$425.00	5		\$0.00	5		\$0.00
7	30# Class D, Six Year Maintenance & Recharge		2	\$160.00	\$320.00	2		\$0.00	2		\$0.00
8	Hydrostatic Test, 12 Years, 5# ABC		15	\$65.00	\$975.00	15		\$0.00	15		\$0.00
9	Hydrostatic Test CO2, 5#		2	\$65.00	\$130.00	2		\$0.00	2		\$0.00
10	Hydrostatic Test CO2, 10#		1	\$75.00	\$75.00	1		\$0.00	1		\$0.00
11	Hydrostatic Test, 12 Years, 10# ABC		5	\$75.00	\$375.00	5		\$0.00	5		\$0.00

12	Hydrostatic Test, 12 Years, 15# ABC		1	\$75.00	\$75.00	1		\$0.00	1		\$0.00
13	Hydrostatic Test, 12 Years, 20# ABC		3	\$95.00	\$285.00	3		\$0.00	3		\$0.00
14	Hydrostatic Test on 6 Liter K-class		1	\$215.00	\$215.00	1		\$0.00	1		\$0.00
15	5# ABC Extinguisher, New, Furnished, Installed & Certified		10	\$91.00	\$910.00	10		\$0.00	10		\$0.00
16	5# Cabinet with Cover and Lock, New, Furnished & Installed		2	\$60.00	\$120.00	2		\$0.00	2		\$0.00
17	10 # ABC Extinguisher, Furnished, Installed & Certified		1	\$101.00	\$101.00	1		\$0.00	1		\$0.00
18	Recharge CO2 15#		2	\$85.00	\$170.00	2		\$0.00	2		\$0.00
19	5# ABC Extinguishers, New (Purchase Only)		45	\$75.00	\$3,375.00	45		\$0.00	45		\$0.00
20	10# ABC Extinguishers, New (Purchase Only)		3	\$85.00	\$255.00	3		\$0.00	3		\$0.00
21	15# ABC Extinguisher, New (Purchase Only)		1	\$85.00	\$85.00	1		\$0.00	1		\$0.00
22	20# ABC Extinguishers, New (Purchase Only)		1	\$200.00	\$200.00	1		\$0.00	1		\$0.00
23	Spring Brackets for Vehicles		40	\$15.00	\$600.00	40		\$0.00	40		\$0.00
24	Recharges, CO2		20	\$95.00	\$1,900.00	20		\$0.00	20		\$0.00
25	Semi-Annual Inspection of Hood Systems		9	\$150.00	\$1,350.00	9		\$0.00	9		\$0.00

26	Cleaning of Hood Systems on an as determined basis		4	\$350.00	\$1,400.00	4		\$0.00	4		\$0.00
TOTAL			\$27,716.00			\$0.00			\$0.00		



**Public Works Department
Office of the Director**

Tom Funcheon
Public Works Director

To: Janina Lewis, Procurement Services Director
From: Tom Funcheon, Public Works Director 
Date: March 25, 2025
Subject: Award File No. 250141-B-PH, Fire Extinguisher and Hood Suppression Services

Recommendation:

We recommend Award File No. 250141-B-PH, Fire Extinguisher and Hood Suppression Services, to Cintas Corporation No. 2, in an annual amount not to exceed \$30,000.00 for the period of March 25, 2025, through March 24, 2030, for the Public Works Department – Facilities Maintenance Division

Background:

The purpose of this contract is to provide fire extinguisher and hood suppression services at various City locations, vehicles, service and inspections of four (4) fire suppression hood systems.

Funding: Funding will be identified as services are performed



CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615

INVITATION TO BID

FIRE EXTINGUISHER AND HOOD SUPPRESSION SERVICES

FOR THE CITY OF TARPON SPRINGS

Date: March 3, 2025

Bid No.: 250141-B-PH

Sealed bids will be received electronically by the City of Tarpon Springs, Procurement Services, 324 East Pine Street, Tarpon Springs, FL 34689, documents can be obtained from the Bonfire website at <https://ctsfl.bonfirehub.com/opportunities>, all documents and attachments must be uploaded by the date and time indicated:

3:00 p.m., March 13, 2025

at which time bids will be publicly opened and read aloud for:

Fire Extinguisher and Hood Suppression Services for the City of Tarpon Springs

Bids and all addenda shall be available only through <https://ctsfl.bonfirehub.com/opportunities>).

Instructions to Bidders

Submission and Receipt of Bids

Submitting electronically through the online procurement services of BonfireBidder.

Bidders who are E-Bidding for the first time, the City of Tarpon Springs uses a Bonfire procurement portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://vendorsupport.gobonfire.com/hc/en-us>.

Submissions received after the ITB Due Date and time shall not be considered. It is the sole responsibility of the Bidder to ensure that its solicitation response is uploaded before such date and time. Tarpon Springs Procurement Services shall not be responsible for delays caused by any power outages or internet failures. No exceptions will be made.

Note: It is strongly recommended to upload your response in adequate time to assure that it will post on the day prior to the closing date.

Preparation of Bids

Bids will be prepared in accordance with the following:

- a. The enclosed Bid Form is to be used in submitting your bid. All information required by the Bid form shall be furnished. The bidder shall print or type its name and manually sign the schedule and each continuation sheet on which an entry is made. Bids having any erasures or corrections must be initialed by the bidder in ink. Bids shall be signed in ink. All bid amounts shall be typewritten or filled in with ink.
- b. Electronic Signatures. The Bid documents may be executed with an electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this bid and shall be treated in all respects as an original handwritten signature.
- c. All bids must be signed with the firm's name and by an officer or employee having authority to bind the company or firm by vendor's signature.
- d. Unit price shall be shown and where there is an error in extension of price, the unit price shall govern.
- e. Proposed service/delivery times must be shown and shall include Saturdays, Sundays, and Holidays (if applicable).
- f. Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- g. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, services as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as result of failure or omission on the part of the bidder to make the necessary examinations and investigations or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of City or the compensation to the vendor.
- h. Bidders are advised that all City contracts are subject to all legal requirements provided for in any Procurement Resolutions or Policies of City and State and Federal Statutes.
- i. The bidder shall retain a copy of all bid documents for future reference.

Explanations to Bidders

All questions or requests for additional information are required to be in writing and may be e-mailed to purchasing@ctsfl.us.

Questions must be submitted, in writing, not later than March 7, 2025.

Any verbal responses to questions or changes or additions to the Scope of Services or any part of this ITB shall not be binding on the City or its representatives. Only changes or additions made by Addenda issued by the City of Tarpon Springs through <https://ctsfl.bonfirehub.com/opportunities> should be considered for your bid submittal.

Compliance

Failure to comply with the ITB in full may be cause for rejection of bid. Bids must conform to the scope of services and terms and conditions. Bids must be returned on the forms provided. Nonconformance with these instructions is grounds for rejection of bid.

Rejection of Bids

The City reserves the right to accept or reject any and all bids or parts of bids, waive minor informalities, and request rebids on the material or services described in the ITB.

Ex Parte Communication. In order to ensure fair evaluation of bids, ex parte communication initiated by bidders is prohibited from the time the responses are opened until a final decision has been made. No bidder may initiate communication with any City Commissioner or any City official, staff, or employee who is participating in the evaluation process. Any and all communication initiated by a bidder after the responses are opened must be in writing to:

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director
City of Tarpon Springs
Procurement Services
PO Box 5004
Tarpon Springs, FL 34688-5004
727-937-1766 Fax
jlewis@ctsfl.us.

The City may, however, initiate communication with any bidder in order to obtain additional information or clarification necessary for fair evaluation of their bid. Ex parte communication initiated by a bidder may disqualify that bidder from consideration for this or future ITBs.

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director

JL:ph

SECTION 1 - INSTRUCTIONS

1.1 COMMENCEMENT OF WORK. If bidder begins any billable work prior to the City's final approval and execution of the contract, bidder does so at its own risk.

1.2 RESPONSIBILITY TO READ AND UNDERSTAND. Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page one (1). The City is not responsible for and will not pay any costs associated with the preparation and submission of the bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after time specified for opening of bids may not be considered. The City will not be responsible for any bidder errors or omissions.

1.3 FORM AND CONTENT OF BIDS. Unless otherwise instructed or allowed, bids shall be submitted on the forms provided. An original and the designated number of copies of each bid are required. Bids, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the bid is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that an electronic copy of the bid be submitted. The bid must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the bid.

1.4 SPECIFICATIONS. Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Alternates will be considered upon demonstrating the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics. Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name, product, is on the bidder. The City reserves the right to reject bids that the City deems unacceptable.

1.5 MODIFICATION/ WITHDRAWAL OF BID. Written requests to modify or withdraw the bid received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the bid and marked as a MODIFICATION or WITHDRAWAL of the bid. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any bid security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.

1.6 DEBARMENT DISCLOSURE. If the vendor submitting this bid has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the bidder shall include a letter with its bid identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment.

1.7 RESERVATIONS. The City reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any bid. The City may seek clarification of the bid from bidder at any time, and failure to respond is cause for rejection. Submission of a bid confers on bidder no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.

1.8 OFFICIAL SOLICITATION DOCUMENT. Changes to the solicitation document made by a bidder may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.

1.9 COPYING OF BIDS. Bidder hereby grants the City permission to copy all parts of its bid, including without limitation any documents and/or materials copyrighted by the bidder. The City's right to copy shall be for internal use in evaluating the proposal.

1.10 CONTRACTOR ETHICS. It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Bidders and Contractors. To achieve the purpose of this Article, it is essential that Bidders and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
- b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
- c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.

1.11 GIFTS. The city will accept no gifts, gratuities or advertising products from bidders or prospective bidders and affiliates. The city may request product samples from vendors for product evaluation.

1.12 PROTESTS AND APPEALS. If a Bidder believes there is a mistake, impropriety, or defect in the solicitation, believes the City improperly rejected its proposal, and/or believes the selected proposal is not in the City's best interests, the Bidder may submit a written protest. All protests and appeals are governed by the City of Tarpon Springs Purchasing Policy and Procedures. If any discrepancy exists between this Section and the Purchasing Policy, the language of the Purchasing Policy controls.

Protests based upon alleged mistake, impropriety, or defect in a solicitation that is apparent before the bid opening must be filed with the Procurement Officer no later than five (5) business days before Bid Opening. Protests that only become apparent after the Bid Opening must be filed within ten (10) business days of the alleged violation of the applicable purchasing ordinance. The complete protest procedure can be obtained by contacting the Procurement Services Department.

1.13 EVALUATION PROCESS. Bids will be reviewed by the Procurement Services Department and representative(s) of the respective department(s). The City staff may or may not initiate discussions with bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.

1.14 PRESENTATIONS/INTERVIEWS. The bidder must provide a formal presentation/interview upon request.

1.15 CRITERIA FOR EVALUATION AND AWARD. The City evaluates three (3) categories of information: responsiveness, responsibility, and price. All bids must meet the following responsiveness and responsibility criteria to be considered further.

a) Responsiveness. The City will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The City must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.

b) Responsibility. The City will determine whether the bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws-including tax laws, bidder's record of performance and integrity - e.g. has the bidder been delinquent or unfaithful to any contract with the City, whether the bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review bidder's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.

c) Price. We will then evaluate the bids that have met the requirements above.

1.16 COST JUSTIFICATION. In the event only one response is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.

1.17 CONTRACT NEGOTIATIONS AND ACCEPTANCE. Bidder must be prepared for the City to accept the bid as submitted. If bidder fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject bid or revoke the award, and may begin negotiations with another bidder. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.

1.18 NOTICE OF INTENT TO AWARD. Notices of the City's intent to award a Contract are posted to Procurement's website located at <https://ctsfl.bonfirehub.com/opportunities>. It is the bidder's responsibility to check the City of Tarpon Springs's bid posting website at <https://ctsfl.bonfirehub.com/opportunities> to view relevant bid information and notices.

1.19 BID TIMELINE. Dates are tentative and subject to change.

Release ITB: March 3, 2025

Advertise City website/ <https://ctsfl.bonfirehub.com/opportunities>: March 3, 2025

Bids due: March 13, 2025 @ 3:00 p.m.

Award recommendation: March 25, 2025

1.20 CONE OF SILENCE. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

SECTION 2-STANDARD TERMS AND CONDITIONS

2.1 DEFINITIONS. Uses of the following terms are interchangeable as referenced: "vendor, contractor, supplier, proposer, company, parties, persons", "purchase order, PO, contract, agreement", "City, Tarpon Springs. agency, requestor, parties", "bid, proposal, response, quote".

2.2 INDEPENDENT CONTRACTOR. It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

2.3 SUBCONTRACTING. Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

2.4 ASSIGNMENT. This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.

2.5 SUCCESSORS AND ASSIGNS, BINDING EFFECT. This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

2.6 NO THIRD-PARTY BENEFICIARIES. This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create any benefits, rights, or responsibilities in any third parties.

2.7 NON-EXCLUSIVITY. The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

2.8 AMENDMENTS. There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

~~2.9 TIME OF THE ESSENCE. Time is of the essence to the performance of the parties' obligations under this Agreement.~~

2.10 COMPLIANCE WITH APPLICABLE LAWS.

a. General. Contractor must procure all permits and licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

b. Drug-Free Workplace. Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. Federal and State Immigration Laws. Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

(i) As applicable to Contractor, under this provision, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees (hereinafter "Contractor Immigration Warranty").

(ii) A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

(iii) The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

(iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

(v) Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act.

d. Nondiscrimination. Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services

because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

2.11 SALES/USE TAX, OTHER TAXES. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

The City is exempt from paying state and local sales/use taxes and certain federal excise taxes and will furnish an exemption certificate upon request.

2.12 AMOUNTS DUE THE CITY. Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

2.13 OPENNESS OF PROCUREMENT PROCESS. Written competitive proposals, replies, oral presentations, meetings where vendors answer questions, other submissions, correspondence, and all records made thereof, as well as negotiations or meetings where negotiation strategies are discussed, conducted pursuant to this Invitation to Bid (ITB), shall be handled in compliance with Chapters 119 and 286, Florida Statutes.

Proposals or replies received by the City pursuant to this ITB are exempt from public disclosure until such time that the City provides notice of an intended decision or until 30 days after opening the proposals, whichever is earlier. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the rejected proposals or replies remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued ITB or until the City withdraws the reissued ITB. A proposal or reply shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

Oral presentations, meetings where vendors answer questions, or meetings convened by City staff to discuss negotiation strategies, if any, shall be closed to the public (and other proposers) in compliance with Chapter 286 Florida Statutes. A complete recording shall be made of such closed meeting. The recording of, and any records presented at, the exempt meeting shall be available to the public when the City provides notice of an intended decision or until 30 days after opening proposals or final replies, whichever occurs first. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the recording and any records presented at the exempt meeting remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued ITB or until the City withdraws the reissued ITB. A recording and any records presented at an exempt meeting shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

In addition to all other contract requirements as provided by law, the contractor executing this agreement agrees to comply with public records law.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
410 NORTH RING AVENUE
TARPON SPRINGS, FL 34689
727-942-5614
CITYCLERK1@CTSFL.US**

The contractor's agreement to comply with public records law applies specifically to:

- a) Keep and maintain public records required by the City of Tarpon Springs (hereinafter "public agency") to perform the service being provided by the contractor hereunder.
- b) Upon request from the public agency's custodian of public records, provide the public agency 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 for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that the 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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, 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 of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.
- h) If a civil action is filed against a contractor to compel production of public records relating

to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

l) A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

2.14 AUDITS AND RECORDS. Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

2.15 BACKGROUND CHECK. The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

2.16 SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL. The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

2.17 DEFAULT.

a. A party will be in default if that party: (i) is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement; (ii) is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days; (iii) conducts business in an unethical manner or in an illegal manner; or (iv) fails to carry out any term, promise, or condition of the Agreement.

b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with the City's Purchasing Policy and Procedures Manual.

c. Notice and Opportunity to Cure. In the event a party is in default then the other party ~~may, at its option and at any time,~~ provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.

"shall"

d. Anticipatory Repudiation. Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

2.18 REMEDIES. The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

"and subsequent failure to cure"

a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party will be liable for incidental, special, or consequential damages.

2.19 CONTINUATION DURING DISPUTES. Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

2.20 TERMINATION FOR CONVENIENCE. The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.

2.21 TERMINATION FOR CONFLICT OF INTEREST Florida Statutes Section 112. Pursuant to F.S. Section 112, the City may cancel this Agreement after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

2.22 TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT. The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate

the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

2.23 PAYMENT TO CONTRACTOR UPON TERMINATION. Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

2.24 NON-WAIVER OF RIGHTS. There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

2.25 INDEMNIFICATION/LIABILITY.

a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: ~~(i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.~~

b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.

c. The City assumes no liability for actions of Contractor ~~and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor provided supplies or services.~~

Nothing contained in this section shall be considered a waiver of the City of tarpon Springs' rights and protections under sovereign immunity and Florida Statute 768.28.

2.26 WARRANTY. Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. ~~The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty.~~ If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, ~~will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified,~~ and will perform in accordance with manufacturer's published specifications.

"at the time of
delivery"

2.27 THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES. Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, ~~including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.~~

2.28 NO GUARANTEE OF WORK. Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

2.29 OWNERSHIP. All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

2.30 USE OF NAME. Contractor will not use the name of the City of Tarpon Springs in any advertising or publicity without obtaining the prior written consent of the City.

2.31 PROHIBITED ACTS. Pursuant to Florida Constitution Article II Section 8, a current or former public officer or employee within the last two (2) years shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion.

2.32 FOB DESTINATION FREIGHT PREPAID AND ALLOWED. All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

2.33 RISK OF LOSS. Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

~~2.34 SAFEGUARDING CITY PROPERTY. Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.~~

2.35 WARRANTY OF RIGHTS. Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

2.36 PROPRIETARY RIGHTS INDEMNIFICATION. Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense

and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.

2.37 CONTRACT ADMINISTRATION. The contract will be administered by the Procurement Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).

2.38 FORCE MAJEURE. Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

~~2.39 COOPERATIVE USE OF CONTRACT. The City has entered into various cooperative purchasing agreements with other Florida government agencies, including the Tampa Bay Area Purchasing Cooperative. Under a Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Florida with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.~~

~~Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.~~

2.40 FUEL CHARGES AND PRICE INCREASES. No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Procurement Division.

2.41 NOTICES. All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

2.42 GOVERNING LAW, VENUE. This Agreement is governed by the laws of the State of Florida. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Pinellas County, Florida.

2.43 INTEGRATION CLAUSE. This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

2.44 PROVISIONS REQUIRED BY LAW. Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

2.45 SEVERABILITY. If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

2.46 SURVIVING PROVISIONS. Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

2.47 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING -- F.S. 287.05701: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

SECTION 3- SCOPE OF SERVICES

The City of Tarpon Springs, Florida, is seeking qualified firms to provide fire extinguisher and hood suppression services at various locations and vehicles, and service and inspections of four (4) fire suppression hood systems.

1. Agreement Period

Duration of the contract shall be for a period of five (5) years, effective from date of award.

2. Scope and Specifications

This agreement shall provide, as needed, on-site services to inspect, recharge, repair, label, test and replace fire extinguishers within all buildings and vehicles owned by or leased to the City of Tarpon Springs. In addition to the services for fire extinguishers for all locations and vehicles, this quotation includes the service, inspection and cleaning of four (4) fire suppression hood systems. The fire suppression hood systems are located at Fire Station 71, 1600 L&R Industrial; Fire Station 70, 444 Huey Avenue; Fire Station No. 69, 1101 Gulf Rd; and Dorsett Park, 500 E Harrison St., Tarpon Springs, FL.

The contractor shall provide all supervision, labor, tools, vehicles, fuel, equipment, parts, supplies, materials and incidentals necessary to provide fire extinguisher services and hood suppression system service and inspections.

During the annual inspection process for each portable unit, the Contractor shall clean all components of the fire extinguisher, including but not limited to the extinguisher itself, cabinet, bag, hook and hanger, etc. The annual maintenance of fire extinguishers shall include all tags, labels, pull pins, handles, rivets and all other external parts except hose assemblies required for the extinguisher to be in proper working order. The Contractor shall perform all preventive maintenance and minor repairs/adjustments as necessary during the course of the testing and inspection to ensure proper operation of the equipment at no additional cost to the City.

All extinguishers for all City locations shall be inspected/serviced during the month of March, during normal business hours of 8:00 a.m. to 3:00 p.m., with the exception of vehicles.

All portable extinguishers in vehicles are to be serviced at Fleet Maintenance during the hours of 9:00 a.m. to 3:00 p.m., except Police and Fire vehicles. All Police and Fire vehicles will be inspected at the Public Safety Complex with work scheduled with the Fleet Manager. All work will be scheduled at least one (1) week in advance.

The all-inclusive service charge for each portable extinguisher shall include trip charge, all parts, service tags, "O" rings, minor repairs, recharging, and recertifying outdated certificates. This includes tamper seals as required by NFPA. This unit pricing also includes all DOT/HAZMET charges.

The hood suppression system inspections will be performed semi-annually. Inspections and services shall include new fusible links, and nozzle caps and HAZ/MET charges at no additional cost to the City. All associated costs shall be included in the base price. Contractor must inspect hoods and make note of any problems and attach to Inspection/Service Report. Contractor must supply decal showing the date of cleaning and post to each hood. Cleaning will be determined at the time of inspection to verify the need based on NFPA codes. The Contractor shall cover all equipment beneath hoods (tarp or plastic) in order that said equipment is in no way harmed by water or chemicals used in hood cleaning. Contractor must also clean up all spills, stains and debris as a result of hood cleaning to the City's satisfaction and at no additional cost to the City. All hoods, grease removal devices, fans, ducts, grease pans, troughs and drains must be thoroughly cleaned each time cleaning is performed.

All services must meet all applicable laws, ordinances and regulations (latest revision) of the following:

- National Fire Protection Association (NFPA) codes
- Latest Edition as related to State of Florida Statutes
- Underwriters Laboratory (UL)
- National Electrical Code (NEC)
- Manufacturer's Recommendations
- City of Tarpon Springs Fire Department

The contractor shall be responsible for the following services at approximately 38 locations (not including Fleet) with the City of Tarpon Springs and approximately 475 extinguishers to include, but not limited to, the following:

- Five-year maintenance
- Hydrostatic Testing
- Recharge and Maintenance
- New Portable Fire Extinguishers and Parts
- Annual Inspections
- Semi-annual Inspections and Service for Hood Systems

Each extinguisher delivered shall be newly charged, ready to use and have an approved standard service tag meeting the specifications of the Uniform Fire Code.

The vendor shall pick up fire extinguishers from the site, which require hydrostatic testing, recharge or repair, and return them to the facility in a usable and approved condition.

All recharging and repairs must be performed using new materials and parts.

All fire extinguishers shall be clearly tagged showing the date the work was performed and the signature of the person performing the work.

All fire extinguishers found to be beyond repair are to be clearly marked as such and disposed of properly by the contractor.

If it is found that a fire extinguisher must be replaced, the Contractor shall provide a new and like fire extinguisher. The inspection report will clearly state the reason for replacement.

It is estimated that 173 fire extinguishers are located in City buildings/locations, approximately 225 in non-public safety vehicles and 75 in public safety vehicles.

3. Qualifications

The Contractor shall obtain and submit to the City evidence of the appropriate State of Florida classes of licenses in order to fully perform all services required under this agreement in accordance with Florida State Statutes.

A Class 'A' license is necessary for CO2 extinguishers. The service for CO2 extinguishers can be subcontracted as long as the test and certification with tags are from a required Class A facility. Bidder shall document both license numbers.

All of the contractor's personnel performing services under this contract will be required to meet the license and permit requirements set forth in Florida Statutes, the State Fire Marshall's Rules and Regulations and currently adopted NFPA regulations and requirements.

The contractor shall have sufficient qualified personnel to perform the work under this contract in a timely manner. The contractor shall employ only trained, skilled, and experienced personnel to perform the work.

All personnel shall provide a state issued badge and state permit number.

4. Inspection/Service Report(s) and Fire Extinguisher Inventories

A copy of the Inspection/Service Report shall be left at each site with the facility manager/personnel. Another copy of the completed Inspection/Service Report shall be provided to the Facility Management Superintendent. A copy of the Inspection/Service Report for all vehicles shall be provided to the Fleet Manager. The inspection reports shall be provided prior to payment being authorized. Electronic inspection reports must be sent to a third-party reporting system.

The contractor shall provide a Fire Extinguisher Inventory to the Facilities Management Superintendent, Fleet Manager and to Procurement Services in an Excel format upon completion of the service. The inventory list, at a minimum, shall include:

- Building/Location, including street address
- Serial Number
- Size and Type of Extinguisher
- Brand
- Year of Extinguisher
- Actual Location of Fire Extinguisher in Building or Location
- Last Recharge Date
- Type of Service for the Next Year
- Last Hydrostatic Test Date
- Date that Service was Performed
- Fixed asset numbers for fire extinguishers serviced in vehicles

The Fire Extinguisher Inventory Report shall be provided prior to payment being authorized.

5. Terms and Conditions

Contractor warrants that terms and conditions are firm for the agreement period as stated in the Invitation to Bid (ITB).

6. Estimated Quantities

Estimated quantities listed in the Invitation to Bid are given only as a guideline for preparing your bid and should not be construed as representing actual quantities to be purchased/serviced under this Agreement.

7. Pricing Escalation-De/Escalation

Contractor warrants that all prices stated in its proposal will remain firm for the first 12 months of this Agreement. Any de-escalation/escalation in prices will be made on an annual basis thereafter by mutual agreement between the City and the Contractor. Request for price increases must be made in writing to the Procurement Services Director at least 60 days in advance. All requests for price increases are subject to review and approval by the City. Changes in prices shall be based on the U. S. Bureau of Labor Statistics, Employment Cost Index (ECI), increase/decrease for the most recent 12 month per, not to exceed 5%, (see <http://www.bls.gov> ECI, Table 5 Compensation (Not

Seasonally Adjusted): Employment Cost Index for total compensation, for private industry workers, by occupational group and industry).

8. Background Checks

The Contractor shall provide the City of Tarpon Springs background checks on all Contractor's employees who will perform services at City facilities. Persons without a background check clearance or with one or more of the following criteria will fail the City's requirements and will not be allowed access:

- a. Be listed on the FBI's list of suspected terrorists.
- b. Have an outstanding arrest warrant against them.
- c. Been convicted of a 1st or 2nd Degree Felony
- d. Been convicted for drugs or lewd and lascivious behavior.

The Contractor shall pay for background checks.

The background checks will, at a minimum, consist of the following:

- National/Federal Criminal History. Lists all criminal arrests/convictions, which have been reported to the state repository, which reveals criminal arrest history.
- Felony Convictions. A statewide search conducted of the State's Department of Corrections files for the purpose of identifying any and all reported felony convictions in a particular state.
- County Level Felony & Misdemeanor. A search of the county seat for any and all criminal records. Information returned includes felony, misdemeanor and some criminal traffic.
- Statewide Driving History/Record (by State). Includes dates and description of traffic violations, current license status, any suspensions or revocations.

The City of Tarpon Springs may require a background check performed by the City. If so, the City shall pay for it. The employee would be required to sign an "Authority for Release of Information and personal Inquiry Waiver". All background checks will be provided to the City and approved by Human Resources prior to start of work.

9. Protection of Property

Contractor shall take every precaution to protect City and personal property from damage. Contractor shall rectify any and all damage that occurs to any building, apparatus, equipment or other City-owned or privately-owned property as a result of the activities of contractor employees in performing the work described by these specifications. Such repairs shall take place within 24 hours of the occurrence. In the case of a failure on the part of the Contractor to repair or otherwise rectify the damage, the City may proceed to repair or restore the aforementioned damage and the cost of said repairs shall be deducted from monies due to the Contractor. In the event that parts or materials are not available, Contractor shall arrive at an agreement with the City as to when repairs are to be implemented. Should this circumstance arise, Contractor shall make suitable temporary repairs, such as boarding up a broken window, as necessary to ensure pumping station operations or security are not affected. Such repairs shall be affected by the Contractor at no cost to the City.

10. Workmanship

Any and all discrepancies found in the work performed resulting from these specifications shall be rectified within a 48-hour period.

11. Safety

Contractor shall take all necessary precautions to assure that no injury occurs to any person or persons during work performed as a result of this specification. Prior to using any machinery at a pond location, the Contractor shall remove all objects on the grounds that could become projectiles when coming in contact with blades or other moving parts. In the event that any operation or equipment is deemed to be unsafe, Contractor shall immediately suspend said activity until a safe method or machine can be implemented or acquired to perform the task. The Contractor shall be responsible for the safe conduct of contractor personnel during the accomplishment of the work specified herein.

SECTION 4-GENERAL CONDITIONS

4.1 BEGINNING AND END DATE OF INITIAL TERM.

If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

4.2 EXTENSION. The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

4.3 RENEWAL. At the end of the initial term of this contract, the City may initiate renewal(s) as provided. The decision to renew a contract rest solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

4.4. PRICES. All pricing shall be firm for the initial term of one (1) year; except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid. ~~The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.~~

During the sixty (60) day period prior to each annual anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices for an amount for no more than the twelve month change in the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/ppi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for at least one year, and may be adjusted thereafter as outlined in the previous paragraph.

BID FORM

BID No. 250141-B-PH

FIRE EXTINGUISHER AND HOOD SUPPRESSION SERVICES

BIDDER Cintas Corporation No 2

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City of Tarpon Springs to provide all Services specified and in accordance with the other terms and conditions of the Contract Documents.

This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening.

1. In submitting this Bid, Bidder represents that:

- a. Bidder has examined and carefully studied the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

<u>Date</u>	<u>Number</u>	<u>Date</u>	<u>Number</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- b. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

BID FORM FIRE EXTINGUISHER SERVICE, MULTI-YEAR CONTRACT

BIDDER Cintas Corporation No 2

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City of Tarpon Springs to provide all Services specified and in accordance with the other terms and conditions of the Contract Documents.

This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening.

2. In submitting this Bid, Bidder represents that:

- d. Bidder has examined and carefully studied the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

<u>Date</u>	<u>Number</u>	<u>Date</u>	<u>Number</u>
_____	_____	_____	_____

- e. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
3. Bidder will provide all services in accordance with the Scope of Work and Special Conditions for the unit prices shown below:

Pricing Summary

Item No.	Description	Est. Qty	Unit Price	Extension
1.	Regular Annual Inspection and Maintenance for Portable Fire Extinguishers	475 EA	\$6.00	\$2850
2.	5# ABC Recharge, includes Chemical, Tag & Seal	115 EA	\$55.00	\$6325
3.	10# ABC Recharge, includes Chemical, Tag & Seal	10 EA	\$65.00	\$650
4.	5# ABC, Six Year Maintenance & Recharge	65 EA	\$55.00	\$3575
5.	10 #ABC, Six Year Maintenance & Recharge	15 EA	\$65.00	\$975
6.	20# ABC, Six Year Maintenance & Recharge	5 EA	\$85.00	\$425
7.	30# Class D, Six Year Maintenance & Recharge	2 EA	\$160.00	\$320
8.	Hydrostatic Test, 12 Years, 5# ABC	15 EA	\$65.00	\$975
9.	Hydrostatic Test CO2, 5#	2 EA	\$65.00	\$130
10.	Hydrostatic Test CO2, 10#	1 EA	\$75.00	\$75
11.	Hydrostatic Test, 12 Years, 10# ABC	5 EA	\$75.00	\$375
12.	Hydrostatic Test, 12 Years, 15# ABC	1 EA	\$75.00	\$75
13.	Hydrostatic Test, 12 Years, 20# ABC	3 EA	\$95.00	\$285

14.	Hydrostatic Test on 6 Liter K-class	1 EA	\$215.00	\$215
15.	5# ABC Extinguisher, New, Furnished, Installed & Certified	10 EA	\$91.00	\$910
16.	5# Cabinet with Cover and Lock, New, Furnished & Installed	2 EA	\$60.00	\$120
17.	10 # ABC Extinguisher, Furnished, Installed & Certified	1 EA	\$101.00	\$101
18.	Recharge CO2 15#	2 EA	\$85.00	\$170
19.	5# ABC Extinguishers, New (Purchase Only)	45 EA	\$75.00	\$3375
20.	10# ABC Extinguishers, New (Purchase Only)	3 EA	\$85.00	\$225
21.	15# ABC Extinguisher, New (Purchase Only)	1 EA	\$85.00	\$85
22.	20# ABC Extinguishers, New (Purchase Only)	1 EA	\$200.00	\$200
23.	Spring Brackets for Vehicles	40 EA	\$15.00	\$600
24.	Recharges, CO2	20 LB	\$95.00	\$95
25.	Semi-Annual Inspection of Hood Systems	9 EA	\$150.00	\$1350
26.	Cleaning of Hood Systems on an as determined basis	4 EA	\$350.00	\$1400
	ESTIMATED ANNUAL TOTAL			\$19,556.00

Materials for items not listed may be quoted on an as needed basis at cost plus mark up (not to exceed 15%). Percentage mark up for parts and material ¹⁵____%. The Contractor must provide proof of cost to the City.

Labor for the installation of repair parts for items not listed. \$ 195.00 per hour. All Labor Rates include labor, travel and overhead. Overhead includes direct administrative costs.

Service Call Charge for services not listed. \$ \$95.00 flat rate. Service Call Charge shall not be charged if Labor Rates are charged.

Payment

VISA: We will accept Visa for payment: ☒ Yes ___ No. Payment must be processed in ___ days after receipt of proper invoice or services accepted (whichever is the latter).

Bidder: Cintas Corporation No 2

Address: 9318 Florida Palm Drive

City Tampa State FL Zip 33619

Phone No.: 813-337-6309 Fax No: 813-628-4661

Email: muserillij@cintas.com

Joe Muserilli - GM

Printed Name and Title

 _____
Authorized Signature

3/13/2025

Date

List at least 5 References

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES WHICH ARE SIMILAR IN SCOPE TO THIS PROJECT:

1. Project/Contract Name:	Moffitt Cancer Center
Dollar Value:	\$43,642
Contact Name:	Michael Shuler
Email/Phone Number:	813-4459471 / michael.shuler@moffitt.org
Agency/Company Name:	Moffitt Cancer Center
Address:	12902 USF Magnolia Drive, Tampa, FL 33612
Date completed/or if in Progress:	In Progress
2. Project/Contract Name:	Hard Rock - Tampa
Dollar Value:	\$22,395
Contact Name:	Jason Vickery
Email/:	jason.vickery@seminolehardrock.com
Phone Number	813-627-7864
Agency/Company Name:	Hard Rock - Tampa
Address:	5223 Orient Rd, Tampa, FL 33610
Date completed/or if in Progress:	In Progress
3. Project/Contract Name:	Mosaic
Dollar Value:	\$263,054
Contact Name:	Phil Zumwalt
Email/:	Phil.Zumwalt@mosaicco.com
Phone Number	(813)719-5777
Agency/Company Name:	Mosaic Riverview
Address:	101 East Kennedy Blvd. Suite 2500. Tampa, FL 33602
Date completed/or if in Progress:	In Progress
4. Project/Contract Name:	City of Clearwater
Dollar Value:	\$325,976
Contact Name:	Tom Wojtkiw
Email/Phone Number:	727-224-7070
Agency/Company Name:	City of Clearwater
Address:	600 Cleveland St., Clearwater FL 33755
Date completed/or if in Progress:	In Progress

5. Project/Contract Name:	Advent Health
Dollar Value:	\$33,703
Contact Name:	Kevin Kightlinger
Email/Phone Number:	kevin.kightlinger@AdventHealth.com / (352)603-9051
Agency/Company Name:	A d v e n t H e a l t h
Address:	3100 E Fletecher Ave
Date completed/or if in Progress:	In Progress

Contractor not an insurer. Notwithstanding anything to the contrary in the foregoing, City agrees that neither Contractor nor Subcontractors or assignees of Contractor, including, without limitation, those providing monitoring services (collectively, "Subcontractors") are insurers and no insurance coverage is provided by this Agreement. CITY ACKNOWLEDGES AND AGREES THAT CONTRACTOR AND ITS SUBCONTRACTORS DO NOT ASSUME ANY RESPONSIBILITY NOR SHALL THEY HAVE ANY LIABILITY FOR CLAIMS MADE AGAINST THEM CLAIMING THAT THEY ARE AN INSURER OF CITY'S SYSTEMS, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY OR ANY OTHER TYPE OF INSURANCE COVERAGE AS AN INSURER. City acknowledges that during the term of the Agreement, it will maintain a policy of insurance covering public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property in amounts that are sufficient to cover all claims of City for any losses sustained. CITY AGREES TO INDEMNIFY AND HOLD CONTRACTOR AND ITS SUBCONTRACTORS HARMLESS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING ATTORNEY'S REASONABLE FEES) AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY. Contractor shall not be responsible for any claims of City against the Subcontractors nor for any portion of any loss or damage that is required to be insured, is insured or insurable and shall be indemnified by City against all such claims including the claims of any third parties.

LIMITATION OF LIABILITY OF SUPPLIER; LIQUIDATED DAMAGES. Notwithstanding anything to the contrary in the foregoing, City acknowledges and agrees that Contractor's service fees are based on the value of services provided and the limited liability provided under this Agreement, and not on the value of the City's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to City or others. Contractor cannot predict the potential amount, extent, or severity of any damages or injuries that City or others may incur which could be due to the failure of the system or services to work as intended. Contractor is not an insurer. If Contractor should be found liable for loss or damage due to a failure on the part of Contractor or its systems or any fire suppression or alarm equipment, in any respect, its liability to City, its agents, officers, directors, employees, or invitees shall be limited to \$1,000 as liquidated damages. The provisions of this paragraph apply in the event of loss or damage, irrespective of cause or origin, resulting directly or indirectly to person or property from the performance or non-performance of the obligations set forth by the terms of this Agreement, or from negligence, active, or otherwise, of Contractor, its agents, or employees. If City wishes to increase the limitation of liability, City may, as of right, enter into a supplemental agreement with Contractor and obtain a higher limit by paying an additional amount consistent with the increase in liability. As such (I) City hereby agrees that the limits on the liability of Contractor and Subcontractors, and the waivers and indemnities set forth in this Agreement are a fair allocation of risks and liabilities between Contractor, City, Subcontractors and any other affected third parties; and (II) except as provided in this Agreement, City waives all rights and remedies against Contractor and Subcontractors including rights of subrogation, that City, any insurer, or other third party have due to the losses or injuries City or other incur. City agrees that were Contractor and its Subcontractors to have liability greater than that stated above, it would not provide the services. Neither party shall be liable to the other or any other person for any incidental, punitive, loss of business profits, speculative or consequential damages.

The above to be incorporated into the standard terms and conditions.

QUESTIONNAIRE

This questionnaire must be completely filled out and returned as part of your bid/proposal. Failure to do so may result in disqualification of your bid/proposal. Evaluation of this questionnaire is a prime factor in the award of this Agreement.

1. Please state the full, legal name (including any d/b/a) of your firm and provide contact information

Company Name: <u>Cintas Corporation No 2</u>		
Contact Name: <u>Joe Muserilli</u>		
Address: <u>9318 Florida Palm Drive</u>		
Address:		
City: <u>Tampa</u>	State: <u>FL</u>	Zip: <u>33619</u>
Telephone: <u>(813) 337-6309</u>	Fax: <u>(813) 628-4661</u>	
E-Mail Address: <u>Muerillij@cintas.com</u>		Website: <u>Cintas.com</u>

2. How long has your firm been in business? 57 Years

3. How long has your firm provided these services? 21 Years

4. Annual gross revenues of your firm? (Check the appropriate box)
☐ under \$100,000 ☐ \$100,000 - \$499,000 ☐ \$500,000 - \$999,000
☐ \$1,000,000 - \$2,000,000 ☒ over \$2,000,000

5. How many full and part-time employees do you currently employee?
 Full-time: 75 Employees Part-time: _____

6. Provide information on your employee staffing by category and the number of employees in each category.

Category	# of employees
Management: 11 Employees	
Office Personel: 9 Employees	
Extinguiher Technicians: 13 Employees	
Fire Alarm Inspection/Repair Technicians: 14 Employees	
Sprinkler Inspection/Repair Technicians: 13 Employees	
Kitchen Systems Technician: 6 Employees	
Apprentices: 3 Employees	

7. Who will be supervising the services to be performed under this Agreement and what are their qualifications, years of experience, number of years employed with your firm, etc.?
Dexter Charles - Extinguisher Service Manager - currently has Florida State
Extinguisher Permit - 11 years of experience servicing extinguishers - been
employed for 11 years with Cintas.
8. What tools, vehicles and equipment currently owned by your firm will be utilized to provide the requirements of this Agreement?
All vehicles and equipment are owned by cintas. Parts list can be provided as requested
9. List additional equipment your firm will require to provide services to the City and when and how you plan to acquire the equipment.
Equipment and Parts list can be provided upon the award of this bid
10. Have you had a contract terminated by a customer in the past 3 years? No If yes, please explain.
11. Provide a copy of your firm's Occupational License No. with the Expiration Date (if applicable).
12. Provide a copy of your firm's Federal Employer Tax ID certificate (W9).
13. Provide a copy of all your current insurance coverages for General Liability, Automobile and Workers' Compensation.
14. Provide evidence of a certification through Pinellas County Licensing Board (if applicable).
15. Provide documentation that your firm is registered with the Florida Division of Corporations to do business within the state of Florida.

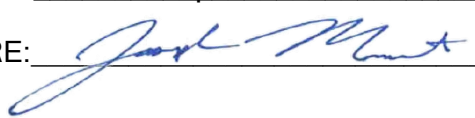
3/16/2025
DRUG-FREE WORKPLACE FORM

**PREFERENCES TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
UNDER SECTION 287.087, FLORIDA STATUTES.**

1. This statement is submitted with the attached Bid/Proposal.
2. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
 - a. 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.
 - b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
 - d. In the statement specified in subsection (a), 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, 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.
 - e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
 - f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

VENDOR'S PRINTED NAME: Cintas Corporation No 2

AUTHORIZED SIGNATURE: 

MINIMUM INSURANCE REQUIREMENTS

Contractor shall carry the following minimum types and amounts of insurance at its own expense, for the contract period:

- A. Prior to the time Contractor is entitled to commence any part of the project, work, or services under this contract, Contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to Procurement Services for the City of Tarpon Springs of a Certificate of Insurance executed on a standard ACORD form, listing all coverage and limits, expiration dates and terms of policies, and all endorsements whether or not required by the City. The insurance requirements shall remain in effect throughout the term of this Contract, or any Contract extension.
- 1) Workers' Compensation limits as required by law; Employers' Liability Insurance of not less than \$1,000,000 for each accident.
 - 2) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operations and Personal Injury covering the liability assumed under indemnification provisions, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$2,000,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an occurrence basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 - 3) Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 each occurrence, and property damage of not less than \$100,000 each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence basis, such insurance to include coverage for loading and unloading hazards.
 - 4) \$500,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
- B. Each Insurance Policy shall include the following conditions by endorsement to the policy:
- 1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the City by certified mail to: City of Tarpon Springs, Procurement Services, P.O. Box 5004, Tarpon Springs, Florida, 34688-5004. Contractor shall also notify City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

- 2) Companies issuing the insurance policy, or policies, shall have no recourse against City for payment of premiums or assessments for any deductibles which all are at the sole assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- 3) The term "CITY" shall include all Authorities, Boards, Commissions, Divisions, Departments, and offices of City and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City.
- 4) **City of Tarpon Springs shall be endorsed to the required policy or policies as an additional insured or additional named Insured.** "but only to the extent of Contractor's indemnification obligations"
- 5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

E-VERIFY CERTIFICATION

RFQ/Contract No: 250141-B-PH

Project Description: FIRE EXTINGUISHER AND HOOD SUPPRESSION SERVICES

Consultant/Firm acknowledges and agrees to the following:

Consultant/Firm shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

- 1. All persons employed by the Consultant/Firm during the term of the Contract to perform employment duties within Florida; and**
- 2. All persons, including Sub-Contractors, assigned by the Consultant/Firm to perform work pursuant to the Contract with the Department.**

Company/Firm: Cintas Corporation No 2

LOBBYING CERTIFICATION

"The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

(a) No City 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 either directly or indirectly an officer or employee of the City, City Council, Member of Congress in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By: Joe Muserilli

Signature

Witness

Jessica Brummer

(Printed Name)

Sales Manager

(Title)

VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LIST

Bidder Vendor Name:

Proposer/Contractor FEIN: <u>31-1703809</u>		
Proposer/Contractor's Authorized Representative Name and Title: <u>Joe Muserilli</u>		
Address: <u>9318 Florida Palm Drive</u>		
City: <u>Tampa</u>	State: <u>FL</u>	Zip: <u>33619</u>
Phone Number: <u>(813) 337-6309</u>		
Email Address: <u>muserillij@cintas.com</u>		

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more that are on either the Scrutinized Companies with Activities in Sudan list, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector lists which are created pursuant to s. 25.473 Florida Statute (Current Edition), or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 Florida Statute (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the Bidder, I hereby certify that the company identified above in the section entitled "Bidder Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to s. 287.135 Florida Statute (Current Edition), the submission of a false certification may subject company to civil penalties, attorney's costs, and/or other costs and does not have business operations in Cuba or Syria.

Certified by: 

Who is authorized to sign on behalf of the above-referenced company.

Print Name and Title:

Joe Muserilli - General Manager

Date: 3/13/2025

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:

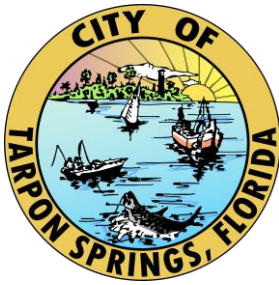
1. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

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

Date: March 13, 2025 Signed: 

Entity: Cintas Corporation No 2 Name: Joe Muserilli

Title: General Manager



CITY OF TARPON SPRINGS, FL

CITY MANAGER

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-3590
Fax (727) 937-8199

MEMORANDUM

To: Mayor and Commissioners

From: Charles Rudd, City Manager

Date: 3/24/25

Subject: Ratification of Tabatha Adkins as Human Resources Director

Pursuant to City Charter, Section 16(1)(b) of the City Charter, I hereby submit my appointment of Tabatha Adkins as Human Resources Director for ratification by the Board of Commissioners. This position is a wage grade 27 with a salary range of \$88,976 - \$146,839.

Ms. Adkins is a certified Human Resources professional with twenty years of experience in the field. She has worked for various levels of government including a school district, city and state government. Most recently, she was a Senior Human Resources Consultant for the Virginia Department of Transportation.

The terms of my offer of employment include the following:

- Salary: \$125,000 annually
- Vacation:
 - 3 Weeks annually, with accrual based upon 8 years of service
 - An initial leave bank of 80 hours (not subject to probationary status)
- Sick Leave: Per City of Tarpon Springs Rule 11 (1 day per month)
- Pension: As covered by General Employees Retirement Plan

Any other employee benefits pursuant to present City Policy or future change of policy.

If ratified, Ms. Adkins's anticipated start date will be May 22, 2025. I highly recommend Ms. Adkins for this position and believe that she will be a tremendous asset to the City.

Tabatha Adkins, SHRM-CP

tabathaadkins48@gmail.com 540-420-5810

<https://www.linkedin.com/in/tabatha-wilson-adkins/>

Innovative HR Leader with experience in municipal government and private sector management. Proven performance in all HR functions including compliance, recruiting, risk management, plus employee education and training. Extensive knowledge in employee relations, talent management plus strong HRIS technology skills. Proven team leader with excellent communication, analytical and problem-solving skills. Dedicated work ethic and vibrant people first personality.

Professional Experience

Senior Human Resources Consultant

July 2023 - Present

Virginia Department of Transportation, Salem, VA

Collaborate with Talent Acquisition staff, hiring managers, and leaders to proactively plan and develop a competitive talent acquisition sourcing strategy to support current and future business needs.

Provide consultant services on Standards of Conduct, Grievance Procedures, DHRM Policies, EDR, Mediation, Absence Management, Performance, and EAP as it relates to behavioral deficiencies and competency remedies.

Provide short- and long-term recommendations, dynamic programs, interventions, and solutions to executive leaders and customers that will enable the organization to better meet business and workforce needs.

Assistant Director of Human Resources

August 2021-July 2023

Commonwealth Care of Roanoke, CCR, Roanoke, VA

City of Salem, Virginia, Salem, VA

Development of organizational strategies, performance management and other department objectives.

Organize, recommend, and implement companywide HR goals and initiatives.

Develop and guide policy and procedure interpretation for HR Managers throughout the organization.

Administer comprehensive benefit program, compensation strategies and communications.

Conduct compensation studies and maintain pay plans for diversified city departments.

Manage and participate in city wide EEO recruitment, interview panels and selection process.

Assist with grievances, employee issues and disciplinary actions.

Manage 8 direct reports within HR department including Risk Management and Organizational Trainer.

Aid in development and implementation of HRIS system including timekeeping and accurate payroll records.

Oversee retirement benefit program, including retiree insurance, Medicare supplements and ACA reporting.

Oversee talent acquisition for all locations, including orientation and onboarding.

Drove transition and trained all users for new online ATS and onboarding process.

HR Benefits Manager

July 2004-August 2021

Franklin County Public Schools, Rocky Mount, VA

Benefit administrator for 1500+ Employees.

Employee education and training in all HR policies & procedures.

HRIS Software - setup, implementation, management, and technical training.

All aspects of FMLA and ADA administration, claims and compliance.

EEO recruitment & retention of employees including job fair attendance and applicant tracking.

Collaboration with benefit carriers and consultants regarding employee education and updates.

Coordinate and host informational training workshops onsite at several locations.

Orientation and onboarding of new hires including workshops and implementing a virtual option.

Virginia Retirement System benefit counseling and employee assistance.

Assist with budget preparation and monthly payroll generation.

Education & Professional Credentials

Bachelor of Business Administration - King University, Bristol, TN, May 2021

SHRM-CP, February 2022

Highlighted Skills

Proficient in Microsoft Office Suite, Excel, Word, Power Point, Outlook, Teams

Google Presentations, UKG KRONOS & Tyler Technology Munis Software, NeoGov Insight & Onboarding, ADP Enterprise & RM (HRIS & Applicant Tracking),

Social media and networking (SHRM, IPMA, VEC, Chamber etc.)

SHRM CERTIFIED PROFESSIONAL

The Society for Human Resource Management (SHRM)
Hereby Certifies That

Tabatha Adkins

**ACHIEVED THE SHRM CERTIFIED PROFESSIONAL
SHRM-CP®**

By meeting the experience, education, and demonstrated HR Competency
and Knowledge requirements as established by SHRM.

Witness the signature of the duly authorized officer of SHRM:
Attest:



Johnny C. Taylor, Jr.
President and Chief Executive Officer



CERTIFIED SINCE: 15 February 2022

This certificate alone does not guarantee current certification status.
Visit the SHRM Certified Directory of <https://dof.shrm.org> to verify certification status.





**Public Works Department
Office of the Director**

Tom Funcheon
Public Works Director

To: Mayor and Board of Commissioners

From: Tom Funcheon, Public Works Director 

Date: March 25, 2025

Subject: Special Event: St. Nicholas Cathedral Easter Fireworks

The Special Events committee agrees with The Police and Fire Chief's that the fireworks display does not meet City Ordinance or City Code for such display. There fore we do not endorse this event.

City of Tarpon Springs
Application for Special Events

Event Information:

Date of Application: 3/07/25
Name of Event: St Nicholas Cathedral Easter fireworks
Date(s) of Event: 4/20/25
Alternate Date(s): _____
Hours of Event: 12:00 AM - 12:05 AM
Set up/break down time needed: 1 hr before and after 11:00 PM - 1:00 AM
Type/Purpose of Event: Religious celebration and tradition of Orthodox Christians and the Resurrection of Jesus Christ Service/Easter.

Location of Event (include map for parade/procession routes with assembly and disband points): _____

St Nicholas parking lot off Hibiscus and orange Street.

If Closure of a City Parking is needed, please check: Mother Meres ☐ Tarpon Ave. ☐ Orange St. ☐ Court/Lemon ☐

Other: _____

Disposition of Proceeds: _____

Applicant Information:

Name of Organization: St. Nicholas Cathedral
Registered Nonprofit Org.: Yes ☒ No ☐
Organizations Address: 36 N Pinellas Ave, Tarpon Springs FL 34689
Individual to Contact: Nomikos Christoforos (Telephone #) 727-674-3466 (email) nomikoschristoforos@gmail.com
Alternative Contact: Harry Andropoulos (Telephone #) 727-234-7745 (email) _____

General Information:

Number of Vendors: N/A (Sponsor is required to keep a list of vendors, and must be able to produce upon request.)

Location for Designated Vendor Parking (Please complete Vendor Designated Parking Form and attach to application): _____

Approximate Number of Attendees: N/A Entrance Fee: \$ _____

Location for Attendee Parking: N/A

Will Private Security be Provided: Yes ☐ No ☒ Name of Private Company: _____

Will the Following be Provided: Traffic Control: Yes ☒ No ☐ Crowd Control: Yes ☒ No ☐

Will Music be Provided: Yes ☐ No ☒ Hours of Play: _____ Band: ☐ DJ: ☐ Other: _____

Type & Location of Toilet Facilities: _____

Tent or Other Structure: Yes ☐ No ☒ Type of Structure: _____

How will Structure be Secured: _____

Solid Waste Collection/Disposal: Yes ☐ No ☐ Dumpster: ☐ Rolloff: ☐ Other: _____

If parade # of: Participants _____ Animals _____ Floats _____ Bands _____ Other _____

Amusement/Carnival Rides: Yes ☐ No ☒ Name of Company Providing Rides: _____

Types of Rides: _____ Is Diagram of Layout Attached: Yes ☒ No ☐

Will Food/Beverages be Served: Yes ☐ No ☒ Cooked on Site: ☐ Catered: ☐ Sold: ☐ Given Away: ☐

Will Alcoholic Beverages be Served: Yes ☐ No ☒ Type of Alcoholic Beverages: _____

Event Sponsor is responsible to ensure that all food/alcohol vendors have all necessary licenses as required by the Department of Business and Professional Regulations, Division of Hotels & Restaurants and/or Division of Alcohol and Tobacco, Department of Health, Environmental Health Division or any other applicable State Agency.

Equipment/Miscellaneous (please check if needed):

Barricades: ☒ How many: 10-12

Cones: ☐ How many: _____

Portable Stage: ☐ Location: _____

Electricity Needed: ☐ Where: _____

Public Restrooms: ☐ Hours of Opening/Closing: _____

Street Banners: ☐ Locations: _____

Additional City Trash Cans: ☐

Directional Parking Signs: ☐ Locations: _____

Other: _____

Is a check made payable to the City of Tarpon Springs for the Application Fee & Deposit Attached: Yes ☐ No ☒

If not, when will it be sent: 3/10/25

Is the Certificate of Insurance Attached: Yes ☐ No ☒ If not, when will it be sent: 3/10/25

I (we) agree that it is my (our) responsibility to cleanup after the conclusion of the special event: Yes ☒ No ☐

I (we) have read and completed this application and it is true and correct to the best of my (our) knowledge; I (we) have read the general instructions for this application and the City of Tarpon Springs Ordinance #88-25 and agree to conform with the provisions as set forth therein. I (we) understand that knowingly providing false information on the application shall automatically void the application and cancel the event.

Nomikas Christoforos
Signature of Applicant

3/07/25
Date



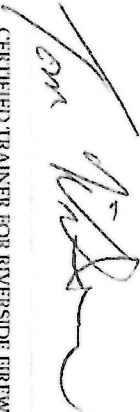
Certificate of Training

THIS IS TO CERTIFY THAT

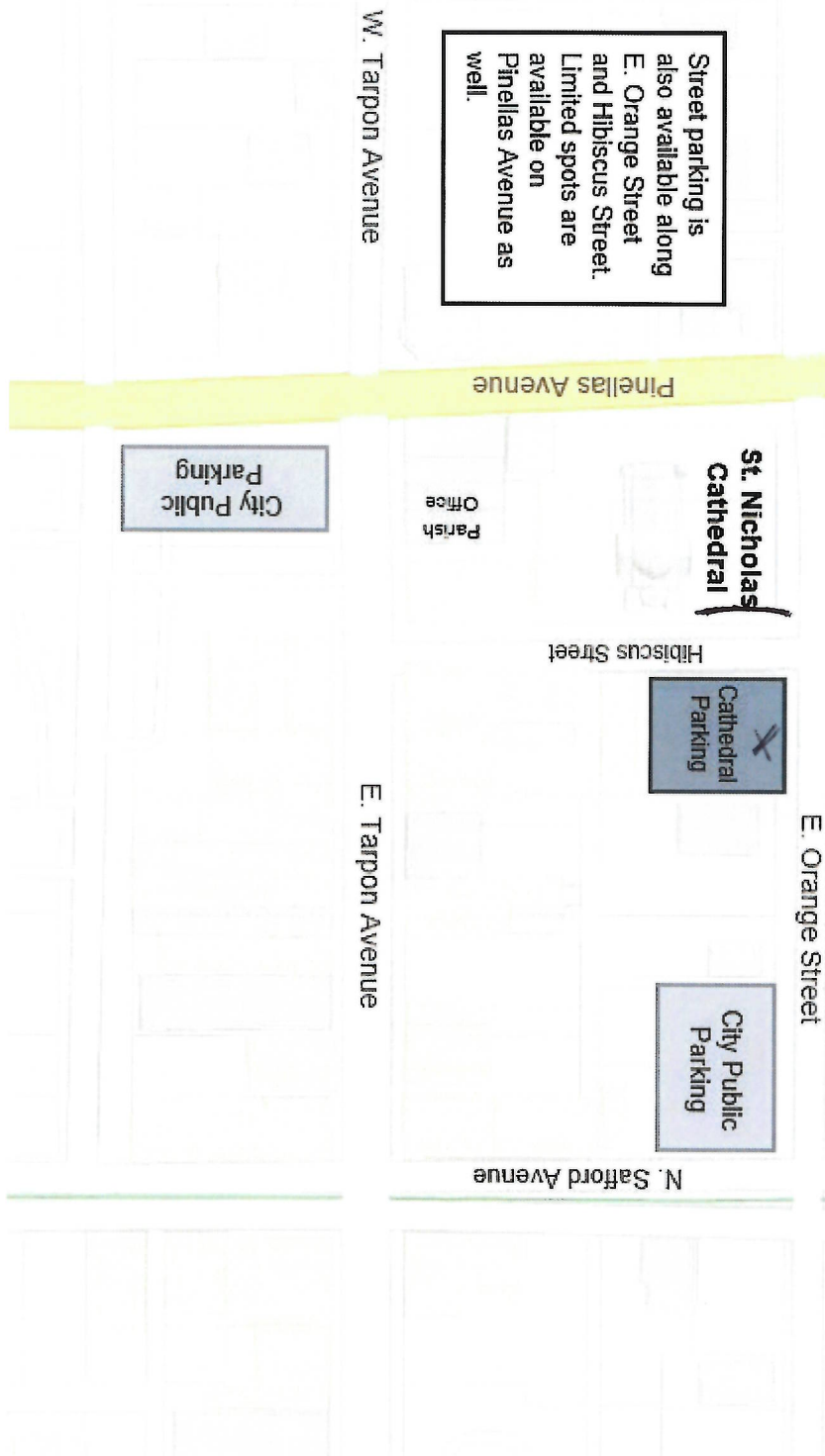
John Manglis

HAS ATTENDED A TRAINING COURSE ON THE NFPA 1123
ON OCTOBER 26, 2019
AT SCHNEITTERS FIREWORKS ST. JOSEPH, MO 64501

HAS COMPLETED 8 HOURS OF CLASS ROOM AND
4 HOURS OF FIELD SAFETY TRAINING ON THE
NFPA 1123 OUTDOOR FIREWORKS


CERTIFIED TRAINER FOR REVERSIDE FIREWORKS

St. Nicholas Cathedral Parking Map





ADDITIONAL INFORMATION – FIREWORKS DISPLAY

Who: Event Organizer: Nomikos Christoforos

Fireworks Technician: John Manglis (Certified and Licensed)

Host Venue: St. Nicholas Greek Orthodox Cathedral

What: A fireworks display will be conducted as part of the Easter celebration at St. Nicholas Greek Orthodox Cathedral. The display will feature 20 consumer-grade aerial cakes, each lasting approximately 30 seconds, for a total duration of no more than five minutes.

Where: Location: St. Nicholas Bookstore Parking Lot

Address: 36 N Pinellas Ave, Tarpon Springs, FL

Launch Site: A designated area within the parking lot, as outlined in the attached site plan and map.

When: Date: April 20, 2025

Time: 12:00 AM – 12:05 AM (during the Christos Anesti prayer service).

Why: This fireworks display is a long-standing tradition in Orthodox Easter celebrations, symbolizing the joy and triumph of Christ's resurrection. It is an important cultural and religious moment for the Greek Orthodox community and enhances the significance of the Easter service.

Description of Fireworks Display and Safety Measures: Execution: The display will be professionally executed by John Manglis, a certified and licensed fireworks technician with extensive experience.

Perimeter Security: The entire parking lot will be barricaded and sectioned off using caution tape and barricades to ensure public safety. There will be multiple barriers of protection, including plywood barricades, metal barricades, and the church's three-foot-tall concrete wall. The fallout zone extends over 200 feet from the crowd, ensuring a safe distance.

Launch Site Protection: A plywood barrier will be constructed around the launch area to contain the display.

Fire Safety Measures: Multiple fire extinguishers and water hoses will be on-site for immediate response.

Supervised Ignition: The fireworks will be ignited by John Manglis and Nomikos Christoforos, ensuring full control over the display.

Road Closures: The roads will already be shut down for the religious procession, and we will additionally close off our parking lot on church property to maintain a safe and secure environment.

Post-Event Cleanup: After the display, all firework remnants will be doused with water, collected, and properly disposed of, leaving the area clean.

Compliance: We have obtained approval from the St. Nicholas Parish Council and have been in regular communication with the Tarpon Springs Fire Marshal to ensure compliance with all safety and regulatory requirements.

Attachments:

- Site Plan – Layout of the parking lot and launch site.
- Map – Location details for the event.
- Fireworks Shooter's Certificate – Certification and credentials of John Manglis.

We appreciate your consideration and look forward to your approval of this request. If any further information is needed, please feel free to contact us.

Sincerely,
Nomikos Christoforos
727-674-3466

Amber Thompson

From: Kevin Wodrich
Sent: Wednesday, March 12, 2025 12:39 PM
To: Amber Thompson
Subject: RE: St Nicholas fire work event permit

No, this is not approved by Police and Fire Chief's Young. They don't met criteria required by the code or local ordinance for the display. Apparently, Major Mathis has already spoke to the church and to the mayor about the event.



KEVIN WODRICH
CAPTAIN/FIRE MARSHAL

**TARPON SPRINGS
FIRE RESCUE**

444 SOUTH HUEY AVENUE
TARPON SPRINGS, FL 34689
MAIN - (727) 938-3737
DIRECT - (727) 939-4563
FAX - (727) 934-0598
KWODRICH@TSFR.US



City Mission: To protect, preserve, and enrich the heritage, traditions, and independence of the city through quality service and a commitment to excellence.

City Vision: An inclusive and prosperous community guided by our traditions, and natural environment.

Please Note: The State of Florida has a very broad public records law. Most written material to or from City officials regarding City business are public records and available to the public or media upon request. Your e-mail communications and/or e-mail attachments may be subject to public disclosure.

From: Amber Thompson <athompson@ctsfl.us>
Sent: Wednesday, March 12, 2025 12:08 PM
To: Kevin Wodrich <kwodrich@tsfr.us>
Subject: FW: St Nicholas fire work event permit

Did this get approved?

From: nomikos christoforos <nomikoschristoforos@gmail.com>
Sent: Wednesday, March 12, 2025 11:46 AM
To: Amber Thompson <athompson@ctsfl.us>
Subject: St Nicholas fire work event permit

Warning: Unusual sender <nomikoschristoforos@gmail.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Good afternoon Amber,

My names Nomikos Christoforos, we met Friday. I'm the parish council member trying to get a brief 5 minute firework show at the church on 4/20. I still have to turn in our liability insurance and \$150 deposit. I had said I would bring it Monday, currently am waiting for that form from the church because they have to request it from the archdiocese. I should have it in by Friday.



City of Tarpon Springs, Florida

Office of the City Clerk & Collector

P.O. Box 5004

410 North Ring Avenue

Tarpon Springs, Florida 34688-5004

(727) 942-5614

Fax (727) 942-5619

MEMORANDUM

BOC MEETING: MARCH 25, 2025

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS

THROUGH: IRENE S. JACOBS, CMC, CITY CLERK & COLLECTOR

FROM: K. MICHELE MANOUSOS, CMC, DEPUTY CITY CLERK & COLLECTOR

SUBJECT: APPOINTMENT(S) – Housing Authority Board

BACKGROUND:

THIS OFFICE HAS BEEN NOTIFIED OF THE RESIGNATIONS OF MARTHA (MARTI) GIANCOLA, REGULAR MEMBER; AND JILLIAN JOY JACKSON-TORRES, RESIDENT MEMBER.

BOARD ACTION

TO APPOINT KAREN GALLAGHER, TO FILL THE UNEXPIRED TERM OF MARTHA (MARTI) GIANCOLA (**REGULAR MEMBER**). THIS TERM EXPIRES NOVEMBER 22, 2025; AND APPOINT KATHERINE BLEVENS, TO FILL THE UNEXPIRED TERM OF JILLIAN JOY JACKSON-TORRES (**RESIDENT MEMBER**). THIS TERM EXPIRED NOVEMBER 22, 2025.

****Please select from the application(s) on file from the following individual(s) who have expressed an interest in serving on this Board.***

Current Board Applicants						
Applicant's Choice of Board						
Application Date	Name	1st Choice	2nd Choice	3rd Choice	4th choice	ACADEMY Attendee
2/26/25	Katherine Blevens	TS Housing Authority				
3/20/25	Karen Gallagher	TS Housing Authority				

HOUSING AUTHORITY BOARD

NAME	TERM	TERM DATE	CONTACT INFORMATION
Linda Herring	3	11/22/2025	919 Hunter Lane, TS
Arlene Sullivan	2	11/22/2025	1403 Ventnor Avenue, TS
<i>*Filled expired term of T. Kontodiakos</i>			arlenesullivan@verizon.net
Jacqueline C. Malone	3	11/22/2025	313 Bay Street, TS
			jcmalone@tampabay.rr.com
Carmen Lake	2	11/22/2028	1017 Greenleaf Way, TS
<i>*filled unexpired term of D. Garvey*</i>	1*	11/22/2024	auditorwiz@gmail.com
Mary Delasin	2	11/22/2028	1504 Pointe Tarpon Blvd
<i>*Harry Wellman filled unexpired term</i>	1*	11/22/2024	mzdelasin@gmail.com
Martha (Marti) Giancola	1	11/22/2025	170 N. Spring Blvd
<i>(filled unexpired term of D. Pentrack</i>			martibg5@gmail.com
Resigned			
Jillian-Joy Jackson-Torres	1*	11/22/2025	539 E. Harrison St.
<i>*filled unexpired term of ML Matthews</i>			joybiz2202@gmail.com
Resident Member			
Resigned			

Updated: 03/09/2023

NO ALTERNATES ON THIS BOARD

Michele Manousos

From: Robbin Redd <robbin.redd@tarponhousing.com>
Sent: Monday, March 3, 2025 12:36 PM
To: Michele Manousos
Cc: Pamela Chekmazov
Subject: Housing Commissioner- Martha Giancola resigned

External sender <robbin.redd@tarponhousing.com>
Make sure you trust this sender before taking any actions.

Hi Michele,

I wanted to let you know that Martha Giancola recently resigned. She runs a business and after she started working as a Commissioner, the business made a decision to expand so she will be too busy at this time. She had so much professional experience and was passionate about our Agency mission and work. I bet she would have been so great long term.

I have a new candidate that has completed the City Application. I will send that to you now. Thanks

Robbin Redd, Executive Director
Tarpon Springs Housing Authority
Local Community Housing Corporation
500 S. Walton Avenue
Tarpon Springs, FL 34689

Cell: 813-405-7005
Office: 727-937-4411
Fax: 727-279-2814

email: robbin.redd@tarponhousing.com
website: www.tarponhousing.com



All email to and from the Tarpon Springs Housing Authority is subject to the Florida Public Records laws, Chapter 119, Florida Statutes. All email communications made or received by the Authority members or staff are considered public records and are retained. And, upon request, will be made available to the public and media.

From: Robbin Redd
Sent: Friday, November 22, 2024 10:26 AM

Michele Manousos

From: Robbin Redd <robbin.redd@tarponhousing.com>
Sent: Monday, March 3, 2025 12:44 PM
To: Michele Manousos
Cc: Pamela Chekmazov
Subject: NEW Resident Commissioner applicant- Katie Blevens
Attachments: Tarpon Springs Housing- City of Tarpon Commissioner Application Katie Blevens 2-2025.pdf

External sender <robbin.redd@tarponhousing.com>
Make sure you trust this sender before taking any actions.

Hi Michelle,

I wanted to share with you an Application I received from a Tarpon Springs Housing Authority resident that is interested in becoming a Resident Commissioner for the Housing Authority.

She would be taking the seat held by Jillian Jackson Torres who recently moved out of the Authority community to Pasco. Let me know if you have any questions.

Can you start the process of reviewing her application?

If it is approved to be included in a Council packet, can you let me know the date of the City Commission meeting.

Thanks much for your help....Robbin

Robbin Redd, Executive Director
Tarpon Springs Housing Authority
Local Community Housing Corporation
500 S. Walton Avenue
Tarpon Springs, FL 34689

Cell: 813-405-7005
Office: 727-937-4411
Fax: 727-279-2814

email: robbin.redd@tarponhousing.com
website: www.tarponhousing.com





Application for Service
on a City Committee or Board

NAME: Katherine Blevens
ADDRESS: 400 East Boyer St., Apt. #A
HOME PHONE: 727-510-3733 BUSINESS/CELL PHONE: 727-510-3733
DATE OF BIRTH: 01-12-85 EMAIL ADDRESS: Katie88553@yahoo.com

DRIVERS LICENSE NUMBER: _____

ARE YOU A CITY RESIDENT? YES: ☒ NO: _____

HOW LONG HAVE YOU BEEN A CITY RESIDENT? 4 years

LIST PERSONAL REFERENCES: TELEPHONE NUMBERS:

1 <u>Pam Blevens</u>	<u>727-415-1333</u>
2 <u>Victoria Blevens</u>	<u>727-485-3352</u>

(PLEASE NOTE: All applicants may be subject to a background check. Also, if appointed to certain boards you will be required to complete and file a Financial Disclosure Form, per Florida Statute)

LIST THREE BOARDS YOU ARE INTERESTED IN SERVING ON, AND REASONS WHY YOU ARE INTERESTED IN PARTICIPATING ON THESE BOARDS: (List in order of preference)

1 BOARD: T.S. Housing Authority INTEREST LEVEL: _____
I'm a resident & the resident's voice is
important to be included in decisions

2 BOARD: _____ INTEREST LEVEL: _____

3 BOARD: _____ INTEREST LEVEL: _____

(Continued)

ARE YOU AVAILABLE TO ATTEND EACH MONTH ON A REGULAR BASIS OR ON AN EMERGENCY BASIS AS NEEDED? (See Attached List of Board Meeting Times)

YES: ☒ NO: ☐

EXPAND ON YOUR FORMAL EDUCATION/PROFESSIONAL BACKGROUND AND HOW IT RELATES TO THE WORK OF THE BOARD(S) YOU HAVE LISTED.

Attended SPC for 2 years
I excellent grades. I've worked in medical offices & for
UHC & in all settings I had to work as a team,
brainstorm & others, attend countless meetings, etc.

DETAIL YOUR EXPERIENCE WORKING WITHIN A COMMITTEE STRUCTURE:

Accustomed
to attending regular meetings, working & others,
coming up & best solutions for all, problem
solving, etc.

DETAIL YOUR EXPERIENCE IN ARTICULATING A COMPLEX THOUGHT IN A PUBLIC FORUM:

my experience has been preparing something
written to be addressed in a public
forum - my manager asked me to write something

DO YOU SEE ANY REAL OR PERCEIVED CONFLICT OF INTEREST BETWEEN YOUR OCCUPATION/ BUSINESS INTEREST AND THE WORK OF THE BOARDS YOU HAVE LISTED?

YES: ☐ NO: ☒

for her to
say in our
meeting.

IF YES, PLEASE EXPLAIN:

X

SIGNATURE:

ICB

DATE:

02/26/25.

(Please return completed application to the City Clerk's Office)

Mailing Address:

City of Tarpon Springs

Attn: City Clerk's Office

P.O. Box 5004

Tarpon Springs, FL 34689-5004

Physical Address:

410 N. Ring Avenue

or

or

E-Mail Address:

Cityclerk1@ci.tarpon-springs.fl.us



Application for Service on a City Committee or Board

NAME: Karen Gallagher

ADDRESS: 33 Central Ct Tarpon Springs FL 34689

HOME PHONE: _____ BUSINESS/CELL PHONE: 703 405 9606

DATE OF BIRTH: 11/18/1968 EMAIL ADDRESS: KMGALLAGHER36@GMAIL.COM

DRIVERS LICENSE NUMBER: _____

ARE YOU A CITY RESIDENT? YES: ✓ NO: _____

HOW LONG HAVE YOU BEEN A CITY RESIDENT? 13 yrs

LIST PERSONAL REFERENCES:

TELEPHONE NUMBERS:

1 Susan Hales 202 585 8589

2 Robert Wood 607 725 4412

(PLEASE NOTE: All applicants may be subject to a background check. Also, if appointed to certain boards you will be required to complete and file a Financial Disclosure Form, per Florida Statute)

LIST THREE BOARDS YOU ARE INTERESTED IN SERVING ON, AND REASONS WHY YOU ARE INTERESTED IN PARTICIPATING ON THESE BOARDS: (List in order of preference)

1 BOARD: T.S. Housing Authority INTEREST LEVEL: PREFERRED

2 BOARD: _____ INTEREST LEVEL: _____

3 BOARD: _____ INTEREST LEVEL: _____

(Continued)

ARE YOU AVAILABLE TO ATTEND EACH MONTH ON A REGULAR BASIS OR ON AN EMERGENCY BASIS AS NEEDED? (See Attached List of Board Meeting Times)

YES: ☒ NO: ☐

EXPAND ON YOUR FORMAL EDUCATION/PROFESSIONAL BACKGROUND AND HOW IT RELATES TO THE WORK OF THE BOARD(S) YOU HAVE LISTED. DOCTORATE OF PHYSICAL THERAPY

AS A HOME HEALTH CARE PT I HAVE TREATED PATIENTS IN THEIR HOMES IN LOW INCOME HOUSING/COMMUNITIES AND MOTELS.

DETAIL YOUR EXPERIENCE WORKING WITHIN A COMMITTEE STRUCTURE: SERVED 2 TERMS AS

A DIRECTOR ON THE BOARD FOR T.S. ROTARY CLUB, SERVED AS A MEMBER OF THE CHARTER REVISION COMMISSION (2019), ONE OF ORIGINAL MEMBERS TO SERVE ON SUSTAINABILITY ADVISORY COMMITTEE (2019-2023) GRADUATE OF INITIAL T.S. CITIZEN'S ACADEMY (2016)

DETAIL YOUR EXPERIENCE IN ARTICULATING A COMPLEX THOUGHT IN A PUBLIC FORUM:

PERFORMED SERGEANT AT ARMS DUTIES FOR 1 TERM FOR T.S. ROTARY CLUB HAVE ADDRESSED CITY COMMISSIONERS @ T.S. COMMISSION BOARD MTGS.

DO YOU SEE ANY REAL OR PERCEIVED CONFLICT OF INTEREST BETWEEN YOUR OCCUPATION/ BUSINESS INTEREST AND THE WORK OF THE BOARDS YOU HAVE LISTED?

YES: ☐ NO: ☒

IF YES, PLEASE EXPLAIN:

SIGNATURE:

Karen Hallgren

DATE:

3/20/25

(Please return completed application to the City Clerk's Office)

Mailing Address:

City of Tarpon Springs

Attn: City Clerk's Office

P.O. Box 5004

Tarpon Springs, FL 34688-5004

Physical Address:

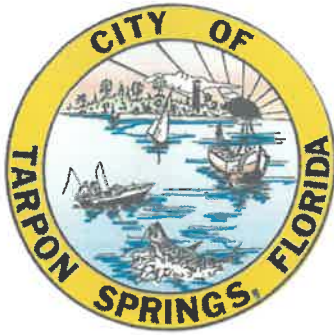
410 N. Ring Avenue

E-Mail Address:

Cityclerk1@ci.tarpon-springs.fl.us

or

or



City of Tarpon Springs, Florida

City Clerk & Collector

P.O. Box 5004
410 North Ring Avenue
Tarpon Springs, Florida 34688-5004
(727) 942-5614
Fax (727) 942-5619

MEMORANDUM

BOC MEETING: MARCH 25, 2025

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS

THROUGH: IRENE S. JACOBS, CMC, CITY CLERK & COLLECTOR

FROM: K. MICHELE MANOUSOS, CMC, DEPUTY CITY CLERK & COLLECTOR

SUBJECT: APPOINTMENTS – PUBLIC ART COMMITTEE

BACKGROUND: Currently, this Committee has four vacancies. At this time, we have one application we are bringing forward for the Board's consideration.

BOARD ACTION: To Appoint * to fill the unexpired term
Graham Jones this term would expire October 31, 2025.

****Please select from the list below:**

Current Board Applicants						
Applicant's Choice of Board						
Application Date	Name	1st Choice	2nd Choice	3rd Choice	4th choice	CITIZENS ACADEMY
3/7/25	Martha D. Hickey	Public Art Committee				

PUBLIC ART COMMITTEE

Est. Ordinance 2007-23

Name	Term	BOC	Expiration	
KATIE TAYLOR	1*	11/19/2024	10/31/2026	1991 Douglas Lane
*Filled unexpired term of J.Jennings	Alt #1	11/7/2023	11/19/2024	727-543-6870
				heavenlyk4@gmail.com
VACANT - JONES			10/31/2025	
VACANT SEAT - TOTH			10/31/2025	
ELENI (BEEBA) CHRISTOPOULOS	1	11/8/2022	10/31/2025	1402 Forde Avenue
filled R. Stackhouse vacancy	1partial-Alt1	7/12/2022	10/31/2023	727-560-0612
				beebea@mac.com
DAWN ARBETELLO	1-RM	6/18/2024	10/31/2026	1366 Cottage Grove Road
	Att #2	11/8/2022	6/18/2024	727-798-0069
				arbcreative@yahoo.com
VACANT - ALT #1				
VACANT - ALT. #2				

Updated: 11/22/2024

Michele Manousos

From: Diane Wood
Sent: Thursday, March 13, 2025 3:58 PM
To: Michele Manousos
Cc: Megan McIntyre
Subject: RE: Public Art Committee Members

Hi, Michele, 

Phyllis Connolly wants her application to be removed. She's no longer interested. I don't believe that Dianne Brown is qualified or is that interested in public art (we were listed last and she has no art background listed). If Martha Hickey has sent you her application, I have talked to her and she is good to go. Please let me know which BOC meeting you'll be submitting Martha's application at.

Thank you,
Diane

Diane Wood
Director, Cultural & Civic Services Department
City of Tarpon Springs, P.O. Box 5004, Tarpon Springs, FL 34688
dwood@ctsfl.us | 727.942.5605 or Ext. 3002
www.TarponArts.org | www.ExploreTarponSprings.com

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the City are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

From: Michele Manousos <mmanousos@ctsfl.us>
Sent: Thursday, March 13, 2025 10:48 AM
To: Diane Wood <dwood@ctsfl.us>
Subject: RE: Public Art Committee Members

Have you spoken with Ms. Connolly? Is she good to go ?

K. Michele Manousos, CMC
Deputy City Clerk & Collector

From: Diane Wood <dwood@ctsfl.us>
Sent: Thursday, March 13, 2025 9:27 AM
To: Michele Manousos <mmanousos@ctsfl.us>
Cc: Megan McIntyre <mmcintyre@ctsfl.us>; Brandon Groc <bgroc@ctsfl.us>
Subject: Public Art Committee Members

Hi, Michele,

I would like to bring forward the applications for Patricia Connolly and Martha Hickey at an upcoming BOC meeting so we can get them on board in time for the April 9 PAC meeting.

Thanks,
Diane

§ 289.00 - PUBLIC ART COMMITTEE.

- (A) There is hereby created and established a committee to be known as the Public Art Committee.
- (B) The Public Art Committee shall consist of five (5) members, plus two (2) alternate members. The alternate members may substitute for any member of the Committee who is unable to be present at a scheduled Committee meeting. If both alternates are present at a meeting and only one (1) is needed, the member with seniority shall vote. If both have equal seniority the voting member shall be selected by drawing names out of an opaque receptacle. In addition, the Committee is encouraged to have as one (1) additional ad hoc non-voting member, a student who would sit as an observer of the Public Art Committee. Membership of the Public Art Committee shall include a mixture of the following types of individuals: (1) Design Professionals; (2) Visual Artists; (3) Private citizens knowledgeable in the field of Public Art, education, or community affairs; and (4) A student who shall be an ex officio member.
- (C) All members shall reside in the City. Appointments for voting members shall be made for three (3) years. A member may be reappointed upon approval of the Board of Commissioners.
- (D) Selection of the Committee members shall reflect the ethnic, artistic, economic, and demographic diversity of the community. All Committee members shall possess an awareness of contemporary art as well as other traditional art forms.
- (E) City staff shall attend Public Art Committee meetings whenever possible and shall serve as advisor(s) to the Committee without a vote.

(Ord. 2007-23, passed 7-17-07; Am. Ord. 2008-30, passed 1-27-09; Am. Ord. 2016-13, passed 1-24-17; Am. Ord. No. 2023-01, passed 2-14-23)



Application for Service on a City Committee or Board

Citizens Academy Graduate: _____

NAME: MARTHA D. HICKEY
ADDRESS: 1619 KISMET COURT - TARPON SPRINGS
HOME PHONE: NONE BUSINESS/CELL PHONE: 513 765-6219
DATE OF BIRTH: 12-1-44 EMAIL ADDRESS: MARTHA.D.HICKEY@GMAIL.COM
DRIVERS LICENSE: Please attach a copy of your Drivers License with this application
(City Clerk's Office will retain copy only)

ARE YOU A CITY RESIDENT? YES: ☒ NO: ☐

HOW LONG HAVE YOU BEEN A CITY RESIDENT? Almost 7 yrs

LIST PERSONAL REFERENCES:

TELEPHONE NUMBERS:

- 1 MARY McCLEOD 404 538-1688
- 2 RICHARD WARNEKE 727 741-2454

(PLEASE NOTE: All applicants may be subject to a background check. Also, if appointed to certain boards you will be required to complete and file a Financial Disclosure Form, per Florida Statute)

LIST THREE BOARDS YOU ARE INTERESTED IN SERVING ON, AND REASONS WHY YOU ARE INTERESTED IN PARTICIPATING ON THESE BOARDS: (List in order of preference)

1 BOARD: PUBLIC ARTS INTEREST LEVEL: 1
COMMITTEE

2 BOARD: _____ INTEREST LEVEL: _____

3 BOARD: _____ INTEREST LEVEL: _____

(Continued)

ARE YOU AVAILABLE TO ATTEND EACH MONTH ON A REGULAR BASIS OR ON AN EMERGENCY BASIS AS NEEDED? (See Attached List of Board Meeting Times)

YES: ☒ NO: ☐ UNLESS TRAVELING

EXPAND ON YOUR FORMAL EDUCATION/PROFESSIONAL BACKGROUND AND HOW IT RELATES TO THE WORK OF THE BOARD(S) YOU HAVE LISTED.

TRAVELED A LOT ON BUSINESS IN PROFESSIONAL LIFE. BECAME INTERESTED IN PHOTOGRAPHY TO TAKE PHOTOS OF PLACES I MAY NEVER GET TO VISIT AGAIN

DETAIL YOUR EXPERIENCE WORKING WITHIN A COMMITTEE STRUCTURE:

VOLUNTARY ORGANIZATIONS COMMITTEES FOR FUND RAISERS AND TARPON SPRINGS ART ASSOCIATION ART EXHIBITS

DETAIL YOUR EXPERIENCE IN ARTICULATING A COMPLEX THOUGHT IN A PUBLIC FORUM:

GIVING OUT AWARDS AT ART EXHIBITS. PRESIDENT OF TARPON SPRINGS ART ASSOCIATION

DO YOU SEE ANY REAL OR PERCEIVED CONFLICT OF INTEREST BETWEEN YOUR OCCUPATION/ BUSINESS INTEREST AND THE WORK OF THE BOARDS YOU HAVE LISTED?

YES: ☐ NO: ☒

IF YES, PLEASE EXPLAIN:

SIGNATURE:

Matthew Hickory

DATE:

3-7-25

Please return completed application to the City Clerk's Office:

Mailing Address:

City of Tarpon Springs
Attn: City Clerk's Office
P.O. Box 5004

or

Physical Address:
410 N. Ring Avenue

or

E-Mail Address:

cityclerk1@ctsf1.us

Tarpon Springs, FL 34688-5004



City of Tarpon Springs, Florida

City Clerk & Collector

P.O. Box 5004
410 North Ring Avenue
Tarpon Springs, Florida 34688-5004
(727) 942-5614
Fax (727) 942-5619

MEMORANDUM

BOC MEETING: MARCH 25, 2025

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS

THROUGH: IRENE S. JACOBS, CMC, CITY CLERK & COLLECTOR 

FROM: K. MICHELE MANOUSOS, CMC, DEPUTY CITY CLERK & COLLECTOR 

SUBJECT: APPOINTMENTS – **SUSTAINABILITY COMMITTEE**

BACKGROUND: Currently, this Committee has four vacancies. The current Alternate #1, Sioban Nehin would like to be considered for one of the vacant regular member positions. Also, at this time, we have one application we are bringing forward for the Board's consideration.

BOARD ACTION: TO APPOINT _____ A or B* _____, TO FILL THE UNEXPIRED TERM OF DORY LARSEN. THIS TERM WILL EXPIRE SEPTEMBER 30, 2025; and APPOINT _____ A or B* _____ TO FILL ONE OF THE REGULAR MEMBER POSITIONS. THIS TERM WOULD EXPIRE, SEPTEMBER 30, 2027.

- A) Move the current Alternate #1, Sioban Nehin OR
B) Appoint from the list below (Dianne Brown)

***Please select from the list of applicant(s) below:**

Current Board Applicants						
Applicant's Choice of Board						
Application Date	Name	1st Choice	2nd Choice	3rd Choice	4th choice	CITIZENS ACADEMY Attendee
2/24/25	Dianne Brown	Sustainability	Library Board	Public Art		

SUSTAINABILITY COMMITTEE MEMBERS

NAME	TERM	BOC	TERM DATE	CONTACT INFORMATION
DORY LARSEN	2	11/8/2022	9/30/2025	1846 LEXINGTON PL
RESIGNED	1	8/27/2019	9/30/2022	H: 727.938.3177
				C: 727.410.4804
				dory.larsen@gmail.com
VACANT (Mandalou)			9/30/2027	
DENISE MANNINO	3	9/17/2024	9/30/2025	470 CYPRESS ST
	2	9/14/2021	9/30/2024	C: 206.351.3507
	1	8/27/2019	9/30/2021	manninoarts@icloud.com
VACANT (Saenger)			9/30/2027	
CAROL MICKETT	2	11/8/2022	9/30/2025	735 CHESAPEAKE DR
Alternate #2	1	11/17/2020	9/30/2023	C: 727-642-9897
				mickettstackhouse@gmail.com
SIOBHAN A. NEHIN	1	11/7/2023	9/30/2026	726 Charlotte Avenue
Alternate #1				727-452-5107
				snehin@mac.com
VACANT - Alternate #2				

Updated: 09/25/2024

Section 4. Qualifications of members.

- 
- a) Whenever possible the Board of Commissioners shall appoint members who have demonstrated expertise, training, education, interest, or experience in fields related to sustainability and the practical application thereof, such as: physical, biological, or health sciences, engineering, environmental law, environmental education, corporate responsibility, environmental science, energy management, environmental health and safety, sustainability communications, green building, land use planning, water conservation, resiliency planning, or other related fields.
 - b) Members should not only have an interest in environmental stewardship and the future of the City, but should also be: open to alternate points of view, analytical and balanced thinkers, collaborative problem solvers, excellent communicators and flexible advisors at the direction of the Board of Commissioners and their assigned City staff.
 - c) Members must meet the eligibility requirements of Section 8 of the City Charter, including being a resident of the City.
 - d) City employees, elected City officials, members of other City Advisory Boards or Committees and appointed City officers may not serve as members of the Sustainability Advisory Committee, as provided by the City Charter.

Michele Manousos

From: Holly Langston
Sent: Wednesday, February 26, 2025 3:59 PM
To: Michele Manousos
Cc: Thomas Kiger; Irene Jacobs
Subject: RE: Sustainability Advisory Committee Meeting Agenda Packet for 2/20

Hi Michele-

I have reviewed the Resolution, specifically Section 4. Qualifications of Members and feel that Dianne's application shows she meets the qualifications as outlined. Her background in education and owning her own businesses are good fits for infusing the Committee with different perspectives that link to Sustainability, which she states is a personal interest and she has created business sustainability plans. She has also served on committees previously in other locations/capacities and understands the commitment.

Thank you for scheduling her as an applicant before the BOC.

Holly

Holly Langston

Sustainability Coordinator



City of Tarpon Springs
Public Services

324 East Pine Street
Tarpon Springs FL, 34689
727-943-3555
hLangston@ctsfl.us

From: Michele Manousos <mmanousos@ctsfl.us>
Sent: Wednesday, February 26, 2025 12:30 PM
To: Holly Langston <hLangston@ctsfl.us>
Cc: Thomas Kiger <tkiger@ctsfl.us>; Irene Jacobs <ijacobs@ctsfl.us>
Subject: RE: Sustainability Advisory Committee Meeting Agenda Packet for 2/20

Attached is the only application I have on file.

Please make sure to review the resolution creating the sustainability committee for make up of the membership.

Let me know if this application meets the requirements and I will schedule before the BOC.

Thank you.

K. Michele Manousos, CMC



Application for Service on a City Committee or Board

Citizens Academy Graduate: Yes

NAME: Dianne Brown

ADDRESS: 17 Windrush Bay Drive

HOME PHONE: 727-616-8622 BUSINESS/CELL PHONE: 727-616-8622

DATE OF BIRTH: 12-17-1958 EMAIL ADDRESS: dianneh4u1@gmail.com

DRIVERS LICENSE: Please attach a copy of your Drivers License with this application
(City Clerk's Office will retain copy only)

ARE YOU A CITY RESIDENT? YES: ☒ NO: ☐

HOW LONG HAVE YOU BEEN A CITY RESIDENT? 5 years

LIST PERSONAL REFERENCES: TELEPHONE NUMBERS:

- | | |
|-------------------|--------------|
| 1 Patricia Bishop | 631-697-8853 |
| 2 Lynda Liker | 727-366-1305 |

(PLEASE NOTE: All applicants may be subject to a background check. Also, if appointed to certain boards you will be required to complete and file a Financial Disclosure Form, per Florida Statute)

LIST THREE BOARDS YOU ARE INTERESTED IN SERVING ON, AND REASONS WHY YOU ARE INTERESTED IN PARTICIPATING ON THESE BOARDS: (List in order of preference)

- 1 BOARD: Sustainability INTEREST LEVEL: 1
We need to provide examples to teach the practice of meeting the needs of the present without compromising the ability of future generations to meet their needs. I believe that humans and nature can coexist in a productive way.
- 2 BOARD: Library Board INTEREST LEVEL: 2
I started out in teaching and specialized in Reading/Writing. I owned a publishing company for over 25 years to promote literacy, analytical thinking, critical thinking and recreation creative thought processes. Freedom of Speech is one of the most profound fundamental constitutional rights in my opinion. Providing experiences for youth, adults and the community as a whole is a passion.
- 3 BOARD: Public Art Committee INTEREST LEVEL: 3
I grew up in a family that promoted the Arts, Culture and Diversity in expression. My aunt and uncle were artists and took me to art fairs of many different genres. My aunt also taught me expression of self in the arts in a confidence builder.

(Continued)

ARE YOU AVAILABLE TO ATTEND EACH MONTH ON A REGULAR BASIS OR ON AN EMERGENCY BASIS AS NEEDED? (See Attached List of Board Meeting Times)

YES: ☒ NO: ☐

EXPAND ON YOUR FORMAL EDUCATION/PROFESSIONAL BACKGROUND AND HOW IT RELATES TO THE WORK OF THE BOARD(S) YOU HAVE LISTED.

I have a AA in Accounting, A BA in Education and an MBA in Business Administration/Finance. I owned a Secretarial Service business, specializing in Tax preparation and Budgeting for Small Business. I also started a publishing house and operated Helm Publishing for 25 years.

DETAIL YOUR EXPERIENCE WORKING WITHIN A COMMITTEE STRUCTURE: Served on a

Minority Owned/Woman Owned Small Business Committee as a Treasurer. Served with VITA out of Chicago, Served on a Literacy Board as a Member for Volunteer Recruitment.

DETAIL YOUR EXPERIENCE IN ARTICULATING A COMPLEX THOUGHT IN A PUBLIC FORUM:

I have spoke on many occasions in front of audiences ranging from 4 years of age to 82 years of age. I also have written business plans detailing inception, development, and sustainability for growth. I have worked in government sectors gathering research and performing research for projects in many states. When I speak I practice the art of compassion, logic, and forward thinking. I think about what I say so that I say what I mean, convey that meaning in a concise form, and am open to opinions other than my own.

DO YOU SEE ANY REAL OR PERCEIVED CONFLICT OF INTEREST BETWEEN YOUR OCCUPATION/ BUSINESS INTEREST AND THE WORK OF THE BOARDS YOU HAVE LISTED?

YES: ☐ NO: ☒

IF YES, PLEASE EXPLAIN:

SIGNATURE:

Dianne Brown

DATE:

2/24/25

Please return completed application to the City Clerk's Office:

Mailing Address:

or

Physical Address:

or

E-Mail Address:

City of Tarpon Springs

410 N. Ring Avenue

cityclerk1@cityfl.us

Attn: City Clerk's Office

P.O. Box 5004

Tarpon Springs, FL 34685-5004

MEMORANDUM

Recommendation

Based on the totality of the circumstances, staff recommends accepting the proposal or in the alternative proposed a reasonable counter-offer to resolve this matter.

Background

The City has received the settlement proposal below from Brandon Smith-Gillespie seeking to resolve a code enforcement lien.

On August 21, 2024, Wells Fargo Bank, N.A., filed a Verified Complaint to Foreclose Mortgage, the City of Tarpon Springs was one of the named Defendants due to liens which had been filed. Wells Fargo asserted that it was owed \$130,643.18 plus interest. The Plaintiff filed a Motion for Summary Judgment on October 25, 2024, which was set for hearing on February 25, 2025. Judge Ramsberger ruled in favor of the Plaintiff and a Final Judgment for Foreclosure was entered on March 7, 2025, in the amount of \$151,468.35. The property was originally set for sale on April 3, 2025, however that date will be reset.

SETTLEMENT PROPOSAL

Code Enforcement Lien Resolution

Property Address: 1145 Riveredge Dr

Property Owner: Brandon Smith-Gillespie

INTRODUCTION

This proposal is submitted as a formal offer to resolve the outstanding code enforcement lien currently placed on the above-referenced property.

BACKGROUND

I first would like to predicate the proposal with an explanation of the financial details and overall terms in place to make the payment. These funds are being loaned to me by a friend who has agreed to help based solely on my word that I will repay him in the future. I've exhausted all my personal funds and my family is unable to assist financially with any amount of significance. It was extremely difficult to secure even this amount, as my current financial situation offers no collateral or guarantee beyond my personal promise of repayment. The code enforcement violations that led to this lien began several years ago when I was traveling extensively for my business. I had contracted a property management company to maintain the property, paying them monthly fees to ensure the property remained in compliance with all local ordinances. Unfortunately, despite receiving regular payments, this company failed to perform any maintenance whatsoever for over four years.

Due to this neglect, the property fell into disrepair, most notably with the pool becoming stagnant and the landscaping becoming overgrown. These conditions led to the imposition of daily fines of \$100, which accumulated without my knowledge as I was never formally served with any notifications regarding these violations or the accruing fines.

Upon discovering this situation, I immediately contacted the code enforcement department to address the issues and was given a specific set of actions that were required to address the causes of the code enforcement violation. Since then, I have taken the following steps :

1. Sold my personal vehicle to fund the necessary repairs to bring the property into compliance
2. Successfully completed all required work on the property
3. Secured a buyer who is ready to purchase the property in cash

CURRENT SITUATION

The property is now facing two significant encumbrances:

1. The code enforcement lien of approximately \$330,000(as of my most recent records)
2. A federal tax lien that has legal priority over the city's lien

Additionally, the property is in the final stages of foreclosure proceedings. If foreclosure is completed:

- The federal tax lien will take priority in any distribution of proceeds
- The mortgage holder will receive remaining proceeds after the tax lien
- The City of Tarpon Springs will receive no payment whatsoever on its code enforcement lien

PROPOSAL TERMS

I respectfully propose the following settlement:

1. Payment of \$25,000 to the City of Tarpon Springs as full and complete satisfaction of the code enforcement lien
2. Full release and discharge of the lien against the property(1145 Riveredge Drive, Tarpon Springs, FL 34689)
3. Full release of all parties named on the lien, including my father who was only a co-signer on the original mortgage
4. Payment will be made by check within 24 hours of acceptance of this proposal

JUSTIFICATION FOR SETTLEMENT

This settlement is reasonable and in the best interests of all parties for the following reasons:

1. **Guaranteed Payment to the City:** The proposed \$25,000 payment represents a guaranteed sum to the City, whereas foreclosure would result in the City receiving nothing due to the priority of the federal tax lien.

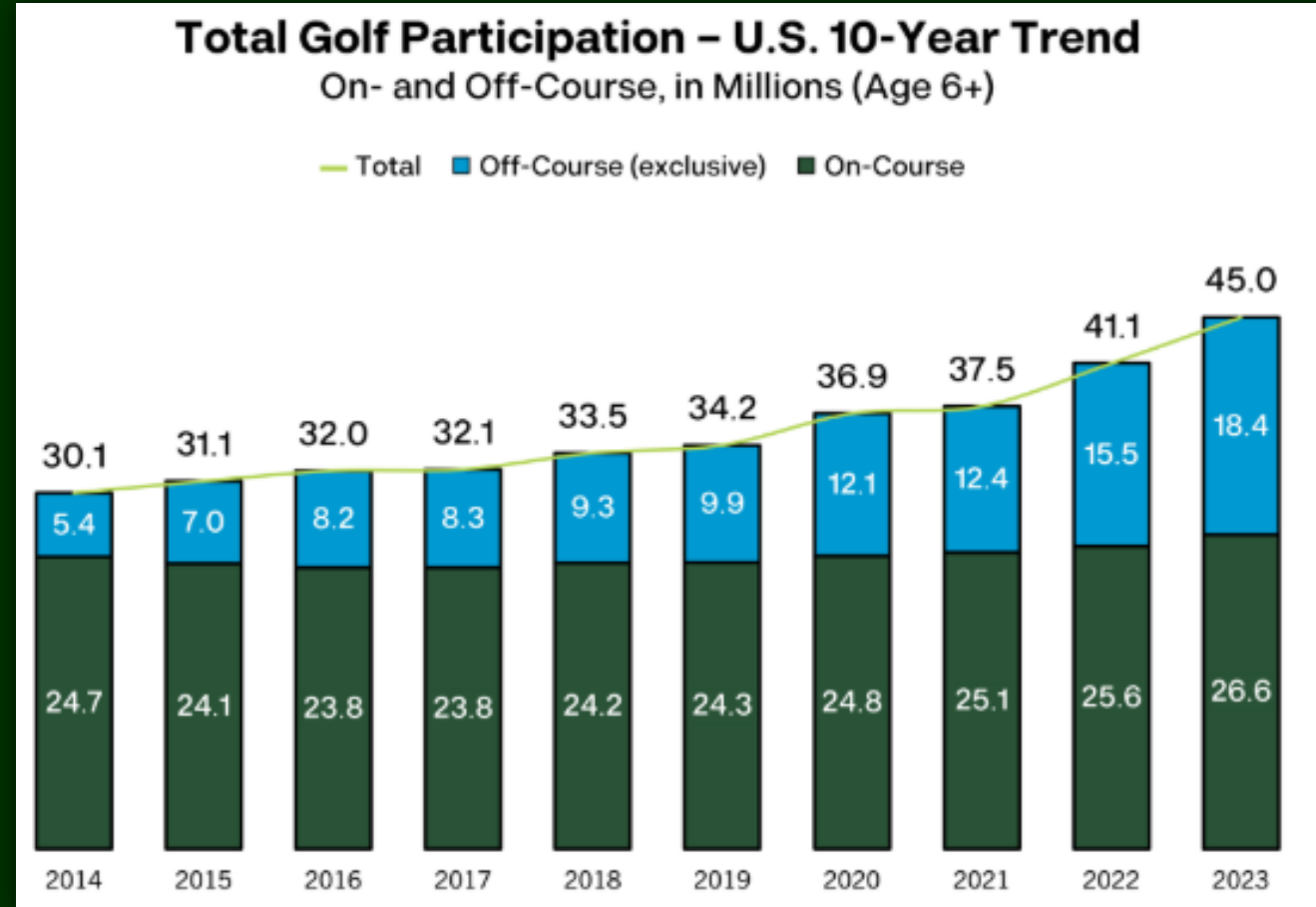
2. **Priority of Federal Tax Lien:** With Federal tax liens taking legal priority over municipal code enforcement liens, once foreclosure is completed, the IRS will collect first, leaving insufficient proceeds for junior lienholders.
3. **Inability to Pay Full Amount:** Due to the financial hardship caused by the COVID-19 pandemic, which resulted in the collapse of my business, I do not have the means to pay anywhere close to the full lien amount. As previously mentioned in emails, I spent my life savings paying my employees and company expenses in the hopes of keeping the company in business long enough to recover after the pandemic. The \$25,000 being offered is being loaned to me by a friend specifically for this purpose. This represents the absolute maximum amount I could secure from anyone willing to help in this situation, as I have no funds or remaining assets to offer as collateral.
4. **Lack of Formal Service:** I was never formally served with any notifications regarding the code violations or accruing fines, which raises procedural concerns about the enforcement of the full lien amount.
5. **Good Faith Remediation:** I have already invested significant resources to bring the property into full compliance with all code requirements.
6. **Protection of Innocent Co-Signer:** My father, who is 74 years old, is currently named on the lien solely because he co-signed the original mortgage. He had no involvement with the property's management and cannot retire until this matter is resolved. To just be frank, this situation is effecting his ability to retire is the most devastating to me. He never lived in or had involvement with the property whatsoever with the exception of co-signing the loan as I was in my early 20's and the bank would not agree to provide the mortgage without him as a co-signer.

Golf Course Business Plan and Clubhouse Update

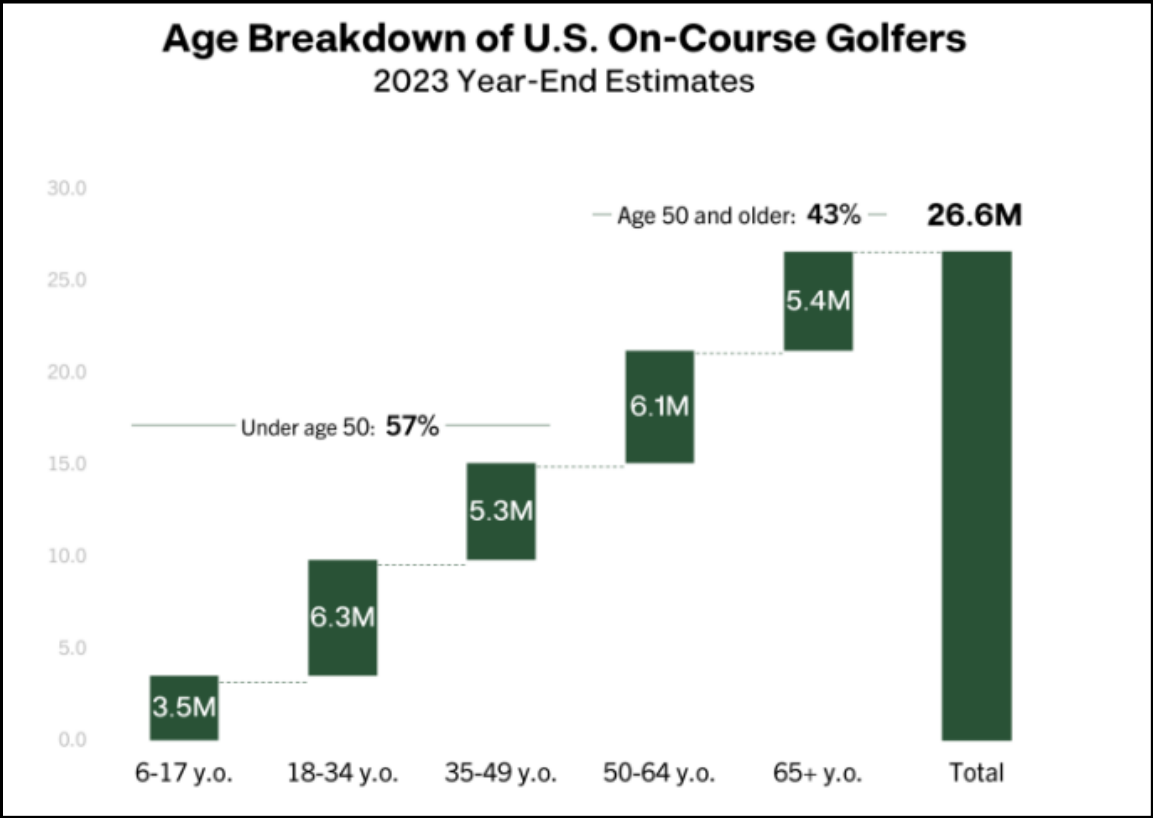


GOLF IS GROWING THE GAME!

- ④ Since 2020, Golf is the largest growing sport in America!
- ④ 3.4 Million Americans played golf for the first time in 2023!
- ④ 26.6 Million On-Course Golfers in the US
- ④ 40% Growth in Junior Golf since 2019
- ④ Golf is Cool!
- ④ Growth is driven by young adults, female participation, and the popularity of TopGolf, YouTube golf content, and the post-covid golf boom.



GOLF IS GROWING THE GAME!



THE MUNICIPAL GOLF RENAISSANCE

- ④ **Municipal Golf Courses are benefitting from the growth in golf nationally**
- ④ **Nearby public courses are reinvesting in facilities**
 - ④ **Dunedin : \$4.5M Course Renovation**
 - ④ **St. Pete Cypress Links: 10 new greens and clubhouse improvements**
 - ④ **Tampa Rogers Park: Digital Driving Range**

Golf's Munaissance continues apace in 2024

Driven by golf's ongoing popularity surge, brand-new municipal golf courses and significant renovations continue to make the game ever more appealing.

Dunedin Golf Club Restoration Groundbreaking

All are invited to attend! Join the City of Dunedin at the [Dunedin Golf Club](#) for the Groundbreaking Ceremony for the Donald Ross Course Restoration.

Free to attend. Music and coffee truck begin at 2:30 pm.

This event is presented by the City of Dunedin. For more information, please [email](#) or call 727-733-2134 ext. 7



Menu

Tampa Bay Times



Rogers Park Golf Course driving range in Tampa gets technological upgrade

The Toptracer Range tracks a ball's flight and displays its path in real time, among other features.

Florida – The Munaissance continues across the Sunshine State



The 'Babe' is Back, baby; and golfers are ready to take a swing

Babe Zaharias Golf Course in Forest Hills just completed renovations and is back, better than ever, to its adoring public and golfers.

By MIKE CAMUNAS, Tampa Beacon
Oct 7, 2024 Updated Oct 10, 2024

TARPON SPRINGS GOLF COURSE— *RE-INVESTING IN SUCCESS*

- ④ The Tarpon Springs Golf Course has grown with the game.
- ④ Over 60,000 rounds annually three consecutive years!
- ④ Additional play requires expansion of facilities.

④ Tee Box Renovations:

- ④ Completed August 2024
- ④ Expanded and renovated tee boxes to accommodate increased play

④ Clubhouse Goals:

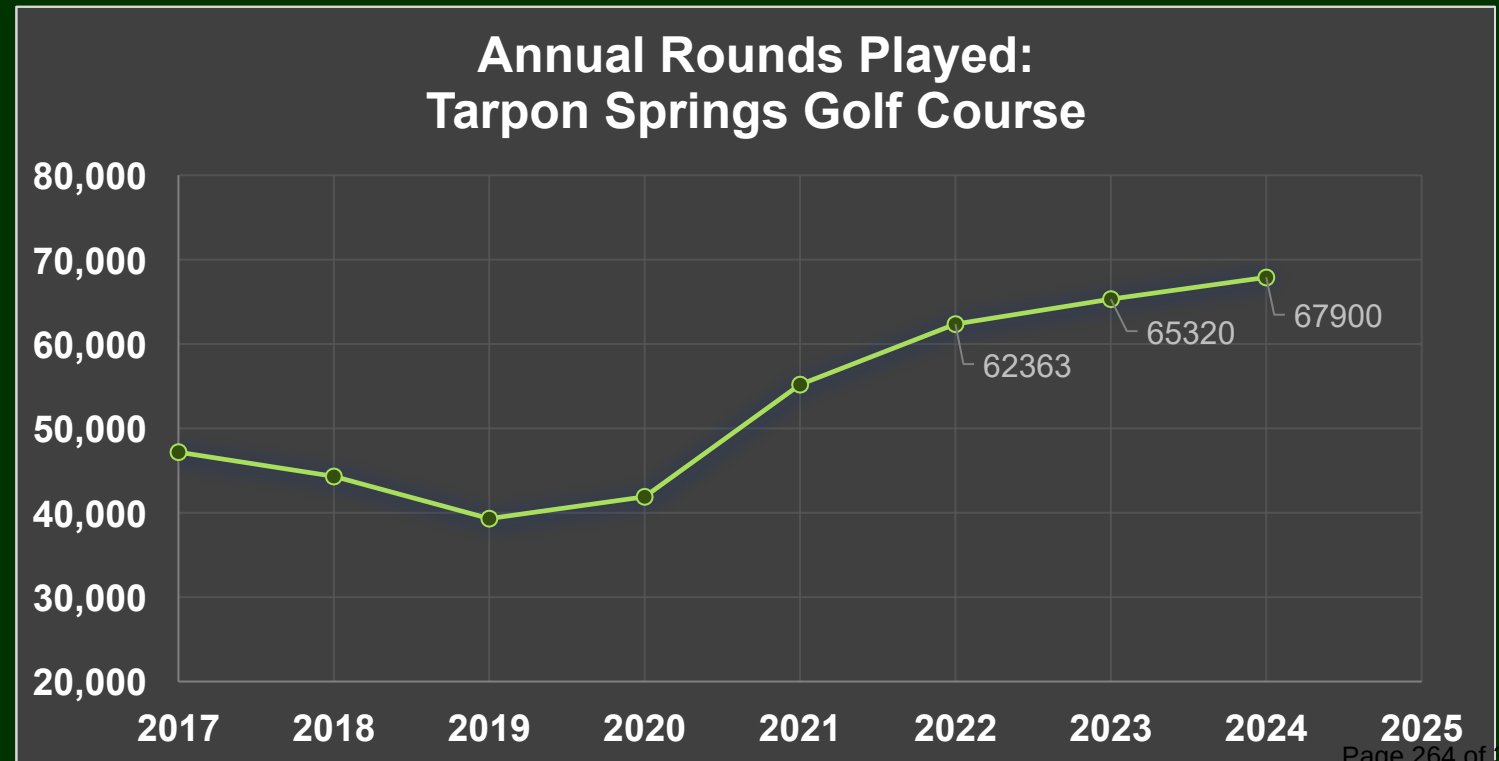
- ④ New facility, more parking
- ④ Expand space to host tournaments and events
- ④ Replace aging facility



Tee box 11: 2023

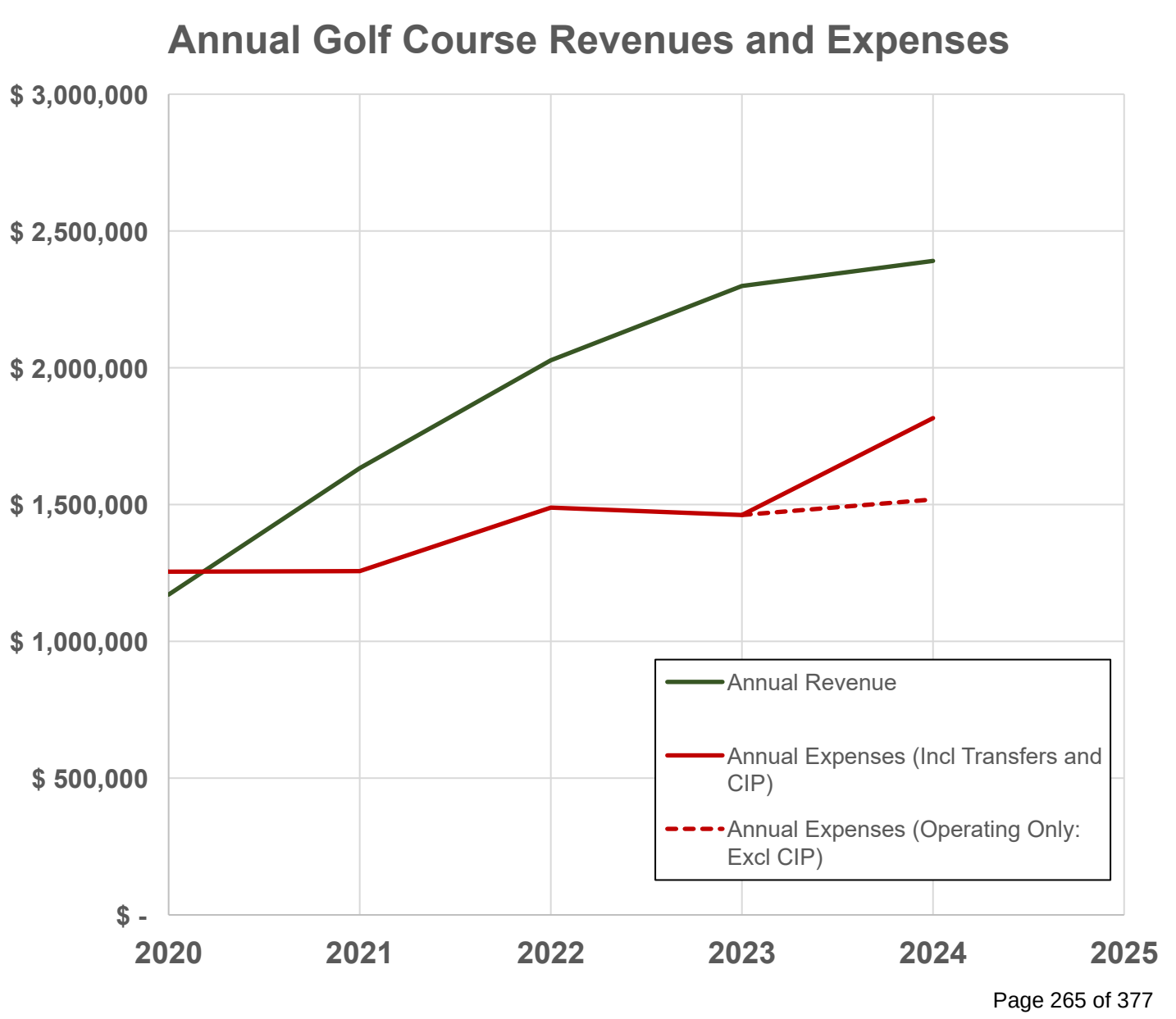


Tee box 11: Now

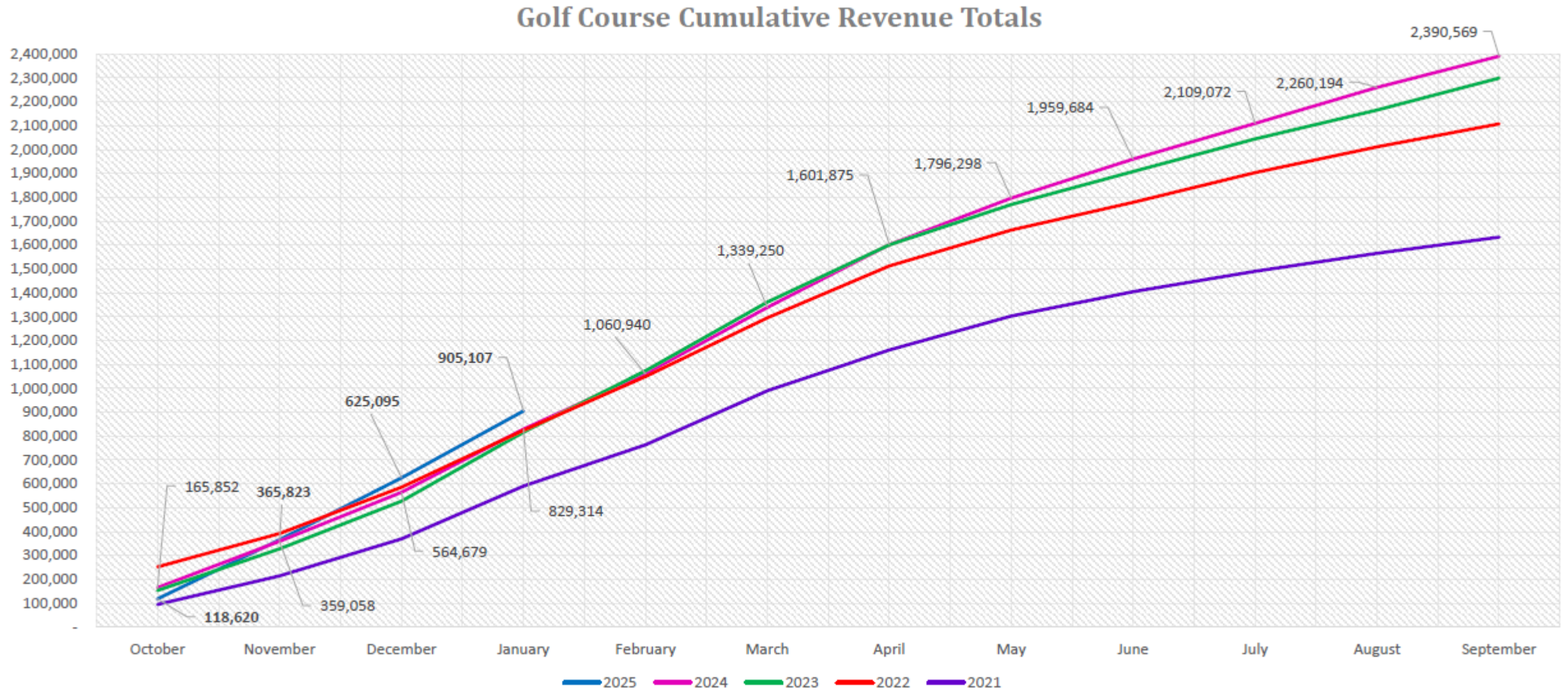


TARPON SPRINGS GOLF COURSE: FINANCIAL POSITION

- ④ 5 Years of Annual Operating Profit
- ④ Debt Free
- ④ \$800,000 in Net Operating Profit in 2024
- ④ \$1,025,000 in Cash Balance for FY24
- ④ Self-funded \$300,000 in Capital in FY24



FINANCIAL PERFORMANCE



- ④ November and December Revenues up 27% YOY
- ④ On track for another record year for revenues despite the weather



- ④ **Current clubhouse dates to early 1960s**
- ④ **Poorly maintained under private management and requires extensive repairs**
- ④ **Insufficient space to hold events or golf tournaments**
- ④ **Need additional parking to accommodate increase in play**
- ④ **Conceptual Design is Complete**
- ④ **Full Design funded in FY25**

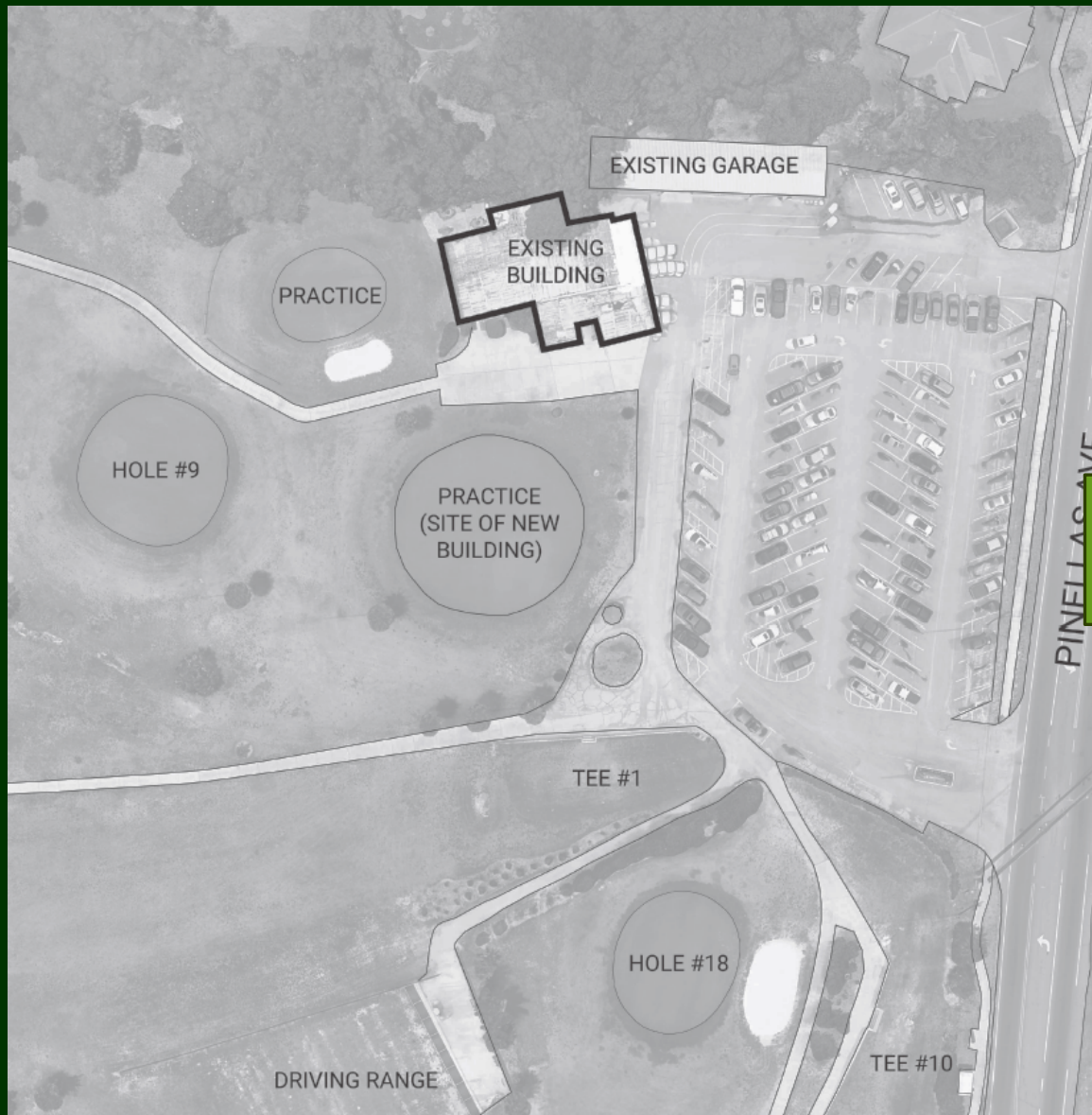
NEXT STEPS – NEW CLUBHOUSE



④ Clubhouse Goals:

- ④ Create an event space
- ④ Additional parking
- ④ More Food and Beverage Capability (*including liquor bar*)
- ④ Create a destination to attract and retain guests
- ④ Be financially sustainable while maintaining community affordability

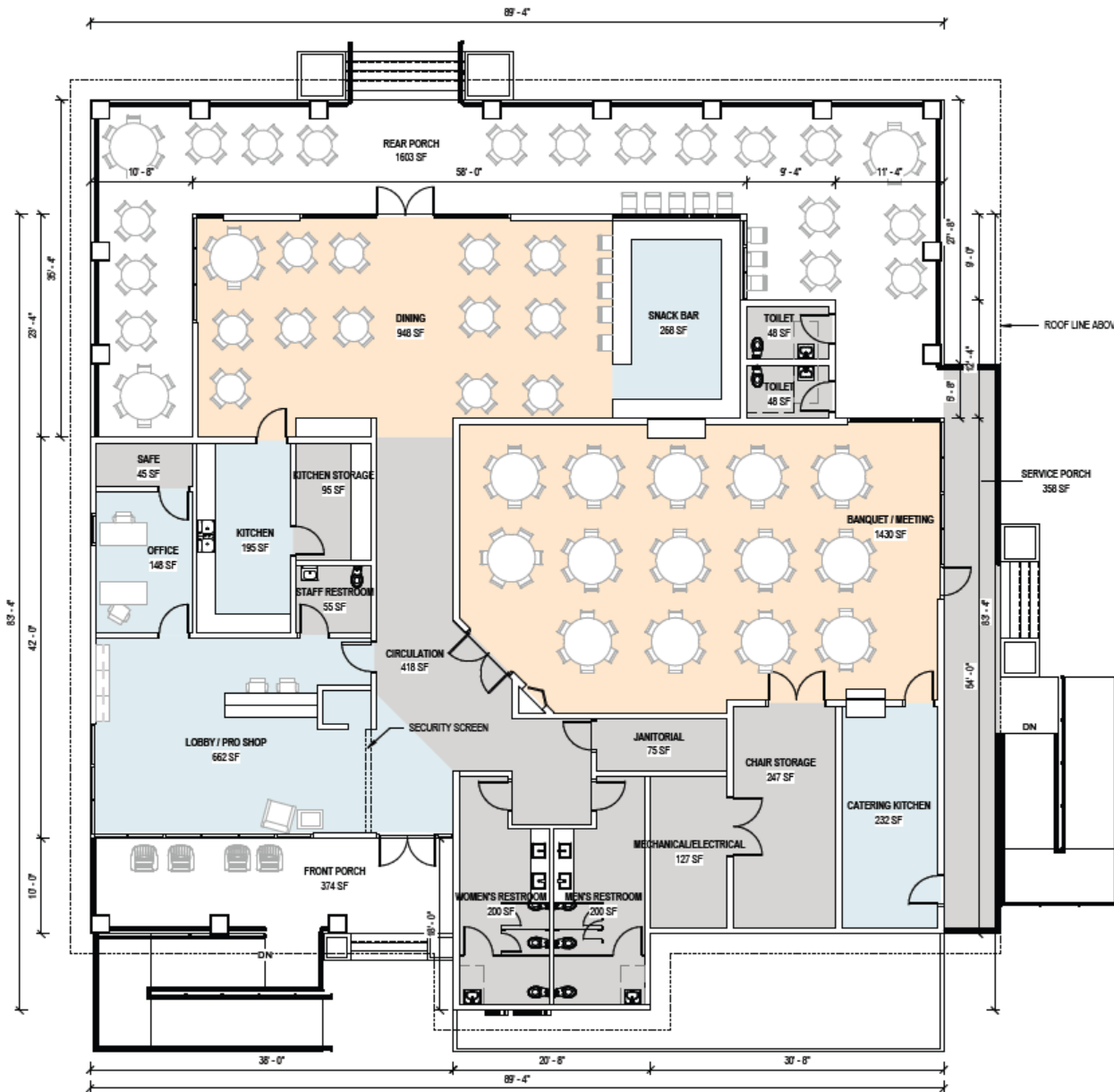
***NEXT STEPS – NEW
CLUBHOUSE***



CONCEPTUAL SITE PLAN



OPTION A: OLD FLORIDA FOR A HISTORIC COURSE



④ Details

- ④ Front Porch by the Pro Shop
- ④ Wrap-around back porch
- ④ 1400 SF Event Space
- ④ Indoor/outdoor bar
- ④ Catering kitchen
- ④ Outdoor facing restrooms
- ④ 5400 SF Conditioned Space
- ④ 2300 SF Outdoor Space
- ④ 22 Parking Spaces

OPTION A: OLD FLORIDA FOR A HISTORIC COURSE



OPTION A: BACK PORCH AND BAR



NORTH ELEVATION



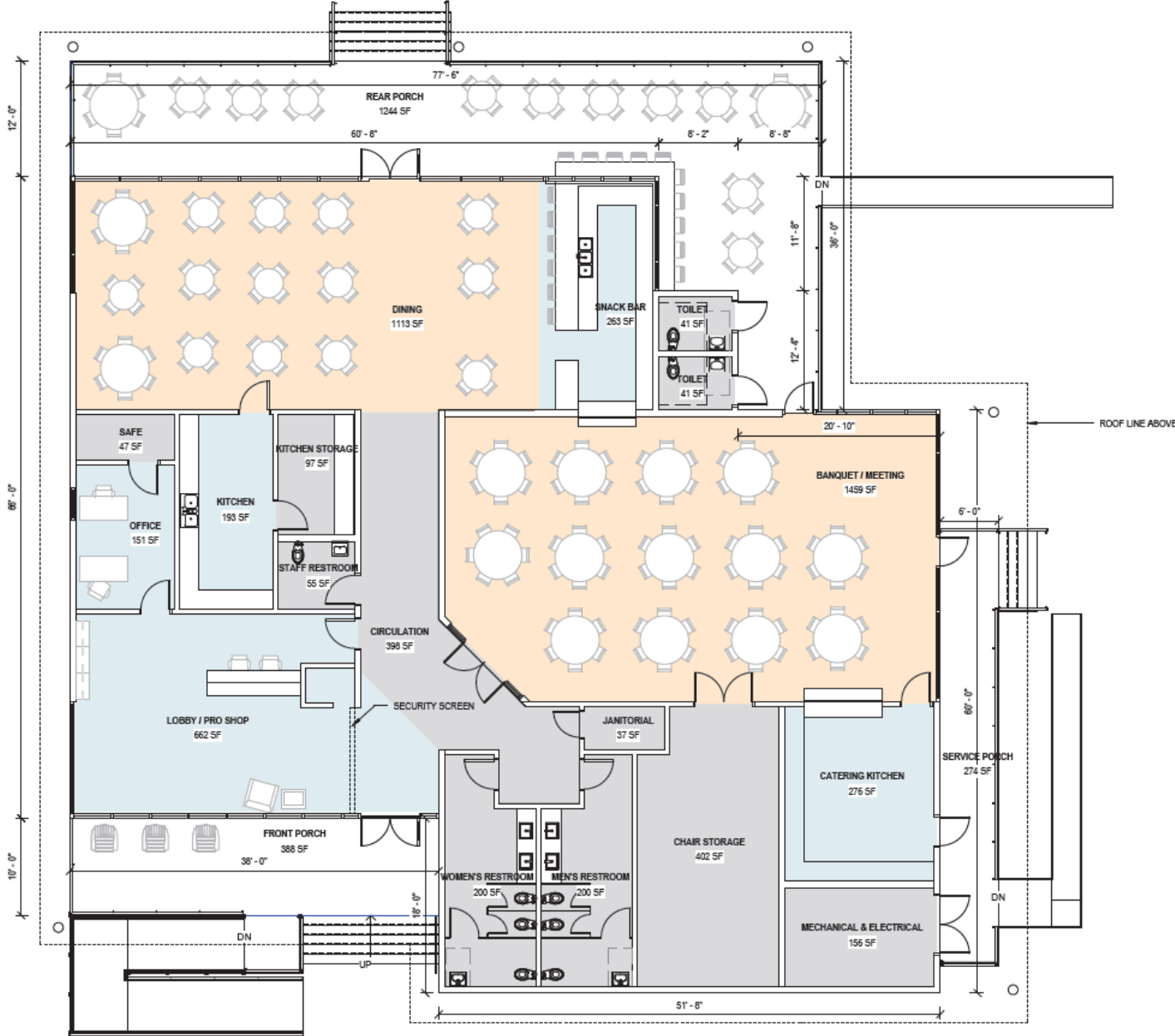
SOUTH ELEVATION



***OPTION A: SNACK
BAR AND PRO SHOP***



OPTION B: INSPIRED BY OUR CURRENT CLUBHOUSE



④ Details

- ④ Front Porch by the Pro Shop
- ④ Wrap-around back porch
- ④ 1400 SF Event Space
- ④ Indoor/outdoor bar
- ④ Catering kitchen
- ④ Outdoor facing restrooms
- ④ 5800 SF Conditioned Space
- ④ 1900 SF Outdoor Space
- ④ 22 Parking Spaces

OPTION B: INSPIRED BY OUR CURRENT CLUBHOUSE



OPTION B: BACK PORCH AND BAR



SOUTH ELEVATION



***OPTION B: SNACK
BAR AND PRO SHOP***

PROJECT COSTS



Option A:
**\$4.1M Total Cost Including
Parking Lot**



Option B:
**\$4.3M Total Cost Including
Parking Lot**

TARPON SPRINGS GOLF COURSE: BUSINESS PLAN

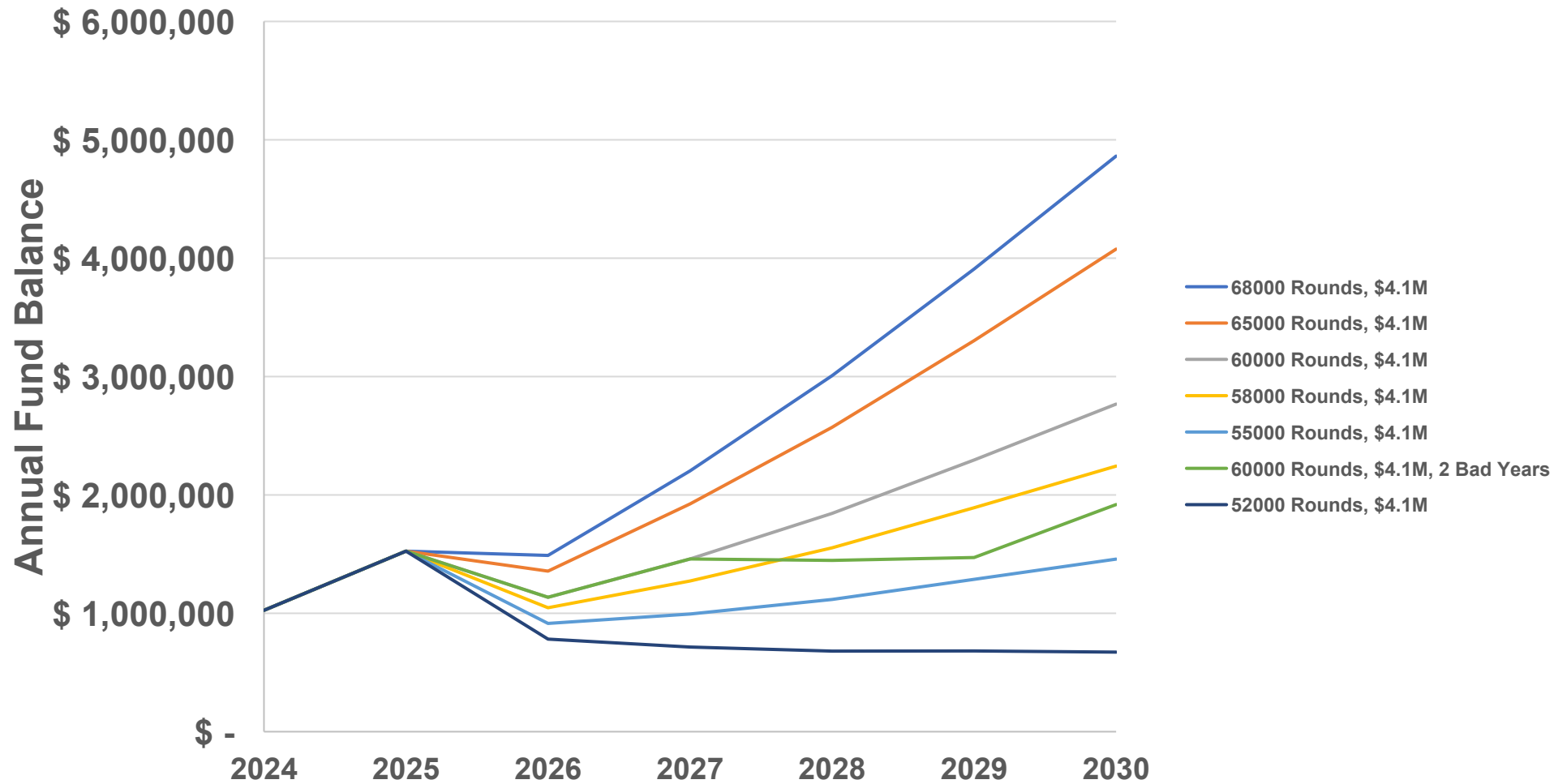
- ④ Complete Design in FY25
- ④ Fully Self-fund Clubhouse via 10-Year Construction Loan and \$500k Cash Funding
- ④ Construction in FY26
- ④ \$445k in Annual Debt Service
- ④ \$100k to \$200k in future annual CIP
- ④ Plan for 3.8% Annual operational increase
- ④ Plan for 3% Increased Revenue in FY27 due to clubhouse revenue streams (~\$80k)
- ④ Goal: Maintain fund balance of at least \$500k at 55,000 rounds per year



*60,000 Rounds per year Scenario

ANNUAL FUND BALANCE: SENSITIVITY ANALYSIS FOR ROUNDS PLAYED

\$4.1M Clubhouse Scenarios



Goal: Don't rely on One Forecast

MAINTAINING AFFORDABILITY

④ Affordability Efforts:

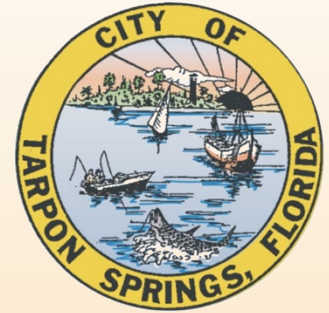
- ④ Continue City Resident Discount : \$4 per round
- ④ Maintain Junior Rate (\$17 for 18 holes)
- ④ Created a new affordable Weekday Afternoon League Rate in 2025

Rate / Course	Tarpon Springs	Chi Chi Rodriguez	Mangrove Bay	Rocky Point	Wentworth	Seven Springs
Resident Discount	✓	✗	✗	✗	✗	✗
Junior Rate	✓	✓	✓	✓	✗	✗
Early Bird	✓	✗	✓	✗	✗	✗
9-Hole Rate	✓	✗	✓	✗	✗	✗
Walking Rate	✓	✗	✓	✓	✗	✗
Twilight Rate	✓	✓	✓	✓	✓	✓
Discount Card / Membership	✓	✓	✓	✓	✓	✓

BOARD FEEDBACK AND DIRECTION



- 1) *Preferred Clubhouse Option*
- 2) *Path forward to proceed with project financing*



CITY OF TARPON SPRINGS, FLORIDA

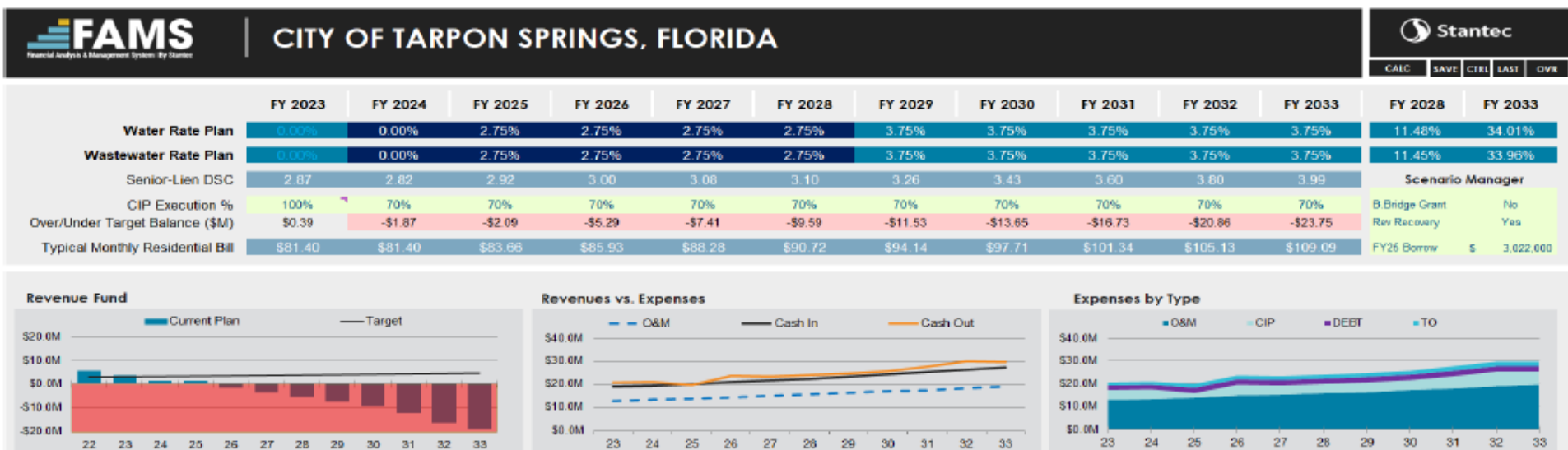
WHOLESALE WATER RATE:
DUKE ENERGY
3/25/25

BACKGROUND— PREVIOUS WATER RATE ANALYSIS

- 2023 : Annual Expenses exceeding revenues
- Rate Consultant Forecast negative water/sewer fund balances by FY25 or FY26
- Action Taken
 - Updated general water/sewer rates in FY24
 - Focused on finding ways to improve revenues while minimizing costs to citizens

FAMS - Control Panel

Status Quo - Adopted Rates



WATER AND WASTEWATER RATE CONTROL MEASURES

COST CUTS:

- FDEP approval to cancel \$5.0M injection well
- Cut \$1.2M Ops building in FY23
- Delayed over \$10M of capital projects in first three years
- Cut \$300k in operational budget in FY24
- Electrical cost savings thru solar installations

REVENUE RECOVERY

- **Implementing Third-Party Billing Audit - Est 3% Increased Revenue**
- **Accelerating Meter Replacement – Est 1% Increased Revenue per year**

ALTERNATIVE FUNDING

- **Awarded \$2.2 million in Resilient Florida Funding for AWWTF Electrical Resiliency Project**
- **Participating in 3M and DuPont PFAS Settlements: Final Award Pending**
- **Reviewing other revenue sources: Wholesale rate**

BACKGROUND— DUKE ENERGY WHOLESALE RATE

- City originally signed a wholesale water rate contract with Progress Energy (now Duke) in 2012, prior to the construction of the RO Water Plant
- City of Tarpon Springs is the exclusive water provider for the Duke Anclote Power Station
- Terms:
 - Duke Energy has a special wholesale rate established by contract
 - Cost shall be not greater than the Actual Cost to produce and deliver the potable water.
 - Actual Cost means:
 - Direct Operating Costs (salaries, chemicals, power, etc)
 - Operating Reserves, Bond Payments
 - Repair and Replacement Costs (Capital)
 - Cost must not be higher than any charge made to other City customers
 - Actual cost will be determined from time to time by the City Commission at a public meeting
 - 30 Day notice requirements and opportunity for Duke to present to BOC upon notice

TARPON SPRINGS/PROGRESS ENERGY WATER SUPPLY AGREEMENT

THIS AGREEMENT, made and entered into this 5 day of June, 2012, between **FLORIDA POWER CORPORATION** d/b/a **PROGRESS ENERGY FLORIDA, INC.**, a Florida corporation, with its principal office located at 299 First Avenue N., St. Petersburg, Florida 33701, hereinafter referred to as "PEF", and the **CITY OF TARPON SPRINGS, FLORIDA**, a municipal corporation of the State of Florida, whose principal place of business is located at 324 East Pine Street, Tarpon Springs, Florida 34689 hereinafter referred to as "City".

RECITALS

A. PEF is a key partner in the development and operation of the City's Alternative Water Supply Facility that benefits all of the residents of the City and the surrounding utility service area, including PEF

B. PEF is assisting the City by means of an Easement Agreement for discharge of water treatment residuals (concentrate) from its Alternative Water Supply Facility (Exhibit A); and by means of a Right of Way Utilization Agreement for the location and operation of pipelines and wells (Exhibit B).

C. PEF is desirous of securing a long term supply of potable water which is required in order to operate its Anclote Electric Generating Station in Pasco County (hereinafter "Station");

D. The City and PEF desire to agree to a water supply arrangement as outlined herein to remain in effect for the duration of this Agreement as a mutually agreed compensation and benefit to both parties.

WITNESSETH:

NOW, THEREFORE, for and in consideration of mutual covenants, terms and conditions herein contained and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, PEF and the City do hereby agree as follows:

1. **Recitals Incorporated.** The foregoing Recitals are true and correct and are incorporated herein by reference as fully enforceable agreements and representations by the parties hereto.
2. **Effective Date.** This Agreement shall be effective on the last of the dates reflected in the signature element of this Agreement on which the last of the parties to this Agreement has executed this Agreement.

ACTION TO DATE– DUKE ENERGY WHOLESALE RATE

- City staff identified the Duke Wholesale Rate as an opportunity to realign revenues with current operating costs
- Duke Wholesale rate has not been evaluated since 2017
- Updates needed to capture post-covid pricing changes, including increases in electrical costs
- Stantec Rate Consultants Completed an Updated Study on wholesale cost of water treatment and conveyance in early 2025.

Figure 3 – Calculated Cost of Wholesale/Bulk Water Service

	Supply / Treatment		Transmission	
Joint Cost of Water Service	\$	5,774,905	\$	1,566,611
Cost of Wholesale/Bulk Water Service:				
Eligible Cost %		100%		100%
Eligible Revenue Requirement	\$	5,774,905	\$	1,566,611
FY 2025 Proj Net Billed Water Demand (Kgal) ¹		975,980		975,980
Wholesale/Bulk Volumetric Rate per Kgal	\$	5.9170	\$	1.6052

PROPOSAL— UPDATE DUKE ENERGY WHOLESALE F

- *Staff recommend that the BOC update the Duke Energy Wholesale water rate from \$5.3261 per kgal to \$7.5222 per kgal*
- **This update will fully account for the cost of treatment and conveyance of water to Duke Energy**
- **Nearby wholesale rates to Duke Energy Ancloote Power Station:**
 - **FGUA - \$10.6846 per kgal**
 - **Pasco County - \$4.8000 per kgal**
- **Duke Energy uses about 62,000,000 gallons of water annually**
- *This proposal will increase utility revenues by approximately \$136,000 annually, which will not be born by residents*
- **Next Steps:**
 - **BOC guidance to move forward with updated pricing proposal**
 - **Staff will prepare Duke Energy pricing notice per contract and prepare an adoption resolution**



Questions?

7

RESOLUTION 2025-26

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, RATIFYING EXECUTIVE ORDER 2025-22 EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY TO MARCH 25, 2025, AND RATIFYING EXECUTIVE ORDER 2025-24 EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY TO APRIL 1, 2025, AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, Hurricane Helene posed a serious potential threat to the residents and property of Tarpon Springs; and

WHEREAS, Hurricane Helene caused extensive damage to commercial and residential buildings and areas; and

WHEREAS, on September 23, 2024, Governor DeSantis declared a State of Emergency throughout the state due to Hurricane Helene; and

WHEREAS, City Manager Mark G. LeCouris issued a local State of Emergency on September 24, 2024 due to Hurricane Helene; and

WHEREAS, City Manager Charles Rudd issued Executive Order 2025-22 extending the declaration of local State of Emergency through March 25, 2025, and Executive Order 2025-24 extending the declaration of local State of Emergency through April 1, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, DULY ASSEMBLED THAT:

Section 1. The Board of Commissioners hereby ratifies Executive Orders 2025-22, and 2025-24.

Section 2. This Resolution take effect immediately upon passage and adoption.

EXECUTIVE ORDER 2025-22

AN EXECUTIVE ORDER OF THE CITY MANAGER OF THE CITY OF TARPON SPRINGS, FLORIDA EXTENDING A STATE OF LOCAL EMERGENCY FOR TARPON SPRINGS DUE TO HURRICANE HELENE AND ITS IMPACT ON THE RESIDENTS AND PROPERTY OF THE CITY

WHEREAS, A State of Emergency was declared for the City of Tarpon Springs by Executive Order 2024-02 on September 24, 2024, due to the threat of Hurricane Helene; and,

WHEREAS, Hurricane Helene had a serious impact on the residents and property of Tarpon Springs; and

WHEREAS, Hurricane Helene caused damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the Board of Commissioners of Pinellas County has extended a State of Emergency effective March 18, 2025; and,

WHEREAS, Chapter 252, Florida Statutes, provides authority for a political sub-division such as the City of Tarpon Springs to declare and extend a State of Local Emergency as necessary in seven (7) day increments allowing the City to waive the procedures and formalities otherwise required of political sub-divisions by law pertaining to:

1. Performance of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community;
2. Entering into contracts;
3. Incurring obligations;
4. Employment of permanent and temporary workers;
5. Utilization of volunteer workers;
6. Rental of equipment;
7. Acquisition and distribution, with or without compensation, of supplies, materials and facilities;
8. Appropriation and expenditure of public funds.

WHEREAS, The City Commission of the City of Tarpon Springs duly adopted Ordinance 2005-11 on May 17, 2005, providing for declaration of a state of emergency within the City of Tarpon Springs by Executive Order of the City Manager.

NOW, THEREFORE, IT IS DECLARED by this Executive Order of the City Manager of the City of Tarpon Springs this 18th day of March 2025, that:

Section 1. Hurricane Helene had a serious impact on the lives and property of residents of Tarpon Springs, Florida; and

Section 2. The State of Local Emergency shall be extended effective the 18th day of March 2025, and shall be effective until March 25, 2025, or until rescinded for all territory within the legal boundaries of the City of Tarpon Springs, Florida; and

Section 3. The procedures and formalities required by law of a political sub-division are hereby waived as provided in Chapter 252, Florida Statutes.

Dated this 18th day of March, 2025.

Charles Rudd, City Manager

ATTEST:

Irene S. Jacobs, CMC, City Clerk & Collector

EXECUTIVE ORDER 2025-24

AN EXECUTIVE ORDER OF THE CITY MANAGER OF THE CITY OF TARPON SPRINGS, FLORIDA EXTENDING A STATE OF LOCAL EMERGENCY FOR TARPON SPRINGS DUE TO HURRICANE HELENE AND ITS IMPACT ON THE RESIDENTS AND PROPERTY OF THE CITY

WHEREAS, A State of Emergency was declared for the City of Tarpon Springs by Executive Order 2024-02 on September 24, 2024, due to the threat of Hurricane Helene; and,

WHEREAS, Hurricane Helene had a serious impact on the residents and property of Tarpon Springs; and

WHEREAS, Hurricane Helene caused damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the Board of Commissioners of Pinellas County has extended a State of Emergency effective March 25, 2025; and,

WHEREAS, Chapter 252, Florida Statutes, provides authority for a political sub-division such as the City of Tarpon Springs to declare and extend a State of Local Emergency as necessary in seven (7) day increments allowing the City to waive the procedures and formalities otherwise required of political sub-divisions by law pertaining to:

1. Performance of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community;
2. Entering into contracts;
3. Incurring obligations;
4. Employment of permanent and temporary workers;
5. Utilization of volunteer workers;
6. Rental of equipment;
7. Acquisition and distribution, with or without compensation, of supplies, materials and facilities;
8. Appropriation and expenditure of public funds.

WHEREAS, The City Commission of the City of Tarpon Springs duly adopted Ordinance 2005-11 on May 17, 2005, providing for declaration of a state of emergency within the City of Tarpon Springs by Executive Order of the City Manager.

NOW, THEREFORE, IT IS DECLARED by this Executive Order of the City Manager of the City of Tarpon Springs this 25th day of March 2025, that:

Section 1. Hurricane Helene had a serious impact on the lives and property of residents of Tarpon Springs, Florida; and

Section 2. The State of Local Emergency shall be extended effective the 25th day of March 2025, and shall be effective until April 1, 2025, or until rescinded for all territory within the legal boundaries of the City of Tarpon Springs, Florida; and

Section 3. The procedures and formalities required by law of a political sub-division are hereby waived as provided in Chapter 252, Florida Statutes.

Dated this 25th day of March, 2025.

Charles Rudd, City Manager

ATTEST:

Irene S. Jacobs, CMC, City Clerk & Collector

RESOLUTION 2025-27

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, RATIFYING EXECUTIVE ORDER 2025-23 EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY TO MARCH 25, 2025; AND RATIFYING EXECUTIVE ORDER 2025-25 EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY TO APRIL 1, 2025; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, Hurricane Milton posed a serious potential threat to the residents and property of Tarpon Springs; and

WHEREAS, Hurricane Milton caused extensive damage to commercial and residential buildings and areas; and

WHEREAS, on October 5, 2024, Governor DeSantis declared a State of Emergency throughout the state due to Hurricane Milton; and

WHEREAS, City Manager Charles Rudd issued a local State of Emergency on October 8, 2024 due to Hurricane Milton; and

WHEREAS, City Manager Charles Rudd issued Executive Order 2025-23 extending the declaration of local State of Emergency through March 25, 2025, and issued Executive Order Executive Order 2025-25 extending the declaration of local State of Emergency through April 1, 2025

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, DULY ASSEMBLED THAT:

Section 1. The Board of Commissioners hereby ratifies Executive Orders 2025-23, and 2025-25.

Section 2. This Resolution take effect immediately upon passage and adoption.

EXECUTIVE ORDER 2025-23

AN EXECUTIVE ORDER OF THE CITY MANAGER OF THE CITY OF TARPON SPRINGS, FLORIDA EXTENDING A STATE OF LOCAL EMERGENCY FOR TARPON SPRINGS DUE TO HURRICANE MILTON AND ITS IMPACT ON THE RESIDENTS AND PROPERTY OF THE CITY

WHEREAS, A State of Emergency was declared for the City of Tarpon Springs by Executive Order 2024-05 on October 8, 2024, due to the threat of Hurricane Milton (Tropical Storm Milton); and,

WHEREAS, Hurricane Milton had a serious impact on the residents and property of Tarpon Springs; and

WHEREAS, Hurricane Milton caused damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the Board of Commissioners of Pinellas County has extended a State of Emergency effective March 18, 2025; and,

WHEREAS, Chapter 252, Florida Statutes, provides authority for a political sub-division such as the City of Tarpon Springs to declare and extend a State of Local Emergency as necessary in seven (7) day increments allowing the City to waive the procedures and formalities otherwise required of political sub-divisions by law pertaining to:

1. Performance of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community;
2. Entering into contracts;
3. Incurring obligations;
4. Employment of permanent and temporary workers;
5. Utilization of volunteer workers;
6. Rental of equipment;
7. Acquisition and distribution, with or without compensation, of supplies, materials and facilities;
8. Appropriation and expenditure of public funds.

WHEREAS, The City Commission of the City of Tarpon Springs duly adopted Ordinance 2005-11 on May 17, 2005, providing for declaration of a state of emergency within the City of Tarpon Springs by Executive Order of the City Manager.

NOW, THEREFORE, IT IS DECLARED by this Executive Order of the City Manager of the City of Tarpon Springs this 18th day of March 2025, that:

Section 1. Hurricane Milton had a serious impact on the lives and property of residents of Tarpon Springs, Florida; and

Section 2. The State of Local Emergency shall be extended effective the 18th day of March 2025, and shall be effective until March 25, 2025, or until rescinded for all territory within the legal boundaries of the City of Tarpon Springs, Florida; and

Section 3. The procedures and formalities required by law of a political sub-division are hereby waived as provided in Chapter 252, Florida Statutes.

Dated this 18th day of March, 2025.

Charles Rudd, City Manager

ATTEST:

Irene S. Jacobs, CMC, City Clerk & Collector

EXECUTIVE ORDER 2025-25

AN EXECUTIVE ORDER OF THE CITY MANAGER OF THE CITY OF TARPON SPRINGS, FLORIDA EXTENDING A STATE OF LOCAL EMERGENCY FOR TARPON SPRINGS DUE TO HURRICANE MILTON AND ITS IMPACT ON THE RESIDENTS AND PROPERTY OF THE CITY

WHEREAS, A State of Emergency was declared for the City of Tarpon Springs by Executive Order 2024-05 on October 8, 2024, due to the threat of Hurricane Milton (Tropical Storm Milton); and,

WHEREAS, Hurricane Milton had a serious impact on the residents and property of Tarpon Springs; and

WHEREAS, Hurricane Milton caused damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the Board of Commissioners of Pinellas County has extended a State of Emergency effective March 25, 2025; and,

WHEREAS, Chapter 252, Florida Statutes, provides authority for a political sub-division such as the City of Tarpon Springs to declare and extend a State of Local Emergency as necessary in seven (7) day increments allowing the City to waive the procedures and formalities otherwise required of political sub-divisions by law pertaining to:

1. Performance of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community;
2. Entering into contracts;
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4. Employment of permanent and temporary workers;
5. Utilization of volunteer workers;
6. Rental of equipment;
7. Acquisition and distribution, with or without compensation, of supplies, materials and facilities;
8. Appropriation and expenditure of public funds.

WHEREAS, The City Commission of the City of Tarpon Springs duly adopted Ordinance 2005-11 on May 17, 2005, providing for declaration of a state of emergency within the City of Tarpon Springs by Executive Order of the City Manager.

NOW, THEREFORE, IT IS DECLARED by this Executive Order of the City Manager of the City of Tarpon Springs this 25th day of March 2025, that:

Section 1. Hurricane Milton had a serious impact on the lives and property of residents of Tarpon Springs, Florida; and

Section 2. The State of Local Emergency shall be extended effective the 25th day of March 2025, and shall be effective until April 1, 2025, or until rescinded for all territory within the legal boundaries of the City of Tarpon Springs, Florida; and

Section 3. The procedures and formalities required by law of a political sub-division are hereby waived as provided in Chapter 252, Florida Statutes.

Dated this 25th day of March, 2025.

Charles Rudd, City Manager

ATTEST:

Irene S. Jacobs, CMC, City Clerk & Collector

ORDINANCE NO 2025-05

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, ESTABLISHING SECTION 12.5-7 OF THE CODE OF ORDINANCES; OPERATING HOURS FOR CITY PARKS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tarpon Springs desires to codify the operating hours for all City Parks which are open to the public; and

WHEREAS, City Parks may provide different features necessitating different operating hours; and

WHEREAS, the City of Tarpon Springs Board of Commissioners desire to keep all members of the public informed as to the operating hours along with the rules for public usage of the City Parks.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, AS FOLLOWS:

SECTION 1. That Section 12.5-7, Operating Hours for City Parks, is hereby established to read as follows:

§ 12.5-7. – Operating Hours of City Parks

- (a) All non-illuminated city parks shall remain closed to the public between sunset and sunrise of the following day. The City Manager or his/her designee shall have the authority to change the closing hours for one or more parks at his/her discretion.
- (b) All illuminated fields, courts and the adjacent seating areas may remain open until 10 p.m. daily. The City Manager or his/her designee shall have the authority to change the closing hours for one or more illuminated parks at his/her discretion.
- (c) Each city park shall have its hours posted at the park and a complete list of park rules shall be maintained on the City's website.
- (d) All city park rules and regulations shall be enforceable under this ordinance.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. In the event a court of competent jurisdiction finds any part or provision of this Ordinance unconstitutional or unenforceable as a matter of law, the same shall be stricken and the remainder of the Ordinance shall continue in full force and effect.

SECTION 4. This Ordinance shall be codified in the City of Tarpon Springs Code of Ordinances.

SECTION 5. This Ordinance shall take effect immediately upon passage and adoption as a matter of law.



Project Administration Department

324 East Pine Street
Tarpon Springs FL 34689
(727) 942-5638

Memorandum

Date: March 25, 2025
To: Mayor, Board of Commissioners, and City Manager
Through: Bob Robertson, Project Administration Director
From: P.J. Harbert, Grant Project Specialist
Subject: Resolution 2025-24, Reallocation of Hazard Mitigation Grant Program (HMGP) to Elevate Florida Program.

Request

A decision by the Board of Commissioners through Resolution 2025-24 is requested to determine whether the City of Tarpon Springs shall support reallocating Hazard Mitigation Grant Program (HMGP) funds from Hurricanes Helene and Milton to the Elevate Florida Residential Mitigation Program. This resolution will direct Staff who serve on the Local Mitigation Strategy Working Group to vote in accordance with the Board of Commissioners decision.

Summary

A vote on the reallocation of HMGP funds to the Elevate Florida Program is scheduled to take place at the Local Mitigation Strategy Working Group meeting on March 26, 2025.

A vote in favor of reallocation is a vote supporting the following:

- Reallocation of all Pinellas County's HMGP funding allotment for Hurricanes Helene and Milton to the Elevate Florida program instead.
- Elevate Florida is a new State-run program through which homeowners can apply directly to the State for funding.
- Eligible projects include structure elevation, mitigation reconstruction, acquisition, demolition, and wind mitigation.
- At the time of this writing, 1,500 applications had been submitted from Pinellas County, 34 of which were from Tarpon Springs.
- The program works as a 75/25 funding apportionment, meaning 75% of the project cost is paid by the program and 25% of the cost is paid by the homeowner.
- Tarpon Springs residents could benefit from approximately \$7.6M of mitigation funding assuming \$300,000 average mitigation cost per home and 75% funding ratio.

A vote NOT in favor of reallocation is a vote supporting the following:

- Use of HMGP funds for municipal projects in Pinellas County.
- City application for HMGP funding for City projects.
- Funding allocation is a competitive process, subject to a project-by-project scoring and prioritization process.
- There is no guarantee that any project submitted to the LMS by the City would be approved for funding.
- Currently the City has \$3.2M of projects in the Helene/Milton HMGP funding queue.

Several documents are attached to this backup with additional detailed information about these options.

RESOLUTION NO. 2025-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, REGARDING THE REALLOCATION OF PINELLAS COUNTY HMGP FUNDS FOR HURRICANES HELENE AND MILTON TO THE ELEVATE FLORIDA PROGRAM.

WHEREAS, the Hazard Mitigation Grant Program (HMGP) is a federally funded program administered through the Florida Division of Emergency Management to support long-term hazard mitigation measures following major disasters; and

WHEREAS, the Elevate Florida Program is a statewide residential mitigation initiative designed to provide expedited relief for communities and homeowners by funding projects such as structure elevation, mitigation reconstruction, acquisition, demolition, and wind mitigation; and

WHEREAS, the Pinellas County Local Mitigation Strategy (LMS) Working Group is responsible for determining whether to reallocate HMGP funds from Hurricanes Helene and Milton to the Elevate Florida Program or retain said funds for local mitigation projects on Table D-1; and

WHEREAS, Pinellas County has received over 1,500 applications for the Elevate Florida Program, with 34 applications originating from Tarpon Springs, demonstrating the need for additional mitigation funding for residents; and

WHEREAS, the estimated cost per structural elevation project is approximately \$300,000 per home, leading to a projected funding need of \$10,200,000 for Tarpon Springs residents; and

WHEREAS, Tarpon Springs has submitted three (3) mitigation projects for consideration under HMGP funding should funds not be reallocated, but there is no guarantee that these projects will receive funding based on the scoring and ranking system used by the LMS Working Group; and

WHEREAS, a vote on the reallocation of HMGP funds to the Elevate Florida Program is scheduled to take place at the LMS Working Group meeting on March 26, 2025, with a majority vote determining whether Pinellas County, including Tarpon Springs residents, will have HMGP funds redirected;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Tarpon Springs, Florida, that:

1. The City of Tarpon Springs supports/does not support (select one) the reallocation of Pinellas County HMGP funds from Hurricanes Helene and Milton to the Elevate Florida Program.
2. The City acknowledges the potential benefits and limitations of this reallocation and the implications for local mitigation projects.
3. The City directs its representatives to vote in accordance with this resolution at the March 26, 2025, LMS Working Group meeting.

4. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of ____, 2025.

CITY OF TARPON SPRINGS, FLORIDA

By: _____
[Mayor's Name]
Mayor

ATTEST:

By: _____
[City Clerk's Name]
City Clerk

Elevate Florida/HMGP Reallocation

What is Elevate Florida?

According to the Florida Division of Emergency Management, Elevate Florida is “a first-of-its-kind, groundbreaking statewide residential mitigation program.” This program was designed after Hurricanes Debby, Helene and Milton severely affected Florida in 2024. Unprecedented storms of this nature illustrated the need for expedited relief for communities and homeowners. Elevate Florida was created to achieve this goal and complete a resident’s mitigation project. Eligible projects include structure elevation, mitigation reconstruction, acquisition, demolition, and wind mitigation.

Since the application process opened, over 3,700 applications have been received statewide with over 1,500 of those from Pinellas County. Tarpon Springs residents have submitted 34 of those 1,500 applications. Residents within Pinellas County are primarily requesting funding to assist them with structure elevation. Elevate Florida projects are considered a 75/25 project with federal grants covering 75% of the cost while the homeowner is responsible for 25%. Additional information is included in a two-page summary that is attached.

What is HMGP?

The Hazard Mitigation Grant Program (HMGP) is a federally funded program administered through the Florida Division of Emergency Management. Eligible mitigation projects are selected by each county’s Local Mitigation Strategy (LMS) Working Group in accordance with 27P-22 of the Florida Administrative Code. The LMS Working Group places eligible projects on their prioritized list or “Table D-1.” HMGP was designed to assist states, local governments, private non-profit organizations, and Indian Tribes in implementing long-term hazard mitigation measures following a major disaster declaration.

At this time, there are three funding opportunities available through HMGP: Hurricane Debby, Hurricane Helene, and Hurricane Milton. Each county that was declared a disaster is allocated funding.

How does this affect Tarpon Springs?

The Pinellas County LMS Working Group is tasked with the decision of whether to reallocate our HMGP funds to the Elevate Florida program or to retain the funds that were set aside for mitigation projects on the Table D-1. A brief snapshot of funding that has been allocated:

Elevate Florida (statewide):	\$350,000,000
HMGP Helene (Pinellas County):	\$240,228,219
HMGP Milton (Pinellas County):	\$176,019,986

Funding provided for HMGP Debby is not being considered for reallocation to Elevate Florida. Funding provided for both Helene and Milton is being considered for reallocated to Elevate Florida. Each jurisdiction within Pinellas County will need to vote on 03/26/2025 at the LMS Working Group meeting as to whether their jurisdiction's leadership would like to see the HMGP funds funneled back to Elevate Florida to directly assist the residents or retain the HMGP funds for mitigation projects on the Table D-1. Tarpon Springs has submitted three (3) projects for consideration for funding should the funds not be reallocated to Elevate Florida. However, it should be noted that these projects will be scored and ranked by the LMS Working Group and only those who fall within the set allocations will likely be funded. To summarize, although Tarpon Springs has submitted projects for consideration, there are no guarantees the projects will be scored high enough against the other projects within Pinellas County to receive funding. Because each project's scoring is at the discretion of the LMS Working Group, the City cannot rely on a project being funded through HMGP. While the City was fortunate enough last year to be scored high on the Sponge Docks Flooding Abatement ("vault") project for funding through HMGP Idalia, there are no guarantees going forward on other projects.

Summary:

Pinellas County has submitted over 1,500 Elevate Florida applications with 34 of those coming directly from Tarpon Springs. It is estimated that each structural elevation project will cost approximately \$300,000 per home which would equate to \$10,200,000 for Tarpon Springs residents. If every Elevate Florida application statewide was accepted with an estimated cost of \$300,000 per home, that would total \$1,080,000,000. If every Pinellas County application was accepted, that would equate to \$450,000,000. Therefore, even if the entire HMGP allocation from both storms were to be reallocated to Elevate Florida, it would still not cover every Pinellas County resident who applied.

We must have a determination on how to vote at the 03/26/2025 LMS meeting. Although each municipality will vote, it is based upon majority vote overall. Essentially, we could vote to not to have the funds reallocated to Elevate Florida and if we are in the minority, it will not matter. Each municipality is not deciding for themselves. They are voting whether Pinellas County, including Tarpon Springs residents, will have the funds reallocated from HMGP to Elevate Florida.

Reallocation from HMGP to Elevate Florida

COMPARISON OF:

- A. Reallocating a portion of Helene & Milton HMGP allocations to Elevate Florida vs.
- B. Retaining these HMGP allocations for infrastructure projects.

A. REALLOCATING TO ELEVATE FLORIDA	B. RETAINING HMGP ALLOCATION FOR INFRASTRUCTURE PROJECTS
- HMGP reallocation will help cover more residential mitigation projects than what could be covered, with just the Statewide Elevate Florida funding. - Increases our ability to help more residents especially those who don't have flood insurance.	- Limited Grant Funds for Infrastructure Mitigation. Only two major federal funding options – HMGP and Building Resilient Infrastructure and Communities (BRIC). - HMGP is the only major federal funding source for infrastructure mitigation projects, especially for our smaller municipalities, who have small-scale projects, which wouldn't qualify for BRIC. - Only 15% of the CDBG-DR allocation can be used for mitigation projects. Need to confirm this.
HMGP reallocation is guaranteed funds for our residents.	Many concerns raised by residents regarding inadequate infrastructure impacting flooding.
Unprecedented Opportunity - Through Elevate Florida, the residential mitigation applications will be completely managed by the State. - Local jurisdictions do not currently have capacity to handle residential mitigation at the local level. - Less upfront costs for residents.	Unprecedented Opportunity - allocation for HMGP Helene (approx. \$240 million) and HMGP Milton (approx. \$176 million) are the largest HMGP allocations that Pinellas County has ever received. - We have over 400 mitigation projects on the Local Mitigation Strategy Plan (LMS) worth \$1.8 billion, many of which have remained unfunded for many years.
Elevate Florida has an expedited review process, enabling a more aggressive timeline for construction, which would be extremely beneficial for residents currently displaced by these hurricanes.	Projects asking for a total of approx. \$802 million federal share, have been submitted for HMGP Helene and HMGP Milton allocation.
	High cost-benefit of infrastructure mitigation projects – A single infrastructure project could benefit a large segment of our residents and result in significant future costs savings.
	Reduced need for borrowing and municipal bonds for project needs.
	Limited information at this point, to make a well-informed decision about reallocation amount. Too many unknowns.

EXPLANATION FOR SOME OF THESE ARE GIVEN BELOW:

A. REALLOCATING TO ELEVATE FLORIDA

- **HMGP reallocation will help cover more residential mitigation projects than what could be covered with just the Statewide Elevate Florida funding.**
- **Help more residents who don't have flood insurance.**
Elevate Florida will be funded through FMA Swift Current and State's HMGP allocation. HMGP does not have a requirement for flood insurance. Reallocating from Pinellas County's HMGP allocation to Elevate Florida, will add to the Elevate Florida's HMGP funds for our residents, and thus enable more Pinellas County applicants to elevate or reconstruct, who currently don't have flood insurance.
- **There are no income requirements to meet eligibility for residential mitigation under Elevate Florida** as these are not requirements of FMA Swift Current or HMGP – the source of funds for Elevate Florida. **This enables many interested residents to take advantage of this mitigation program.**
- **HMGP reallocation is guaranteed funds for our residents** although it doesn't guarantee every application will be eligible and every eligible application can be covered in the available funding.
- **Elevate Florida has an expedited review process enabling a more aggressive timeline for approvals and construction which would be extremely beneficial for residents currently displaced by hurricanes Helene and Milton.** This is also unique to Elevate Florida as a regular FMA or HMGP residential mitigation project, could take many years for completion and reimbursement.

B. RETAINING FULL HMGP ALLOCATION FOR INFRASTRUCTURE PROJECTS

Limited Grant Funds for Infrastructure Mitigation.

There are federal grant funds that can help with residential mitigation (elevations, reconstruction, wind retrofits etc.) such as FMA, FMA Swift Current, Hurricane Loss Mitigation Program (HLMP), etc. These are available annually. HMGP is another option, that is available following a major disaster.

For infrastructure mitigation, there are only two major federal mitigation funding options – HMGP and Building Resilient Infrastructure and Communities (BRIC).

- **Out of these two, only BRIC is available annually, but it is nationally competitive** i.e., infrastructure projects must compete with projects nation-wide to get selected. This means this is not a viable funding source for all our smaller municipalities who have local mitigation projects. *E.g. Street drainage improvements; seawall repairs; hardening critical infrastructure such as wastewater treatment plants, EOC and fire stations; lift station upgrades, etc.*
- **HMGP is the primary federal grant funding for infrastructure mitigation projects. It is an allocation specific to Pinellas County.** Pinellas County, its 24 municipalities and special districts and private non-profits are eligible for this funding.
- **HMGP is only available after a major storm that triggers a presidential declaration.** Although this funding becomes available occasionally, the need for infrastructure mitigation (need for maintenance, repairs and upgrade) frequently occurs, due by age, regular wear and tear, and by smaller more frequent disaster events throughout the year.
- **HMGP is the only funding source for infrastructure mitigation projects for our smaller municipalities, who have small-scale projects and do not have the capacity to fund the 25% match, required for large infrastructure mitigation projects.** Although these projects are critical to prevent flooding and for the safety of their residents, these small-scale projects, typically wouldn't be able to compete with projects nationwide and therefore wouldn't qualify for BRIC.
- **Only 15% of the Community Development Block Grant – Disaster Recovery (CDBG-DR) allocation can be used for mitigation projects. Under CDBG-DR for infrastructure projects, a certain percentage of the service area (population to be served by a project) should qualify as low or moderate income. Need to confirm this.**
- **Unprecedented Opportunity**
The allocation for HMGP Helene (approx. \$240 million) and HMGP Milton (approx. \$176 million) are the largest HMGP allocations that Pinellas County has ever received.

It is a unique opportunity to comprehensively, look at mitigation in terms of:

- Type of mitigation projects (residential as well as infrastructure; focused on minimizing not just coastal but also inland and riverine flood losses).

- Involving a wide range of entities in mitigation – special districts and private non-profits who are eligible to apply for HMGP for mitigation projects.
- Ability to pursue larger mitigation projects, which have a wider impact in terms of flood mitigation, which would otherwise be very difficult to implement, due to lack of funding.
- Pursue long standing, unfunded projects from the Local Mitigation Strategy (LMS) project list which includes over 400 mitigation projects.

Concerns raised by residents regarding outdated infrastructure resulting in flooding.

Concerns were raised by residents in the LMS Five Year Update workshop (October 17th, 2024) about inadequate infrastructure and drainage systems, and inland flooding during extreme rain events. Post hurricanes Helene and Milton, we received over 150 emails from residents highlighting inadequate infrastructure in their neighborhood and flooding conditions.

Limited information at this point, to make a well-informed decision about reallocation amount.

Applications are currently being submitted to Elevate Florida or are in early stages of review, therefore there is limited information available right now, to make a well-informed decision about the reallocation.

Too many unknowns:

- **Number of applications that are cost-effective** and therefore eligible.
- **Applications that would qualify under CDBG-DR.**
- **Number of acquisition projects that are viable** and the willingness of the jurisdictions to accept the ownership and maintenance of properties in perpetuity.
- **Number of applications that are duplicates** i.e. applicants entering applications more than once or entering in two applications for two different project types, etc.
- **Number of primary and secondary applicants.** Currently available information on the applicants shows 93% of the applicants are self-reported as primary residents. State is going to prioritize primary residences for Elevate Florida.

Potential Projects Submitted for HMGP Helene and Milton - Potential projects asking for a total of approx. \$806 million federal share, have been submitted to the LMS Working Group, by various jurisdictions in Pinellas County, for HMGP Helene and HMGP Milton allocation. See attached Potential Projects list.

Providing a large reallocation could prevent us to fund such mitigation needs.

High cost-benefit – A single infrastructure project could benefit a large segment of our residents and sometimes residents in multiple jurisdictions, resulting in significant future costs savings. Every \$1 spent today on mitigation helps save \$6 in future, in terms of repair and recovery costs (direct and indirect costs).

OVERALL STRATEGY

The overall strategies are explained below. Related questions asked by Pinellas County and other Counties in Florida, and associated responses from FDEM on those questions, are provided in [BLUE](#).

REALLOCATING A PORTION OF HMGP FUNDING TO ELEVATE FLORIDA

- **Reallocate a certain percentage of HMGP allocation to Elevate Florida.**

This will enable us to pursue many different mitigation goals such as:

- Individual residential mitigation through elevations, mitigation reconstructions and retrofits.
- Mitigation of infrastructure to prevent or lessen flooding impacts and minimize losses.
- Flood mitigation of coastal and inland, riverine, and other hydraulically constrained areas.
- Prevent recurring costs following a major storm or during frequently occurring, extreme precipitation or continuous rain events –
 - Cost borne by jurisdictions due to repeated breakdown of old infrastructure and costly repairs as well as.
 - The indirect costs borne by residents, due to the ensuing flooding exacerbated by the old, or inadequate infrastructure.
- Hardening our critical infrastructure that helps assist residents during different phases - emergency response, evacuation and recovery.
- Pursue critical mitigation projects that were on hold, for a long time due to significant project costs and lack of funding.
- Implement mitigation projects that can impact a large segment of our population.

- **Using HMGP for infrastructure projects, enables us to bring in more entities to help mitigate risks within Pinellas County and its 24 municipalities.** Private non-profits such as hospitals, schools and colleges; regional and statewide agencies; and special districts (such as school boards, fire districts and PSTA) are all eligible to apply for HMGP.

- **If there are many Elevate Florida applications (as is in Pinellas County's case) and there is a significant need, the likelihood of the reallocation to be reverted to HMGP project list is minimal.**

- **Considering the State's criteria for allocation of funds from Elevate Florida, several communities within Pinellas County's would qualify as high priority for the Elevate Florida Program.** As indicative of the HMGP allocation, Pinellas County is one of the worst affected areas from hurricane Helene and Milton, within the State of Florida. We have several geographical areas (i.e. high-risk communities) impacted by floods, and high number of residences in flood zones and repetitive loss properties.

- **Reallocate in phases.**

In subsequent phases, more information will be available from the State and therefore better clarity about the deficit that we are trying to cover using HMGP funds. This will help fine tune our reallocation based on the results of the application review and reallocate more if needed.

This will allow better coordination between the Elevate Florida and CDBG-DR efforts and enable us to maximize both programs for our residents. See answers from the State below.

SUBMITTING INFRASTRUCTURE PROJECTS FOR HMGP

- **Submit a long list of mitigation projects for HMGP.**

Considering Pinellas County is eligible for Tier I and Tier II HMGP funding, it is essential that we submit a long list of projects worth more than the allocated amount. This will enable us to access any additional funding that is available, beyond the Tier I allocation (\$416), if our projects are deemed eligible. Tier II is any unused funding from other counties who did not completely use up their allocation.

- **Consider change in project costs while calculating the combined federal share requested from the HMGP.**

The initial estimate of the total federal share requested by various entities in Pinellas County, from the HMGP allocations for hurricanes Helene and Milton is approx. \$809 million. *See attached Potential Projects List.*

- This is based on the projects that have been submitted as of 03/12/2025.
- Please note, not every project submitted will be deemed eligible.

The costs could go up when final calculations are completed by the potential applicants, as a part of the application development. Therefore, it is recommended to consider a buffer of 5 to 10 percent.

- **Check the submitted Potential Projects List for HMGP Helene and Milton, to see if any of these projects would qualify under CDBG-DR.**

RESPONSES FROM THE STATE TO QUESTIONS ASKED BY PINELLAS AND OTHER COUNTIES ABOUT ELEVATE FLORIDA

Q. If funds are reallocated to Elevate Florida and then not used, what happens?

FDEM's Response: The leftover funds would be reverted to the regular projects funding to be used for the normal PPL project submissions. Because of this, we would still encourage WGs to over-submit regular projects so that if money does get reverted after the Helene and Milton HMGP application deadline (July 25th at 11:59 PM ET) (which could happen) you would be able to use it.

Q: How will the reallocated funds be assigned to our county's applicants?

FDEM's Response: As stated, any reallocated funds will be dedicated to that county's applicants. If funds are reallocated by a county, we will use those funds first and then additional projects may be prioritized in the Statewide fund. That being said, if any applicants are eligible for Swift Current those would be prioritized for that funding separate from the HMGP funding. If funds are reallocated, that is guaranteed funding for your county's residents, while still being able to potentially fund additional applicants from your county with the statewide funds and ensure properties from across the state have access to funding.

ELEVATE FLORIDA APPLICATION PRIORITIZATION

Q. Will FDEM provide allocations for Elevate Florida by county?

FDEM's Response: There will not be an allocation by county for the funds. FDEM will prioritize all projects (regardless of State or county funding) based on **repetitive loss, substantial damage, geographic area and flood zone, primary residence, and structure type**.

Q. Will priority be given if a group of homes in the same high-risk neighborhood apply?

FDEM's Response: The program aims to prioritize high-risk communities. If a significant number of homes in a geographic area have applied, Elevate Florida will consider this factor when determining how to batch and prioritize applications for state and federal review.

Q. If our LMS reallocates funds, can we choose which type of projects get funded or choose how that money gets prioritized?

FDEM's Response: We will use the same prioritization methodology across the entire program, including county HMGP reallocations.

Q. If a county does not contribute any funds to this program, will property owners still be eligible?

FDEM's Response: Yes, the State has funding from FMA and HMGP available for property owners statewide. If a county provides additional funds, the State will utilize those funds to directly fund projects for property owners in those counties.

Q. If we decide to reallocate some now, can we increase the amount later?

FDEM's Response: Yes. However, we would only want to increase the amount and not decrease it.

Q. If a county does not contribute any funds to this program, will property owners still be eligible?

FDEM's Response: Yes, the State has funding from FMA and HMGP available for property owners statewide. If a county provides additional funds, the State will utilize those funds to directly fund projects for property owners in those counties.

Q. Will counties receive reports about Elevate Florida applications within their county?

FDEM's Response: FDEM will share the applications that are approved and awarded by FEMA, providing counties with a record of projects that are approved and progressing to construction. If a local community or LMS Work Group needs more information to make an informed decision about reallocation of HMGP funds or local outreach efforts, requests can be sent to residentialmitigation@em.myflorida.com.

Q. What reporting and regular information will our Working Group receive?

FDEM's Response: We will let the WG know when projects are approved for awareness and to add to your PPL if you'd like. Also, if projects are denied we will provide that list so you can be aware and see if there are any other opportunities available to them outside of Elevate Florida. We will keep the map above updated with number of applications on a weekly basis until the portal closes.

Additional questions that we could ask the State

- If some of our submitted HMGP projects are deemed ineligible, we will have money remaining from our approx. \$416 million HMGP allocation (combined allocations for Helene and Milton). In that case, could we divert our unused Tier-I allocations (for HMGPs Helene and Milton) to Elevate Florida?
- Acquisition Projects
 - How does the State intend to handle acquisition projects? Would the city or county where the home being acquired is located, be responsible for the 25% match for the application?
 - Would the city or county where the home being acquired be responsible for the ownership and maintenance of the property?



ELEVATE FLORIDA

Elevate Florida is a first-of-its-kind, groundbreaking statewide residential mitigation program. Led by the Florida Division of Emergency Management (FDEM), this program is designed to protect homes and communities by reducing damage caused by natural disasters like hurricanes and floods.

Benefits For Property Owners

Elevate Florida expedites the process and completes a resident's mitigation project the following ways:

- May reduce insurance premiums
- Can increase property value
- With only a cost-share up to 25 percent, much of the project cost is covered
- Enjoy end-to-end assistance, from application to construction, including contractor services, temporary housing support, and Americans with Disabilities Act (ADA) accommodations

Property Owner Eligibility

To become a potential customer of the Elevate Florida program, applicants must:

- Be over 18
- Be a U.S. citizen
- Contribute a portion of the project's total cost
- Be the legal property owner of a residential property in the State of Florida

Multi-family real estate such as duplexes, triplexes, condos, townhomes, semi-detached homes, apartments and manufactured homes may be eligible.

Eligible Projects



Structure Elevation

Physically raising an existing structure.



Mitigation Reconstruction

The construction of an improved, elevated building on the same site where an existing building and/or foundation has been partially or completely demolished or destroyed. These activities result in the construction of code-compliant and hazard-resistant structures. Mitigation Reconstruction is the alternative to Structure Elevation when the structure is not sound enough to elevate, as determined during application review.



Acquisition/Demolition

A structure is purchased from voluntary sellers and demolished, to be maintained by the local community as open space. The local community must agree to participate in this project type.



Wind Mitigation

Measures that reduce the risk of future wind damage to structures. This may include alterations to roofs, windows, doors, and other vulnerable components of structures.

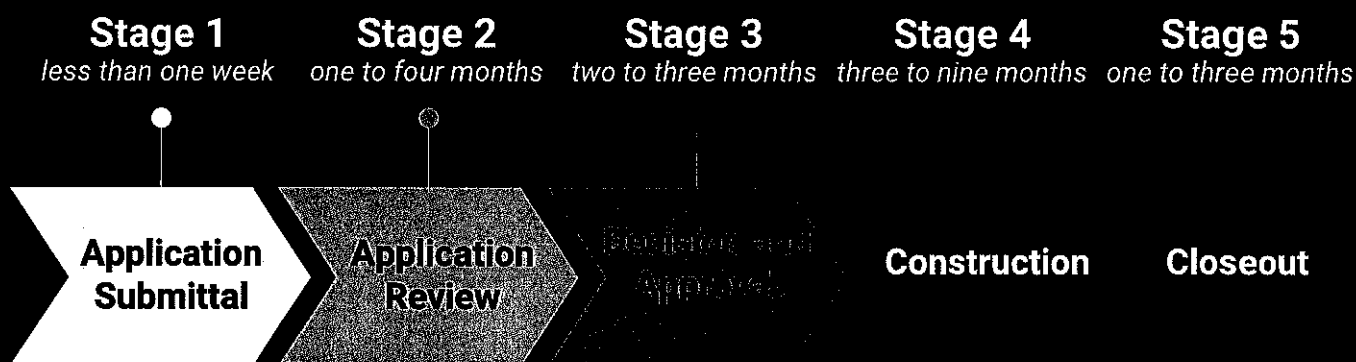
Application

Create an account and complete the application on the Elevate Florida Portal at fdem-resmit.my.site.com/Elevate/.

For questions, technical support, or application assistance, submit a "Contact Us" form at the Elevate Florida Portal or email info@elevatefl.org. You can also call the contact center Mon-Fri, 7 a.m.-7 p.m. EST at 877-ELEV8FL (877-353-8835).

Project Timeline

Timelines vary based on project type, with some projects taking up to two years. There are five stages with estimated time periods of:



The property does not need to have experienced flooding or damage in the past to be considered. However, applications may be prioritized based on history of loss.

Funding and Cost-share

Federal grant funding will cover at least 75 percent of the project cost, meaning property owners only need to invest up to 25 percent—a significant savings.

- Property owners will be required to provide up to 25 percent of initial inspection costs prior to inspections being completed.
- The total construction cost for each property will be determined during the initial review period based on factors such as project type, square footage of living space, foundation and construction type, and any necessary project activities.
- Approved property owners will receive a detailed breakdown of their construction cost-share and will have time to decide if they would like to move forward with the project's next phase.
- The cost-share will also include relocation expenses during construction, meaning the program will pay at least 75 percent of these expenses.

For more information, visit the **Elevate Florida Portal** and view our frequently asked questions.



HMGP HELENE (DR-4828) AND HMGP MILTON (DR-4834)

POTENTIAL PROJECTS

As of March 12, 2025

	JURISDICTIONS	# PROJECTS SUBMITTED	FEDERAL SHARE REQUESTED
1	Belleair		
2	Belleair Beach		
3	Belleair Bluffs		
4	Belleair Shore		
5	Clearwater	20	\$240,667,500
6	Dunedin	14	19,326,486
7	Gulfport	NOT APPLYING	
8	Indian Rocks Beach		
9	Indian Shores		
10	Kenneth City		
11	Largo		
12	Madeira Beach		
13	North Redington Beach		
14	Oldsmar	28	\$40,008,375
15	Pinellas Park	1	\$3,060,000
16	Pinellas County	25	\$236,335,568
17	Redington Beach		
18	Redington Shores		
19	Safety Harbor		
20	St. Pete Beach	2	\$210,000
21	St. Petersburg	8	\$214,520,460
22	Seminole		
23	South Pasadena		
24	Tarpon Springs	3	\$3,197,537
25	Treasure Island	4	\$12,120,000
	OTHER ENTITIES		
1	Advent Health	6	\$30,750,000
2	John Hopkins	3	\$9,000,000

114

\$809,195,925.5

Currently identifying additional projects

Currently identifying additional projects



Memorandum

Date: March 25, 2025
To: Mayor and Board of Commissioners
Through: Charles Rudd, City Manager
From: Renea Vincent, Planning Director
Subject: **Ordinance 2025-01; Land Development Code Amendment; Amending Article IV Special Regulations, Section 56.05 Mobile Food Dispensing Vehicles, Temporary (Application 24-85) (1st Reading, Legislative) (Renea Vincent Planning & Zoning Director)**

Recommendation

Review draft Ordinance 2025-03 and take action to approve, approve with changes, or, deny the ordinance.

Background

The City's Land Development Code regulates the operation of mobile food dispensing vehicles (a.k.a., "food trucks") within the City limits. The draft ordinance proposes revisions that would expand opportunities for the operation of food trucks in terms of geographic area, frequency and duration. Please see "Memorandum to Planning and Zoning Board" for additional detail.

Planning and Zoning Board Recommendation

The Planning and Zoning Board reviewed this draft ordinance at their regular meeting of January 27, 2025 with a full board present. The Board voted unanimously to recommend denial of the ordinance. Staff made revisions to the draft ordinance in an attempt to address the concerns of the Planning and Zoning Board. Those concerns are listed in the attached "Memorandum to Planning and Zoning Board." The draft ordinance was readvertised and again, reviewed by the Planning and Zoning Board at their regular meeting of February 24, 2025 with a full board present. The Board voted to recommend approval of the ordinance, with two members dissenting. Six members of the public spoke in favor of the ordinance.

Funding

not applicable

Strategic Plan Objective

not applicable



MEMORANDUM

To: Planning and Zoning Board

From: Renea Vincent, AICP CPM, Planning and Zoning Director

Date: February 24, 2025

Subject: Draft Ordinance 2025-01; Amendments to Section 56.05 of the Land Development Code (LDC) regulating temporary use of mobile food dispensing vehicles.
Memorandum of January 27, 2025 updated with additions shown in red font.

RECOMMENDATION:

Staff recommends approval of Ordinance 2025-01 amending LDC Section 56.05.

BACKGROUND:

Under Florida House Bill 1193 (effective on July 1, 2020), mobile food dispensing vehicles (a.k.a., “food trucks”) cannot be prohibited from operating within the City limits. The City amended the Land Development Code on September 22, 2020 (Ordinance 2020-22) to specify locations and requirements for the operation of food truck. Additional amendments were made in 2022 (Ordinance 2022-26), allowing opportunities for multi-day food truck events to operate via a “temporary use” application process.

Currently, within the City’s “SmartCode” area (see attached Map 5A Transect Zones for reference) food trucks can only be operated in conjunction with an existing food and drink establishment and the truck must be operated as an extension of the primary business. Outside the CRA/Sponge Docks area, trucks may operate on a daily basis in certain zoning districts, subject to additional requirements.

The potential for expansion of temporary food truck operations to additional areas of the City was discussed by the Board of Commissioners (BOC) on January 7, 2025. The BOC directed staff to prepare a draft ordinance for consideration. The Technical Review Committee reviewed this draft ordinance at their regular meeting of January 9, 2025.

The Planning and Zoning Board reviewed this ordinance at their regular meeting of January 27, 2025 with a full board in attendance. The Board expressed several concerns, primarily including:

- Potential competition with “brick and mortar” restaurants,
- Potential for occupation of required parking spaces,
- Potential impacts to neighboring properties, especially from the use of generators,
- Possible ordinance revisions that would focus the temporary food trucks towards drinking establishments that serve alcohol,
- Possible ordinance revisions that could differentiate between downtown, sponge docks, and other areas by providing standards for those areas.

The Board voted to recommend denial of the ordinance as proposed with one member dissenting. The draft ordinance was revised and readvertised for the February 24, 2025 meeting.



SUMMARY OF CHANGES:

- Expand allowable areas for temporary food truck operation to any non-residential zoned or utilized area of the City, including the Sponge Docks/CRA area.
 - Zoning districts added to the current list, for a total of 13 non-residential zonings,
 - Opens up any commercial property to have a food truck between 7:00 a.m. and 10:00 p.m.,
 - Changes the limit of one food truck per property to two (2) food trucks per property,
 - Food truck must be accessory to a legally established primary use,
 - Food truck can only operate while the primary business is open,
 - Food truck must be operated using a battery or dedicated electric service.
- For the Smartcode area, the above allowance is restricted to:
 - Establishments with an active license for the on-premises consumption of alcohol,
 - Certain Character Districts and Transects (see table in draft ordinance).
- Specifies that the above temporary food truck operation allowance does not apply to vacant land (current code) or to improved property that does not have “permanent onsite bathroom facilities available to patrons.”
- Continues to allow for the use of food trucks during an on-site event under a Temporary Use approval issued under LDC Section 56.00.
 - Removes the restrictions of 4 events per year and 30-day separation requirement,
 - Leaves in place the 3-day restriction on event duration.

PUBLIC COMMENT:

The City has received one public comment letter. It is included with the Board’s packet.

TEMPORARY FOOD TRUCKS ORDINANCE 2025-01 (APPLICATION #24-85)

Planning and Zoning Board: February 24, 2025

Board of Commissioners: March 25, 2025 and April 8, 2025





ORDINANCE HISTORY

- **Under House Bill 1193**, effective 7/1/2020, mobile food dispensing vehicles (a.k.a., “food trucks”) **cannot be prohibited**.
- **Ordinances 2020-22 and 2022-02** adopted to allow food trucks as a temporary use (LDC 56.05) or in conjunction with an eating/drinking establishment (LDC 56.06), and removed signage requirement.
- **Ordinance 2022-26** amended LDC Section 56.05 to allow for a multi-day food truck event as a temporary use.
- **January 7, 2025** - Board of Commissioners discussed potential updates to allow for increased flexibility, especially in the City’s Special Area Plan (a.k.a., SmartCode).
- **Ordinance 2025-01** – Planning and Zoning Board reviewed draft ordinance on January 27, 2025 and recommended denial.



PLANNING AND ZONING BOARD RECOMMENDATION

The Planning and Zoning Board expressed the following general concerns with draft Ordinance 2025-01, including:

- potential competition with “brick and mortar” restaurants,
- potential for occupation of required parking,
- potential impacts to neighboring properties from generators,
- possibility of focusing food truck allowance towards drinking establishments serving alcohol,
- possibility of providing for standards specific to geographic areas (e.g., downtown, sponge docks, etc.)

A revised draft was presented for review at their meeting of February 24, 2025 with a full board present. The Board recommended approval of the ordinance as proposed with two members dissenting.



SUMMARY OF DRAFT ORDINANCE REVISIONS

RED FONT INDICATES REVISIONS TO DRAFT ORDINANCE

PRESENTED AT FEBRUARY MEETING

- Allows up to two (2) trucks between 7am and 10pm.
- Food truck must be accessory to a legal primary use and can only operate when primary business is open.
- Food truck must be operated **using a battery or electric service.**
- Not permitted on vacant land, or, on improved land that does not have permanent restroom facilities for patrons.
- For multi-day events (*truck remains on property*):
 - Temporary Use approval from the Technical Review Committee still required,
 - No limit on the number of events; No minimum time separation between events,
 - Continues to limit individual events to three-day duration.

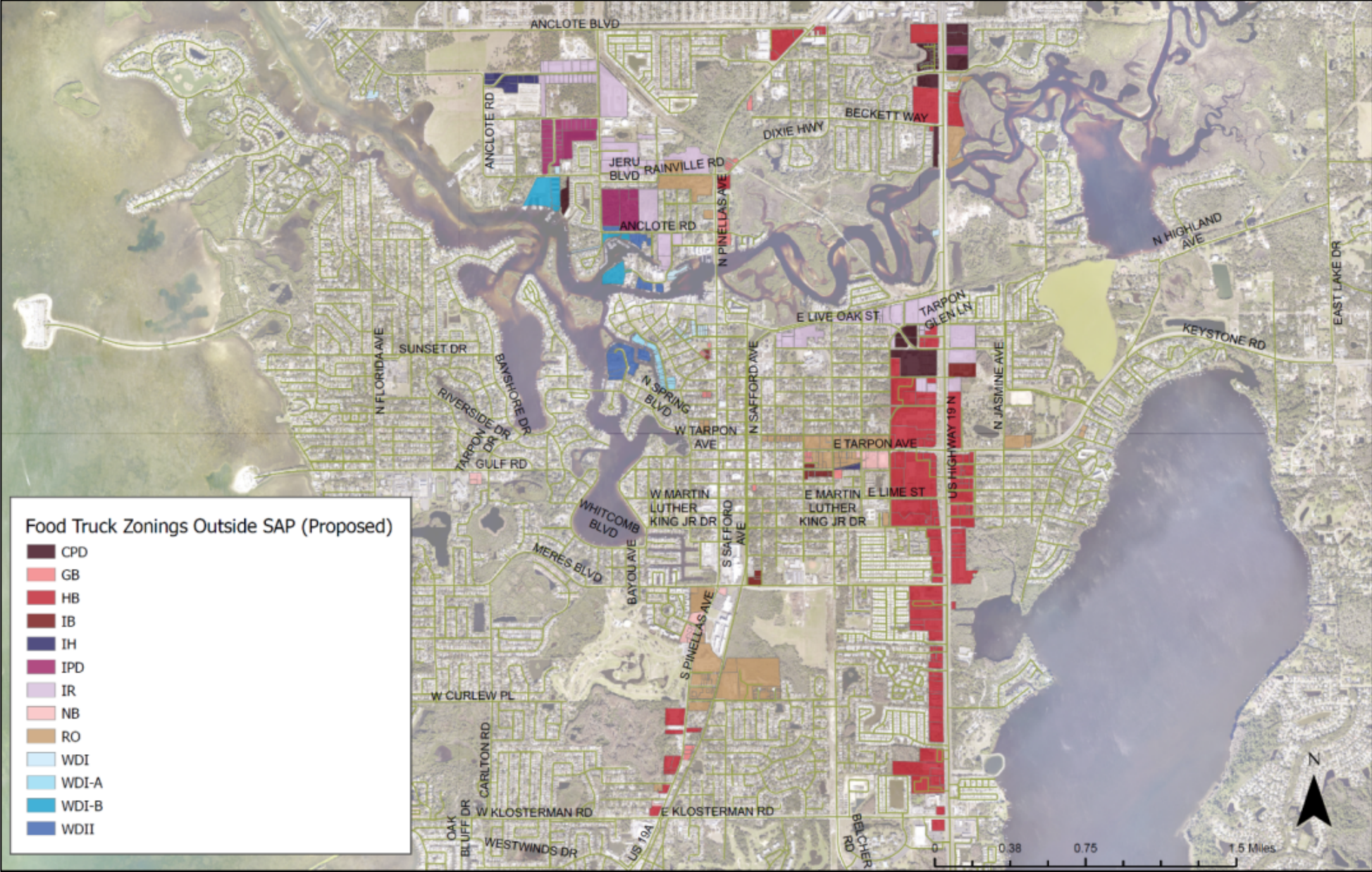
SUMMARY OF DRAFT ORDINANCE REVISIONS

RED FONT INDICATES REVISIONS TO DRAFT ORDINANCE PRESENTED AT FEBRUARY MEETING

- **Current Allowable LDC Zoning Districts:**
 - I (Industrial); HB (Highway Business); CPD (Commercial Planned Development)
- **Proposed LDC Zoning Districts Outside Special Area Plan:**
 - Expanded to all Non-Residential Zoning Districts as accessory to established non-residential use (13 Districts)
- **Special Area Plan/SmartCode:** 
 - **Restricts food trucks to establishments with a license to serve alcohol on the premises, in the character district/transect zones shown in the table.**

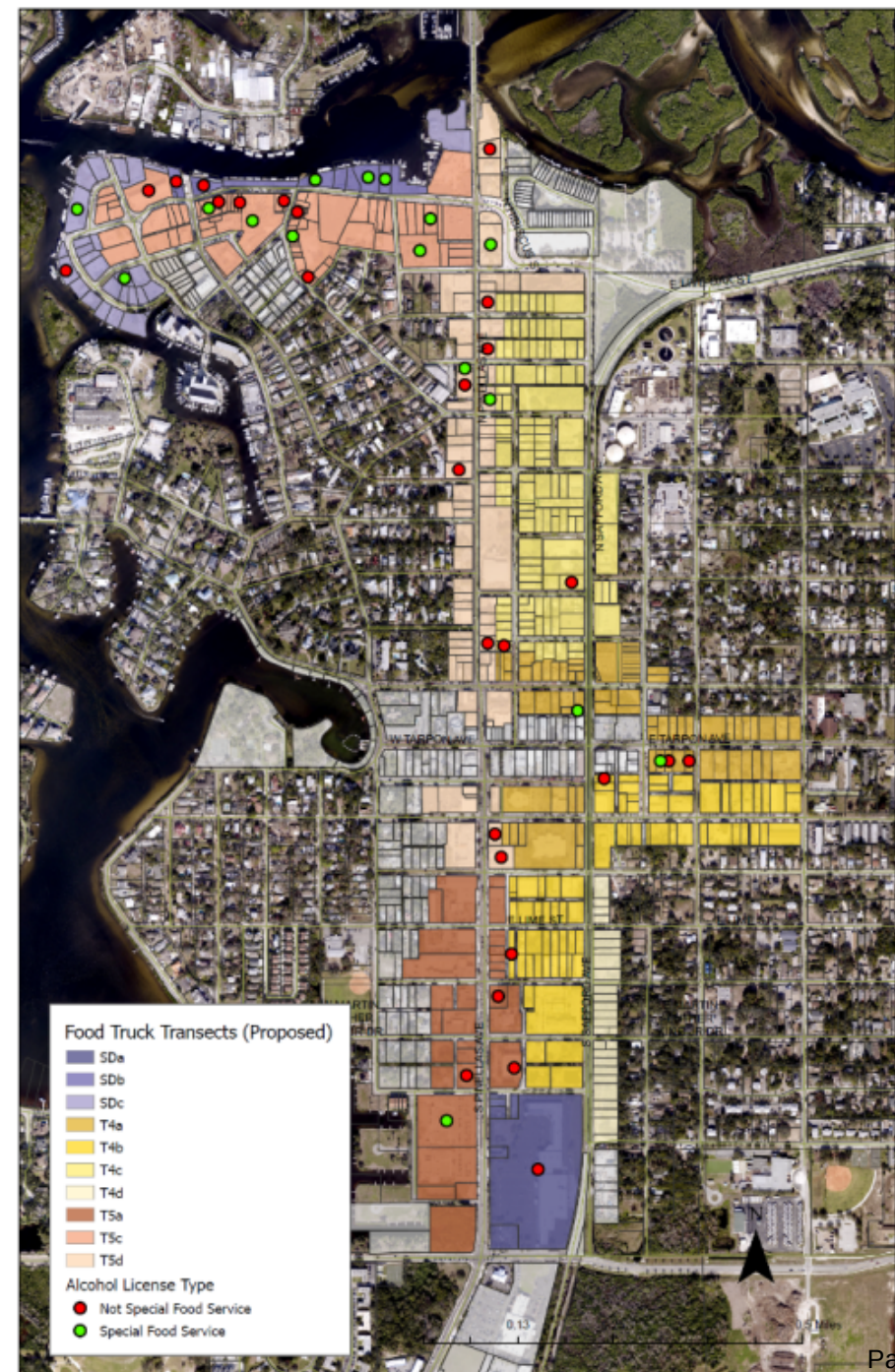
SAP Character District	SmartCode Transect Zone
Sponge Docks	T5c, T5d, SDb, Sdc
North Pinellas	T5d
Uptown	T4c, T5d
Downtown	T4a, T5d
Downtown Gateway	T4a, T4b
Spring Bayou	N/A
South Pinellas	T4b, T5a
South Safford	T4d
South Gateway	T5a, SDa

PROPOSED LDC ZONING DISTRICTS



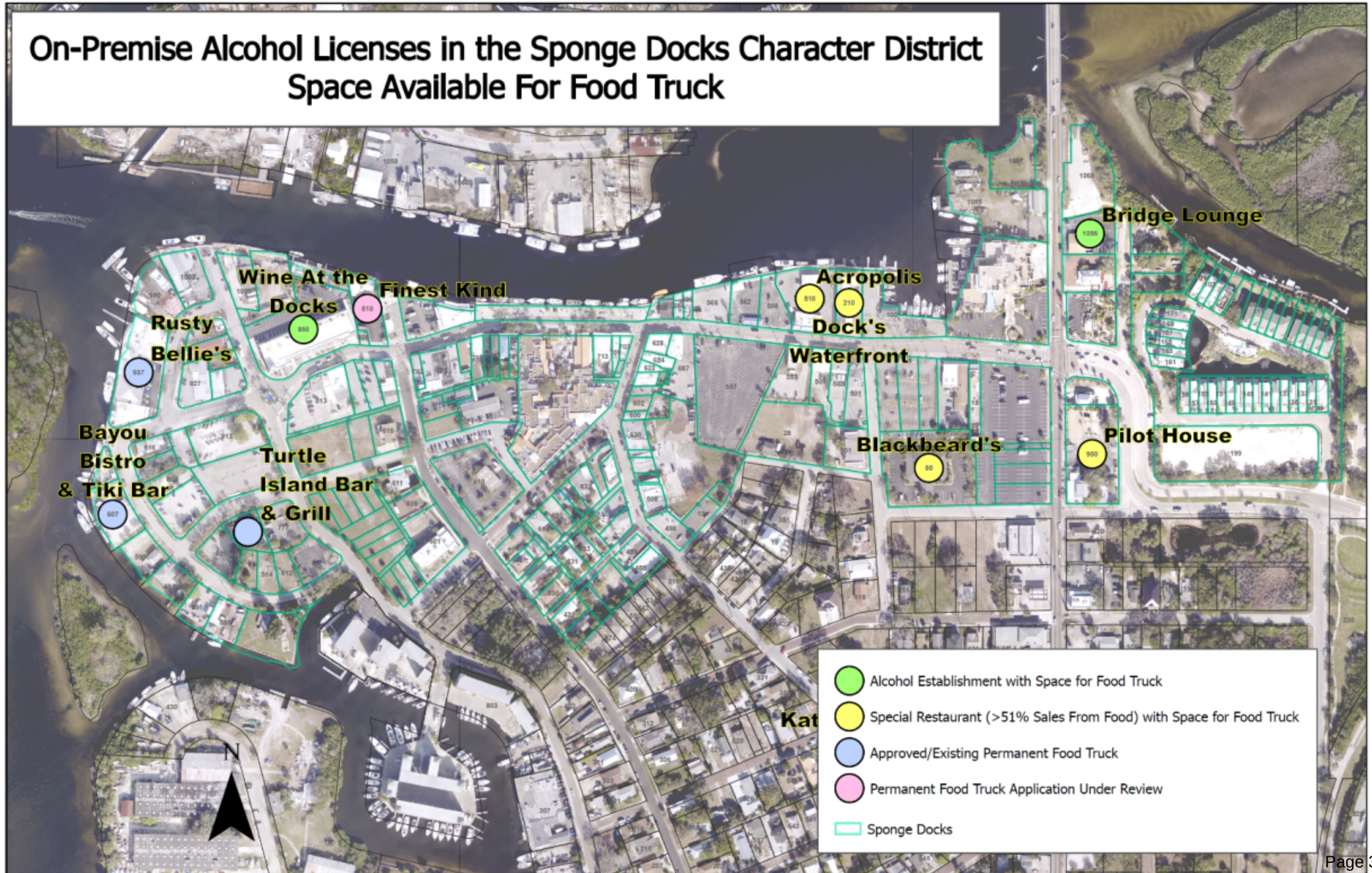
PROPOSED TRANSECTS

- Restricted to establishments that have a license to serve alcohol on premise.
- Dots represent existing approved establishments:
 - **Green** – *Special Food Service* – At least 51% of gross revenue is from the sale of food and non-alcoholic beverages.
 - **Red** – *Not Special Food Service*



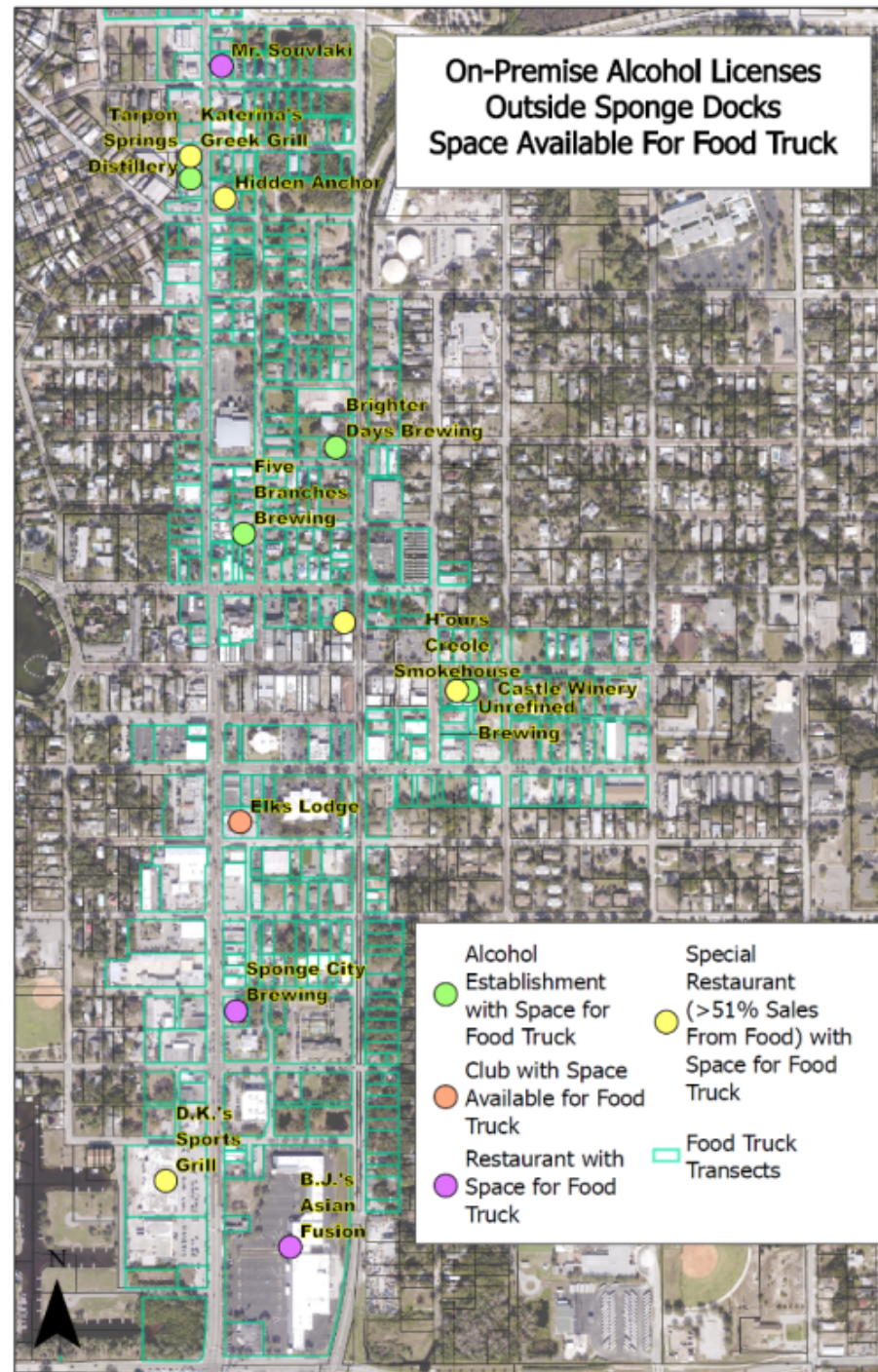


On-Premise Alcohol Licenses in the Sponge Docks Character District Space Available For Food Truck



Locations with a Current Principal Use, No Alcohol Service Food Truck Transects Proposed for Sponge Docks







DRINKING ESTABLISHMENTS WITH FOOD TRUCK SPACE

Name	Room for Food Truck/Vendor: Where?	Required Parking	Available Parking
Unrefined Brewing	In the rear adjacent to alley	0	0 marked*
Brighter Days Brewery	Along drive aisle and adjacent grassy area	3	7
Wine At the Docks	Front patio	40	56
Tarpon Distillery	Rear courtyard	7	10
Anclore Distillery	Front paver area, grass/garden area	4	10
Bridge Lounge	Side and rear parking area	6	22
Sponge City Brewing	Front parking lot	5	11
Castle Winery	Rear of building	3	3 marked*
5 Branches Brewing	Rear of building	0	0 marked*

* Establishments involving a use/reuse of existing structure are not required to add parking beyond what already exists on site. Required/available parking numbers reflect that condition.

ON-PREMISE ALCOHOL RESTAURANTS WITH FOOD TRUCK SPACE

Name	Room for Food Truck/Vendor: Where?	Required Parking	Available Parking
T.S. Elk's Club	Rear parking lot	25	30
Hour's Creole	Rear of building	0	0 marked*
Hidden Anchor	Parking lot	13	17
Mr. Souvlaki	Parking lot	7	10
B.J.'s Asian Fusion	Parking lot	4	10
Dock's Waterfront	Parking lot	1	1 marked*
Blackbeard's	Parking lot	18	42
Pilot House	Parking lot	16	26
Katerina's Taverna	Parking lot	3	4
Acropolis	Parking lot outside drive aisles and spaces	n/a	n/a

* Establishments involving a use/reuse of existing structure are not required to add parking beyond what already exists on site. Required/available parking numbers reflect that condition.

ORDINANCE NO. 2025-01

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE CITY OF TARPON SPRINGS CODE OF ORDINANCES, APPENDIX A, COMPREHENSIVE ZONING AND LAND DEVELOPMENT CODE, ARTICLE IV SPECIAL REGULATIONS, SECTION 56.05 MOBILE FOOD DISPENSING VEHICLES, TEMPORARY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF THE CITY OF TARPON SPRINGS, FLORIDA; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, Section 56.05 of the Comprehensive Zoning and Land Development Code (“LDC”) regulates the placement and use of mobile food dispensing vehicles within the Municipal Limits of Tarpon Springs; and,

WHEREAS, the Board of Commissioners recognizes the need to provide for the orderly and safe operation of “food trucks” within the City’s jurisdiction; and,

WHEREAS, the Board of Commissioners also recognizes the need to provide for appropriate locations for operation of “food trucks,” and wishes to expand the allowable locations provided in conjunction with accompanying updated standards providing for the health and safety of the citizens; and,

WHEREAS, the Board of Commissioners of the City of Tarpon Springs has determined that amendments to Section 56.05, Article IV, Appendix A, the Comprehensive Zoning and Land Development Code, are necessary to make such changes.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA:

SECTION 1. That Section 56.05 of the Comprehensive Zoning and Land Development Code, is hereby amended to read as shown in Exhibit A with strikethrough text representing deletions of existing text and underline text representing text additions.

SECTION 2. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are severable.

SECTION 3. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. This Ordinance shall take effect immediately upon its passage and adoption in the manner provided by law.

§ 56.05 MOBILE FOOD DISPENSING VEHICLES, TEMPORARY.

As defined in F.S. 509.102, mobile food dispensing vehicles may operate ~~in~~ as an accessory use to a legally established primary use in areas of the City of Tarpon Springs where property is zoned RO Residential Office, NB Neighborhood Business, GB General Business, HB Highway Business, IB Intensive Business, CPD Commercial Planned Development (non-residential property only), IPD Industrial Planned Development, IR Industrial Restricted, and IH Industrial Heavy, WD I Waterfront Development, WD I-A Waterfront Commercial Fishing, WDI-B Waterfront Commercial Fishing and Tourism Redevelopment, and WD II Waterfront and Marine Industry.

In addition to the above, establishments with an active DBPR (Florida Department of Business and Professional Regulations) license for the on-premises consumption of alcohol may host a mobile food truck in the following Character Districts/Transect Zones:

<u>S.A.P. Character District</u>	<u>SmartCode Transect Zone</u>
<u>Sponge Docks</u>	<u>T5c, T5d, SDb, SDc</u>
<u>North Pinellas</u>	<u>T5d</u>
<u>Uptown</u>	<u>T4c, T5d</u>
<u>Downtown</u>	<u>T4a, T5d,</u>
<u>Downtown Gateway</u>	<u>T4a, T4b</u>
<u>Spring Bayou</u>	<u>N/A</u>
<u>South Pinellas</u>	<u>T4b, T5a</u>
<u>South Safford</u>	<u>T4d</u>
<u>South Gateway</u>	<u>T5a, SDa</u>

The following additional operating criteria shall apply to all mobile food dispensing vehicles operating under Section 56.05:

- (A) Mobile food dispensing vehicles shall only operate within the City limits between the hours of 7:00 a.m. and 10:00 p.m. unless operating in conjunction with an authorized special event. The primary business must be open while mobile food trucks are in operation. Mobile food trucks must be operated with battery or dedicated electric service from the host business/property.
- (B) The mobile food dispensing vehicle shall not operate in or from any public right-of-way or City-owned property, unless operating in conjunction with an authorized special event.
- (C) Mobile food dispensing vehicles may not operate in a manner which obstructs the flow of traffic, impedes pedestrians, or otherwise adversely affects public safety.
- (D) Mobile food dispensing vehicles may not dispense alcoholic beverages.
- (E) The mobile food dispensing vehicle must obtain and maintain all necessary licenses as required by F.S. 509.102, as amended.
- (F) Mobile food dispensing shall only be authorized on a parcel of land consistent with this section and the following additional regulations:
 - (1) No more than ~~one~~ two mobile food dispensing vehicles ~~is~~ are allowed to occupy and operate on a parcel of land at any given time.
 - (2) The parcel owner shall obtain a business tax receipt license prior to allowing the operation of a mobile food dispensing vehicle.

-
- (3) Mobile food dispensing vehicles shall not operate from vacant land or improved land without permanent, onsite bathroom facilities available to patrons.
- (G) Mobile food dispensing vehicles, when not in active operation, may only be parked/stored on a parcel of land in accordance with an approved site plan and in a location where onsite storage of vehicles is a permitted use.
- (H) Mobile Food dispensing vehicles shall dispose of all waste products generated by the mobile food vehicle in accordance with all local, state, and federal requirements.
- (I) The mobile food dispensing vehicle must display on the vehicle the results of any DPBP inspections for cleanliness and sanitation.
- (J) The standards of this section shall not be applied to the establishment of mobile food dispensing vehicles as accessory to food and drink establishments as regulated in Section 56.06 below.
- (K) Notwithstanding the limitations and requirements of Section 56.05 (A-J), a mobile food dispensing vehicle may be operated as a Temporary Use in conjunction with an event on private property in accordance with the requirements of Section 56.00 and the following additional requirements:
- (1) A Temporary Use permit is required.
- a. Each non-residential (zoned or utilized) property/parcel of land may host one event with mobile food dispensing vehicles, four times per calendar year. Each event may last up to three days. Events must be separated by at least 30 days. The Technical Review Committee may place any restrictions deemed necessary to prevent adverse effects on surrounding property owners, publicly owned lands and public rights-of-way.
- b. Residential property (zoned or utilized) may host one mobile food dispensing vehicle twice per calendar year. Each event is limited to one day. Events must be separated by at least 30 days. The Technical Review Committee may place any restrictions deemed necessary to prevent adverse effects on surrounding property owners, publicly owned lands and public rights of way. Homeowner Association approval (if applicable) shall be required. The following additional requirements shall apply:
- i. The fee shall be 25% of the Temporary Use fee as established in Section 246.00 Fees.
- ii. The Technical Review Committee may conduct an expedited review and approve the permit without a formal meeting.
- (2) Generators may only be operated between the hours of 10:00 a.m. and 9:00 p.m. unless otherwise specifically authorized by the Technical Review Committee.

(Ord. No. 2020-22, § 1, passed 9-22-20; Am. Ord. No. 2022-26, passed 12-13-22)

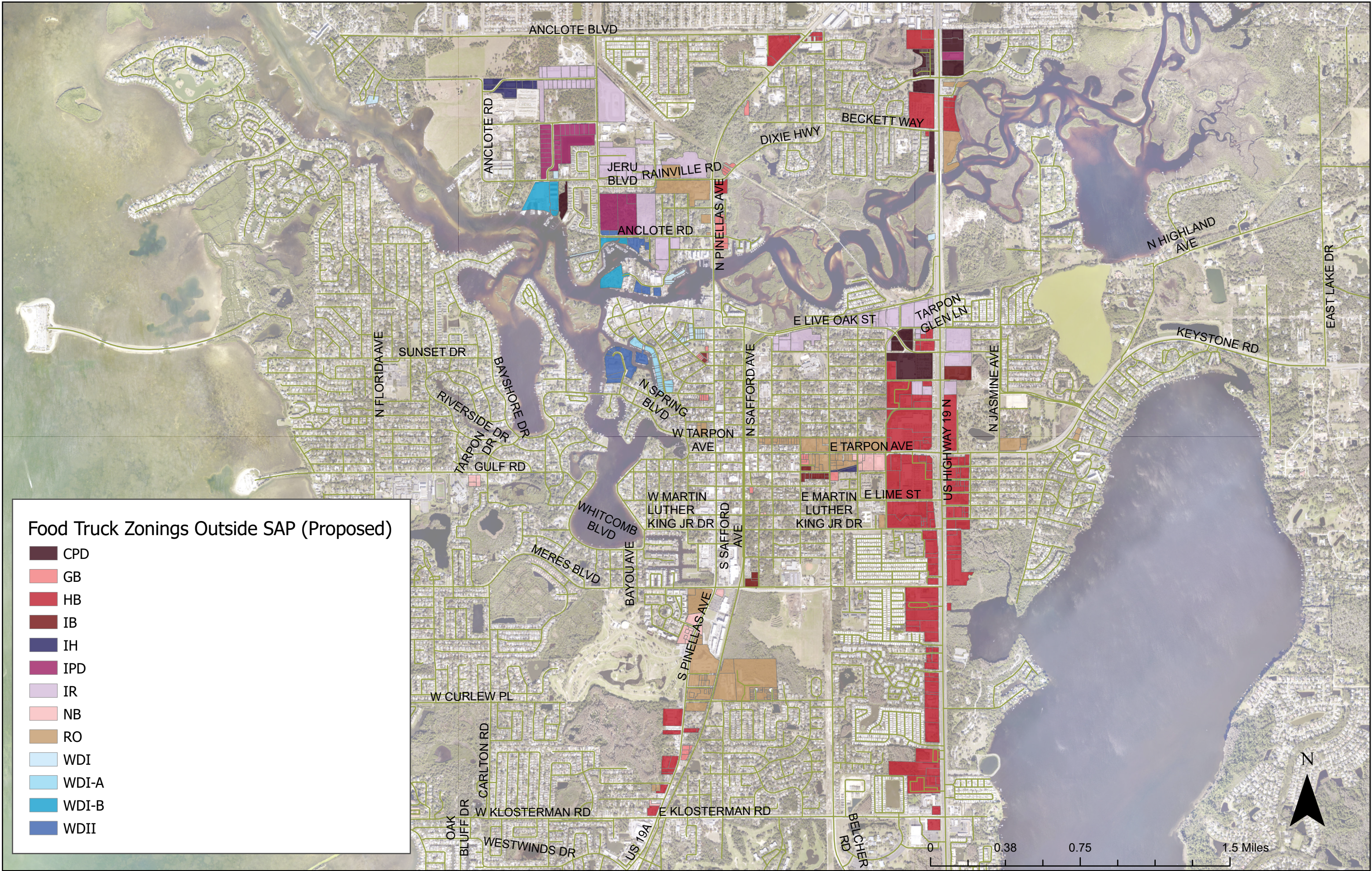
§ 56.06 MOBILE FOOD DISPENSING VEHICLES; AS ACCESSORY TO FOOD AND DRINK ESTABLISHMENTS.

A mobile food dispensing vehicle may be located as an accessory use (as defined in Section 36.00 (B)) to a legally established food or drink establishment, which is solely operated as a food or drink establishment, subject to the following criteria:

- (A) Review and approval of a development application by the Technical Review Committee containing the following minimum information and demonstration of compliance with the following standards:

-
- (1) Site layout indicating location of the mobile dispensing vehicle (may not locate in required off-street parking areas, or in such a manner as to block any accessways, walkways, driveways, loading zones or other site circulation ways for vehicles or pedestrians);
 - (2) The mobile food dispensing vehicle must be maintained as an operable vehicle and may not be permanently affixed or attached to a building or structure in a manner that would prevent the vehicle from being moved in the event of an emergency.
 - (3) Indicate operating hours (limited to those of the primary business);
 - (4) City services requested (water, sewer, solid waste pick up);
 - (5) Demonstration of compliance with the City's Fats, Oils and Grease (FOG) Management Program;
 - (6) Evacuation or mitigation plan in the event of a hurricane, wind-storm, or flooding event;
 - (7) Show method of connection to permanent power with 30 or 50 amp recreational vehicle/marine type plug and cord. When operating in close proximity to residential uses or existing outdoor seating areas the mobile food dispensing vehicle shall be required to operate from battery or appropriate permanent power source to eliminate noise and fumes associated with generators.
 - (8) The primary business owner shall obtain a separate business tax receipt license for the mobile food dispensing use;
 - (9) A mobile food dispensing vehicle may only be operated by the primary business owner as an extension of the primary business.
 - (10) The mobile food dispensing vehicle must display on the vehicle the results of any DPBR inspections for cleanliness and sanitation.

(Ord. No. 2020-22, § 1, passed 9-22-20; Am. Ord. 2022-02, passed 2-22-22)



Food Truck Zonings Outside SAP (Proposed)

- CPD
- GB
- HB
- IB
- IH
- IPD
- IR
- NB
- RO
- WDI
- WDI-A
- WDI-B
- WDII



January 28, 2025

Dear Board of Commissioners and City Manager,

I hope this email finds you all well. My name is Irene Manglis, I reside at 1307 Meres Blvd. Tarpon Springs. I am the proud owner of Meli Greek Street Donuts, established in 2020. I specialize in loukoumades which are traditional Greek Donuts, that I serve the out of my charming baby blue and white horse trailer.

I would like to discuss the planning and zoning meeting that took place Monday evening on January 27, 2025, regarding the proposed amendment to the ordinance permitting food trucks on private property. Since September 2020, the planning and zoning department has diligently worked to impose various restrictions on food trucks. They have done their job well and have left no loose ends.

For those that don't know, my business has caught the attention of Greek National News, Greek Talk Shows, Local News, Local Talk Shows and Newspaper outlets. Meli has also won Dessert Wars. We placed #6 in a national dessert competition out of 480 competitors in Atlanta Georgia. A very big win for us. We are proud to be the only competitor to dominate the entire competition in Tampa, winning first place in both categories.

The purpose of my email is to deeply express to you that I believe my business should be given an opportunity to operate at the Sponge docks. I have friends and family that own property at the Sponge Docks and are tax paying citizens that would love to have us on their private property, because they understand the impact Meli has.

Meli will be a valuable addition to the Sponge Docks, attracting a diverse crowd. I am proud to have reached my fifth year in business, and we have built a strong and loyal customer base. In last night's meeting, Ms. Franzis pointed out that some individuals travel from St. Pete specifically for food trucks, and Meli has drawn that kind of attention from all over. I have welcomed tourists from cities such as Chicago, New York, Pennsylvania, and Ohio, who have made it a point to specifically put Meli on their list of things to do when visiting our town. Unfortunately, I have also experienced a decline in business from out-of-town guests due to the strict food truck regulations that only permit Meli to operate during special events. So, naturally, I miss those customers and opportunities.

My small business has played a vital role in supporting local schools, our teams, churches, and so forth. I am blessed to call this beautiful town my home. Investing in this community and giving back whenever possible is of great significance to me. The strength of our community is the primary reason Meli continues to thrive. Although I do not operate a brick & mortar, that does not make my business any less valuable than others. I am the child of immigrant parents who arrived from Kalymnos, Greece, in pursuit of the American dream, and I am doing just that.

Many of you are familiar with Meli, but if you haven't had the chance yet, please look us up. Meli is full of character, charming, and unique. We provide a genuine cultural experience that

appeals to both visitors and locals alike. As I've mentioned before, the support from this community has been incredible. Our turnout at events but especially First Friday truly speaks volumes. The local support is overwhelming, and this community loves Meli, as much as Meli loves this community. All I am asking for is an opportunity to grow my brand and my business in my hometown. Thank you for your time.

From: [Trish Hickey](#)
To: [Kim Creighton](#)
Subject: FW: Meli Greek Donuts
Date: Monday, March 17, 2025 3:33:15 PM

From: Trish Hickey
Sent: Monday, March 17, 2025 2:48 PM
To: Renea Vincent <rvincent@ctsfl.us>; Karen Lemmons <klemmons@ctsfl.us>
Subject: FW: Meli Greek Donuts

From: Gianna Kontos <gkontos127@gmail.com>
Sent: Monday, March 17, 2025 2:27 PM
To: Board Of Commissioners <boc@ctsfl.us>
Subject: Meli Greek Donuts

Warning: Unusual sender <gkontos127@gmail.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hello! I am a current homeowner in Tarpon Springs Florida. I have lived here all my life. I think allowing Meli donuts to operate in the Sponge Docks would bring business to all surrounding establishments . If the space is rented to them by a private business this could help levitate some monthly expenses for them with the extra income.

Gianna Kontos

From: [Trish Hickey](#)
To: [Renea Vincent](#); [Karen Lemmons](#)
Cc: [Kim Creighton](#)
Subject: FW: Meli For The Sponge Docks
Date: Monday, March 17, 2025 3:34:22 PM

From: Georgios ntaikos <spartainternational77@gmail.com>
Sent: Monday, March 17, 2025 3:13 PM
To: Board Of Commissioners <boc@ctsfl.us>
Subject: Meli For The Sponge Docks

Warning: Unusual sender <spartainternational77@gmail.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

To whom this letter may concern, my name is Maria Ntaikos A residence at 1402 Gulf Rd. Tarpon Springs Florida I've known Irene since she was a little girl she was born and raised here In Tarpon Springs and for the past five years, I've seen her business of Meli grow she is a good person in this community and brought a tradition dessert from Kalymnos to Tarpon Springs and we are so thankful and proud to have her bring a taste of Greece here She volunteers her time at school functions at Festivals and always has a smile on her face very outgoing person I would love for her to have a place at the sponge docks for everyone to try this beautiful dessert thank you and have a blessed day

From: [Trish Hickey](#)
To: [Renea Vincent](#); [Karen Lemmons](#)
Cc: [Kim Creighton](#)
Subject: FW: Meli Donuts
Date: Monday, March 17, 2025 3:32:53 PM

-----Original Message-----

From: Nancy Olson <nkotarget@gmail.com>
Sent: Monday, March 17, 2025 3:09 PM
To: Board Of Commissioners <boc@ctsfl.us>
Subject: Meli Donuts

Warning: Unusual sender <nkotarget@gmail.com>

You don't usually receive emails from this address.
Make sure you trust this sender before taking any actions.

Please find a way to allow Meli Donuts to sell their donuts from the coolest food truck ever at the Sponge Docks. They are such fun, loving, dedicated, hard working ambassadors for our Greek community! (I'm not Greek but I am a TS voting resident and would love for our guests and my family to have the opportunity to buy Meli Donuts when we are shopping at the Sponge Docks!!) TY, Nancy Olson Sent from my iPhone

21820

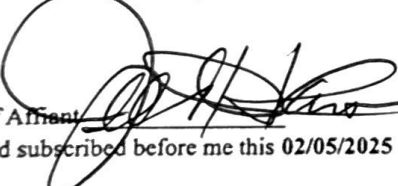
Tampa Bay Times

Published Daily

STATE OF FLORIDA) ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jill Harrison who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE NO. 2025-01 was published in said newspaper by print in the issues of 02/05/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant 
Sworn to and subscribed before me this 02/05/2025

Signature of Notary of Public
Personally known X or produced identification.
Type of identification produced _____





LEGAL NOTICE

NOTICE OF AMENDMENT TO CODE OF ORDINANCES

The City of Tarpon Springs, Florida, proposes to adopt the following Ordinance:

ORDINANCE 2025-01

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE CITY OF TARPON SPRINGS CODE OF ORDINANCES, APPENDIX A, COMPREHENSIVE ZONING AND LAND DEVELOPMENT CODE, ARTICLE IV SPECIAL REGULATIONS, SECTION 56.05 MOBILE FOOD DISPENSING VEHICLES, TEMPORARY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF THE CITY OF TARPON SPRINGS, FLORIDA; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

A Public Hearing on the proposed ordinance will be held before the Planning and Zoning Board on the following date:

Monday, February 24, 2025 @ 6:30 P.M.

Public Hearings on the proposed ordinance will be held before the Board of Commissioners on the following dates:

Tuesday, March 4, 2025 @ 6:30 P.M. (1st Reading)
Tuesday, March 18, 2025 @ 6:30 P.M. (2nd Reading)

THE PLANNING AND ZONING BOARD AND BOARD OF COMMISSIONERS PUBLIC HEARINGS WILL BE HELD IN THE CITY HALL AUDITORIUM, 324 EAST PINE STREET, TARPON SPRINGS, FLORIDA.

Said hearings may be continued from time-to-time pending Adjournment. All interested parties are invited to attend these meetings to express your views or to present facts in the case. If a person decides to appeal any decision made by the Board of Commissioners with respect to any matter considered at these meetings or hearings, he will need a record of the proceedings, and that, for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Written comments may be addressed to the Planning & Zoning Department, Phone (727) 942-5611, City of Tarpon Springs, P.O. Box 5004, Tarpon Springs, Florida 34688-5004. Written comments will become a part of the record. Materials related to this ordinance, including the complete legal description of the subject property by metes and bounds, are available for inspection. Persons wishing to participate in the hearing or receive more information may contact the Planning & Zoning Department during City Hall business hours at (727) 942-5611, or visit the City's web site at www.ctsfl.us. Any person with a disability requiring reasonable accommodation in order to participate in these meetings should call (727) 942-5611 or email a written request to planning@ctsfl.us.

Please Reference Application #24-85

02/05/25

21420-1

TEMPORARY FOOD TRUCKS ORDINANCE 2025-01 (APPLICATION #24-85)

Planning and Zoning Board: February 24, 2025

Board of Commissioners: March 25, 2025 and April 8, 2025





ORDINANCE HISTORY

- **Under House Bill 1193**, effective 7/1/2020, mobile food dispensing vehicles (a.k.a., “food trucks”) **cannot be prohibited**.
- **Ordinances 2020-22 and 2022-02** adopted to allow food trucks as a temporary use (LDC 56.05) or in conjunction with an eating/drinking establishment (LDC 56.06), and removed signage requirement.
- **Ordinance 2022-26** amended LDC Section 56.05 to allow for a multi-day food truck event as a temporary use.
- **January 7, 2025** - Board of Commissioners discussed potential updates to allow for increased flexibility, especially in the City’s Special Area Plan (a.k.a., SmartCode).
- **Ordinance 2025-01** – Planning and Zoning Board reviewed draft ordinance on January 27, 2025 and recommended denial.



SUMMARY OF DRAFT ORDINANCE REVISIONS

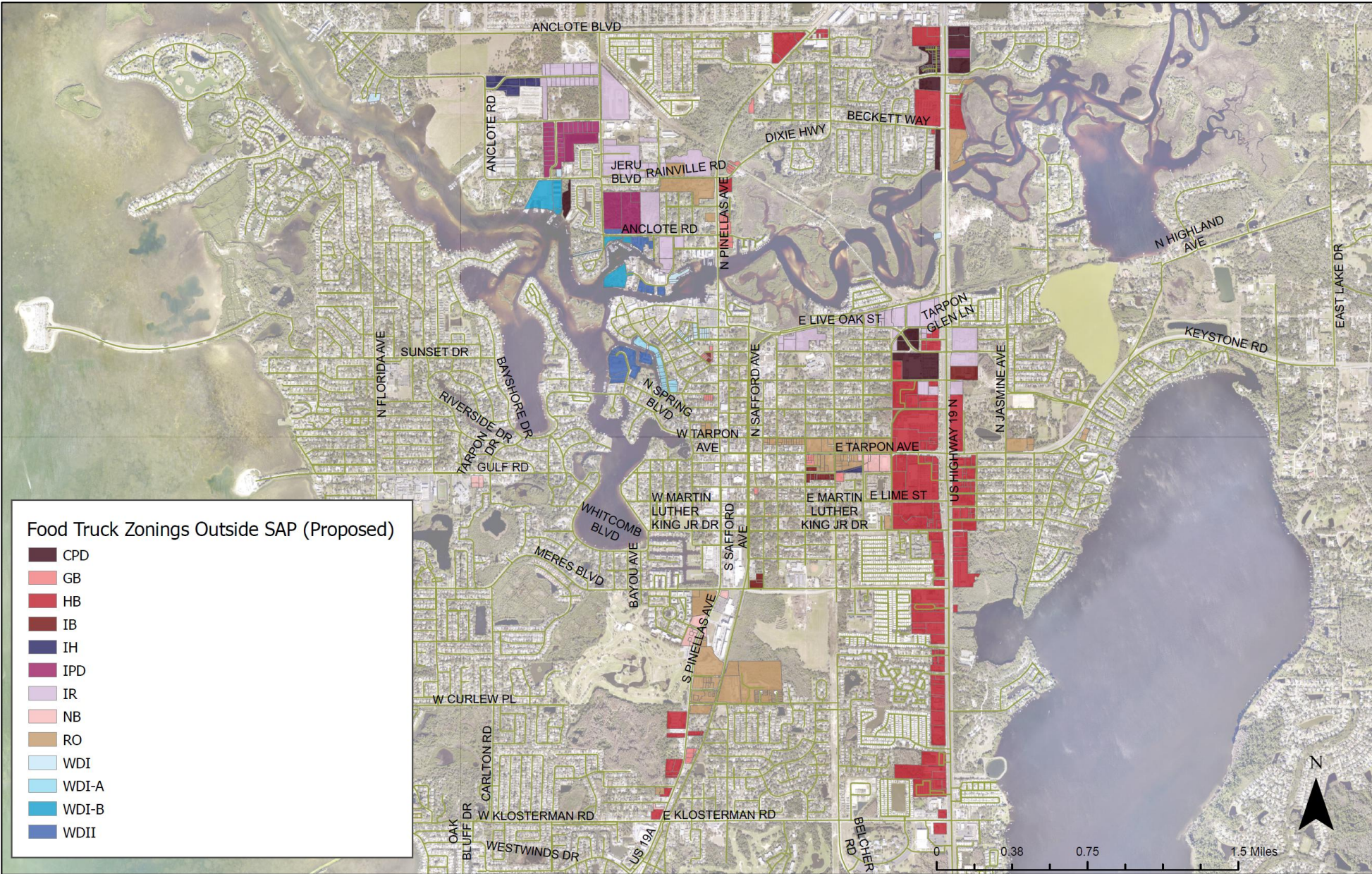
- Allows up to two (2) trucks between 7am and 10pm.
- Food truck must be accessory to a legal primary use and can only operate when primary business is open.
- Food truck must be operated using a battery or electric service.
- Not permitted on vacant land, or, on improved land that does not have permanent restroom facilities for patrons.
- For multi-day events (*truck remains on property*):
 - Temporary Use approval from the Technical Review Committee still required,
 - No limit on the number of events and no minimum time separation between events,
 - Continues to limit individual events to three-day duration.

SUMMARY OF DRAFT ORDINANCE REVISIONS

- **Current Allowable LDC Zoning Districts:**
 - I (Industrial); HB (Highway Business); CPD (Commercial Planned Development)
- **Proposed LDC Zoning Districts Outside Special Area Plan:**
 - Expanded to all Non-Residential Zoning Districts as accessory to established non-residential use (13 Districts)
- **Special Area Plan/SmartCode:**
 - Restricts food trucks to establishments with a license to serve alcohol on the premises, in the character district/transect zones shown in the table.

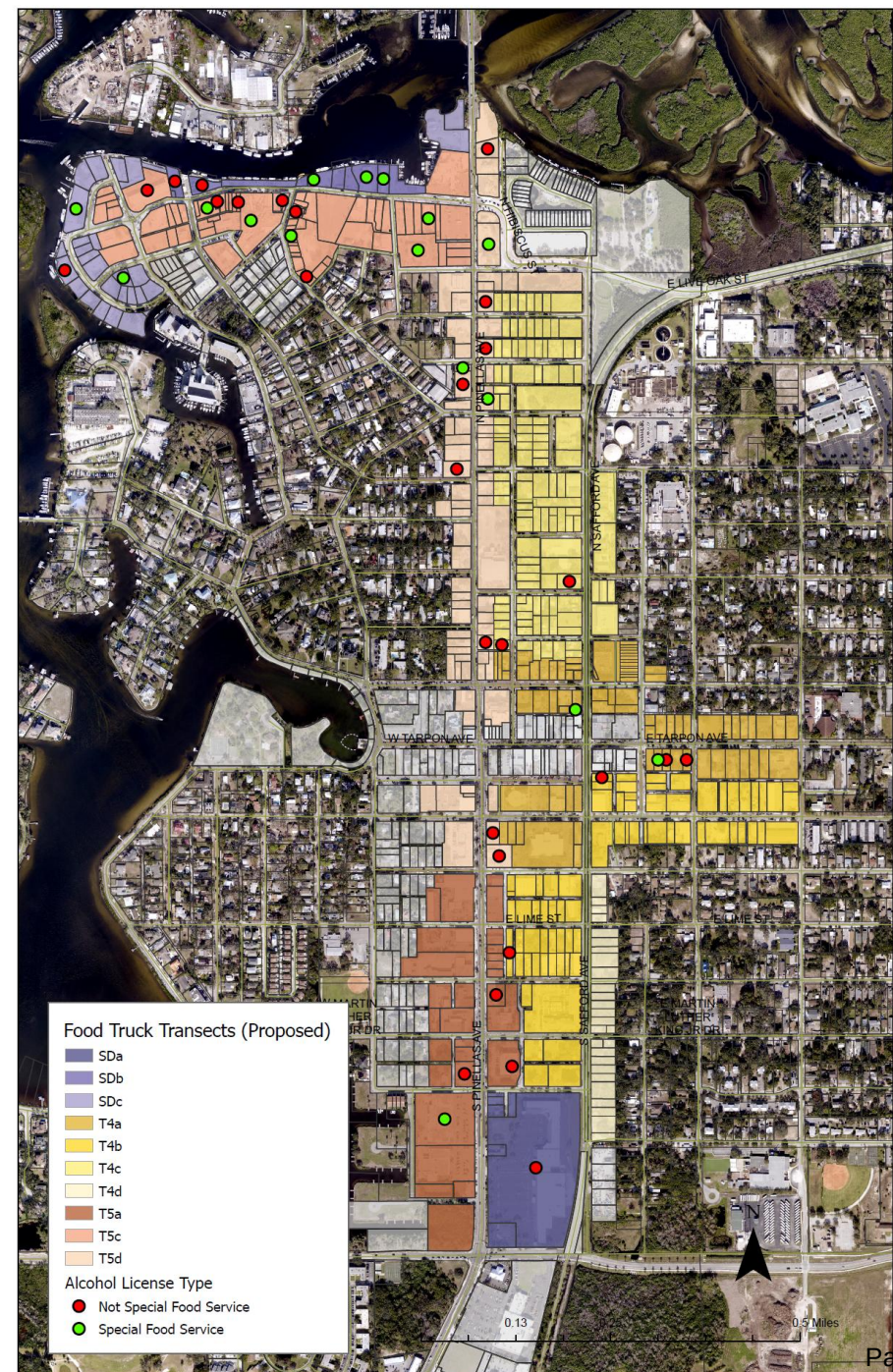
SAP Character District	SmartCode Transect Zone
Sponge Docks	T5c, T5d, SDb, Sdc
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Downtown	T4a, T5d
Downtown Gateway	T4a, T4b
Spring Bayou	N/A
South Pinellas	T4b, T5a
South Safford	T4d
South Gateway	T5a, SDa

PROPOSED LDC ZONING DISTRICTS

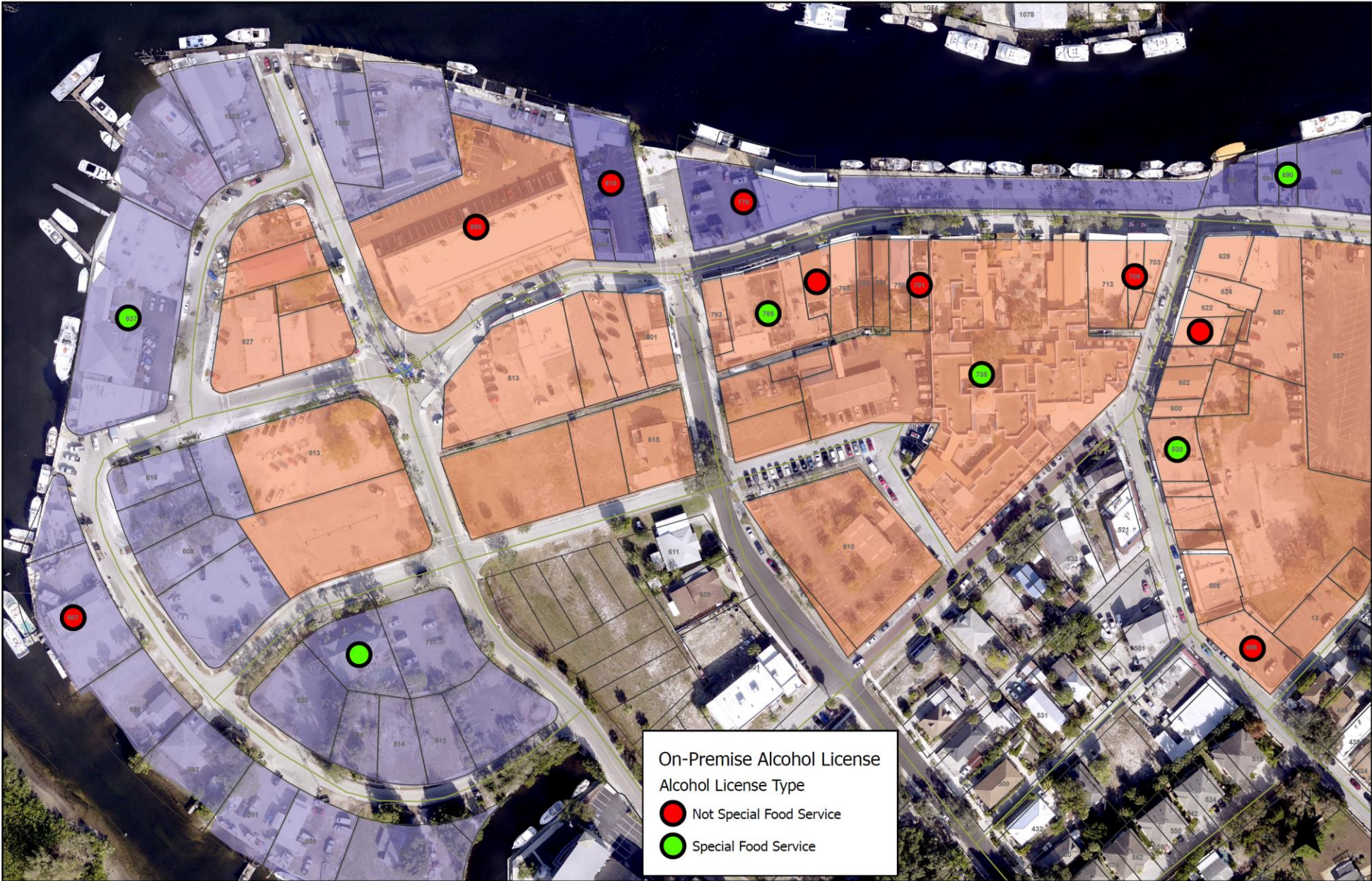


PROPOSED TRANSECTS

- Restricted to establishments that have a license to serve alcohol on premise.
- Dots represent existing approved establishments:
 - **Green** – *Special Food Service* – At least 51% of gross revenue is from the sale of food and non-alcoholic beverages.
 - **Red** – *Not Special Food Service*



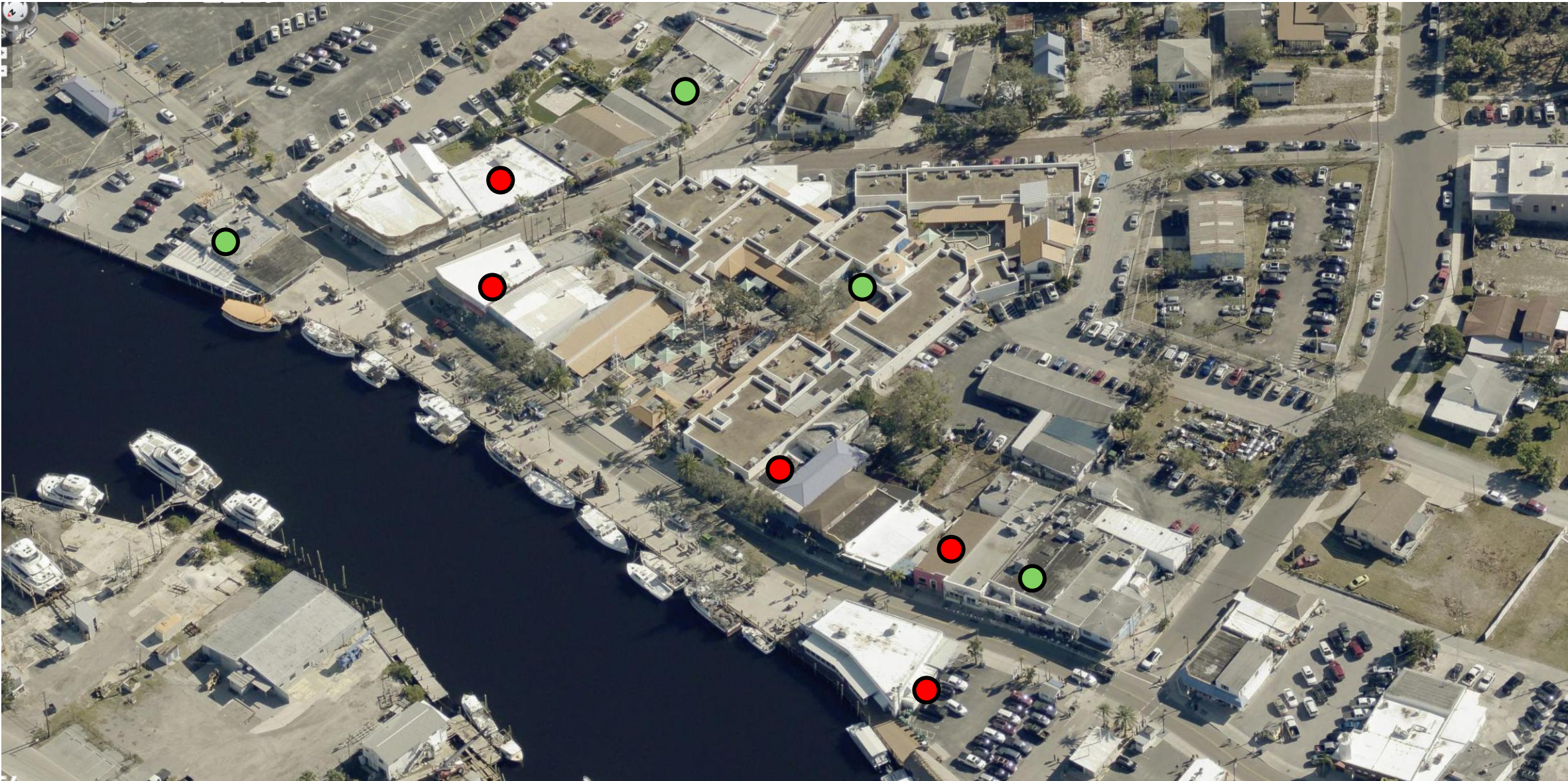
ON-PREMISE ALCOHOL LICENSE



EXISTING BUILDING FOOTPRINTS



EXISTING BUILDING FOOTPRINTS





ON-PREMISE ALCOHOL LICENSE



EXISTING BUILDING FOOTPRINTS





EXISTING DRINKING ESTABLISHMENTS

Name	Room for Food Truck/Vendor?	Required Parking	Available Parking
Unrefined Brewing	In the rear adjacent to alley	0	4
Brighter Days Brewery	Along drive aisle and adjacent grassy area	3	7
Wine At the Docks	Front patio	40	56
Tarpon Distillery	Rear courtyard	7	10
Anclore Distillery	Front paver area, grass/garden area	4	10
Bridge Lounge	Side and rear parking area	6	22



Memorandum

Date: March 25, 2025
To: Mayor and Board of Commissioners
Through: Charles Rudd, City Manager
From: Renea Vincent, Planning Director
Subject: **Ordinance 2025-02; Land Development Code Amendment; Amending Article IV Special Regulations, Section 59.00 Docks, Piers, and Shoreline Stabilization Structures (1st Reading, Legislative) (Renea Vincent Planning & Zoning Director)**

Recommendation

Approve draft Ordinance 2025-02.

Background

The City's Land Development Code authorizes docks on vacant residential property subject to certain conditions, one of which is a prohibition on utility connections. Due to changed circumstances since that ordinance was adopted in 1991, the draft ordinance is revised to allow electric utility service for these lots in order to allow for the installation of boat lifts and/or davits. Please see "Planning and Zoning Memorandum" for additional detail.

Planning and Zoning Board Recommendation

The Planning and Zoning Board reviewed this draft ordinance at their regular meeting of February 24, 2025 with a full board present. The Board voted unanimously to recommend approval of the ordinance as drafted. One member of the public spoke in favor of the ordinance.

Funding

Not applicable.

Strategic Plan Objective

Not applicable.



Planning and Zoning Board

Memorandum

Date: February 18, 2025
To: Planning and Zoning Board
From: Renea Vincent, Planning and Zoning Director
Subject: Land Development Code Revision to Allow Electric Service to Docks on Vacant Land

Recommendation

Review and provide a recommendation to the Board of Commissioners regarding proposed changes to Section 59.00 to allow utility services to docks on vacant land.

Background

Ordinance 1991-43 (attached), adopted on November 19, 1991, established regulations to allow docks on vacant property subject to certain conditions. Prior to adoption of this ordinance, docks were not allowed on vacant residential lands. The initial impetus behind the 1991 ordinance was to respond to the request of local realtors who believed that allowing a dock on a vacant parcel of land would make the lots both more valuable, and more marketable.

Past "institutional knowledge" indicated that the prohibition of utilities was directly related to the prohibition of "live-aboard" vessels which is also listed in the same section of the ordinance. Logically speaking, a lack of utility services would greatly diminish the probability of a private dock being used to moor a boat with persons living there. Since 1991, circumstances have changed in that,

- there is a limited number of remaining vacant residential waterfront parcels where this situation may exist, and,
- the City's Utilities Department does not allow the provision of City water and sewer service to vacant residential lots to avoid potential environmental impacts. The construction of a dock does not affect this now long-standing policy.

With the increased demand for short term rentals over the last several years, the allowance of all utility services (water, sewer and electric) could have the affect of expanding the incidence

of illegal live-aboard vessels. However, a draft ordinance that allows for electric services only, would accommodate an owner desiring to install a boat lift or davits in conjunction with a dock on his/her vacant residential lot, while minimizing the potential proliferation of live-aboards.

A draft revision is attached proposing to remove the prohibition on electric service. The revision also adds a requirement for a recorded restrictive covenant to run with the land so that current and future owners acknowledge the standards, including the prohibition on live-aboard vessels.

The Technical Review Committee reviewed this draft ordinance at their meeting of January 9, 2025.

ORDINANCE 2025-02

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE CITY OF TARPON SPRINGS CODE OF ORDINANCES, APPENDIX A, COMPREHENSIVE ZONING AND LAND DEVELOPMENT CODE, ARTICLE IV SPECIAL REGULATIONS, SECTION 59.00 DOCKS, PIERS, AND SHORELINE STABILIZATION STRUCTURES; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERRORS; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, Article IV of the Land Development Code provides for the regulation of docks within the City of Tarpon Springs; and

WHEREAS, Section 59.00 of the regulations establishes regulations allowing for docks on vacant single family residential property; and

WHEREAS, the current regulations do not allow any utility services (water, sewer, or electricity) on docks located on vacant lands to discourage live-aboards and renting of private slips; and

WHEREAS, the limited number of vacant residential waterfront lots available in the city diminishes the potential impacts associated with allowing utility services to be established on docks located on vacant lands.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA:

SECTION 1. That the above recitals ("Whereas" clauses) are hereby adopted as legislative findings, purpose and intent of the Board of Commissioners.

SECTION 2. Article IV, Section 59.00 of Appendix A, Land Development Code, City of Tarpon Springs Code of Ordinances is hereby amended as follows:

§ 59.00 DOCKS, PIERS, AND SHORELINE STABILIZATION STRUCTURES.

- (A) The definitions, procedures, and design criteria of the Pinellas County Water and Navigation Control Authority, Pinellas County Code 166.241, et. seq., are adopted by reference as if set out at length in this section.
- (B) In addition to the design criteria for all private docks regulated by the Pinellas County Water and Navigation Control Authority, the following additional design criteria shall apply to those private docks lying within City boundaries:
 - (1) Private docks to be constructed within the Waters of the County shall be constructed so that the length of the dock shall not extend from the mean high water line or seawall of the property further than one-half (½) the width of the property at waterfront. This requirement may be

- waived by the City Manager or his designee, provided that signed statements of no objection from the owners of both adjacent waterfront properties have been submitted.
- (2) Private docks and boat lifts must be constructed within the center one-third of the applicant's waterfront property or fifty feet (50') from the adjacent property, whichever is less restrictive. This requirement may be waived by the City Manager or his designee, provided that signed statements of no objection from the property owner(s) encroached upon have been submitted.
- (C) The following additional design criteria shall apply to those commercial and multi-use private docks lying within City boundaries:
- (1) Docking facilities constructed in the Waters of the County shall be constructed so that the width of such facilities shall not exceed seventy five percent (75%) of the width of the property at the waterfront and shall be further constructed so that the length of the facility shall not extend from the mean high water line or seawall of the property further than seventy-five percent (75%) of the width of the property at the waterfront. All docking facilities must be located so that no portion of the proposed facility is closer to either adjacent extended property line than ten percent (10%) of the property width at the waterfront. Multi-use private and commercial docks abutting adjacent waterfront residential property must be setback a minimum of one-third (1/3) of the applicant's waterfront property width from the adjacent waterfront residential property. This requirement may be waived by the City Manager or his designee, provided that signed statements of no objection from the owners both adjacent waterfront properties have been submitted.
- (2) Commercial and multi-use docks and piers may also be subject to Chapter 253, F.S. and Rule 18-21, F.A.C., as determined by the State of Florida Department of Environmental Protection.
- (D) No building permit shall be issued without the approval of the Pinellas County Water and Navigation Control Authority, Florida Department of Environmental Protection (FDEP), U.S. Army Corps of Engineers (USACOE), or other affected agency which has jurisdiction.
- (E) Review and approval by the City Engineer is required prior to the issuance of a building permit.
- (F) Where deemed applicable by the City Engineer, each application for building permit shall be accompanied by a jurisdictional survey in accordance with the requirements for wetlands protection.
- (G) A dock may be allowed on a vacant single family residential lot subject to the following restrictions:
- (1) The dock shall be limited to a single slip;
- (2) The dock shall only be for the enjoyment of the property owner of the subject lot;
- (3) The slip shall not be rented or leased to others;
- (4) Water, ~~and sewer, and electric~~ services shall not be permitted;
- (5) Live-aboards shall not be permitted;
- (6) The dock shall be secured by a gate or similar device until the primary use is constructed; and
- (7) The upland portion of a vacant lot shall not be used for a bathhouse, outdoor storage, parking uses, recreational vehicles, fuel storage, or other accessory structures or uses until the primary use is constructed.
- (8) A recorded restrictive covenant shall be required acknowledging the requirements of 1-7 above.

SECTION 3. This Ordinance shall be codified in the Code of Ordinances of the City of Tarpon Springs, Florida.

SECTION 4. All ordinances/resolutions and parts of ordinances/resolutions in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 5. The provisions of this Ordinance are declared to be severable, and if any section of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance. This Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

SECTION 7. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 8. This Ordinance shall be published in accordance with the requirements of law.

SECTION 9. This Ordinance shall become effective upon final passage and adoption, in the manner provided by law.

ORDINANCE 91-43

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING SECTION 59.00 OF THE LAND DEVELOPMENT CODE TO PROVIDE FOR SINGLE-SLIP DOCKS ON VACANT SINGLE FAMILY RESIDENTIAL LOTS; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE BE IT ORDAINED BY THE CITY OF TARPON SPRINGS, that:

Section 1 - Section 59.00 of the Tarpon Springs Comprehensive Zoning and Land Development Code shall be amended to provide for single-slip docks on vacant single family residential lots as follows:

59.00 DOCKS, PIERS, AND SHORELINE STABILIZATION STRUCTURES

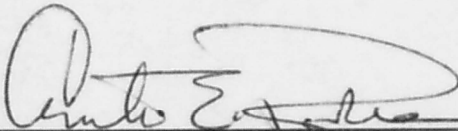
- (A) These uses shall be subject to the rules and regulations of the Pinellas County Water and Navigation Board.
- (B) No building permit shall be issued without the approval of the Pinellas County Water and Navigation Board, Florida Department of Natural Resources (DNR), Florida Department of Environmental Regulation (DER), U.S. Army Corps of Engineers (USACOE), or other affected agency which has jurisdiction.
- (C) Review and approval by the City Engineer is required prior to the issuance of a building permit.
- (D) Each application for building permit shall be accompanied by a jurisdictional survey in accordance with the requirements for wetlands protection.
- (E) A dock may be allowed on a vacant single family residential lot subject to the following restrictions:

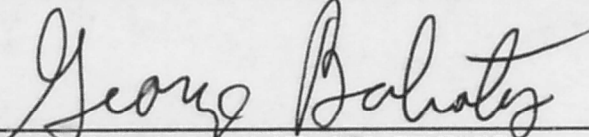
Ord. 91-43

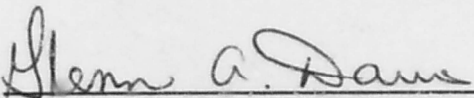
- (1) The dock shall be limited to a single slip, and
- (2) The dock shall only be for the enjoyment of the property owner of the subject lot, and
- (3) The slip shall not be rented or leased to others, and
- (4) Water, sewer and electric services shall not be permitted, and
- (5) Live-aboards shall not be permitted, and
- (6) The dock shall be secured by a gate or similar device until the primary use is constructed, and
- (7) The upland portion of a vacant lot shall not be used for a bathhouse, outdoor storage, parking uses, recreational vehicles, fuel storage, or other accessory structures or uses until the primary use is constructed

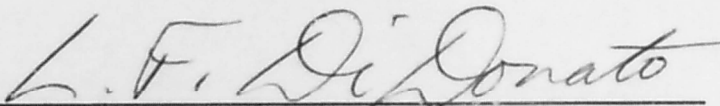
Section 2 - This Ordinance shall become effective immediately upon adoption.

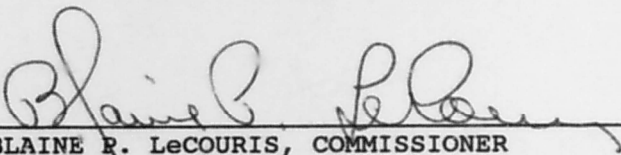
PASSED and ADOPTED this 19th day of November, 1991.


ANITA E. PROTOS, MAYOR-COMMISSIONER


GEORGE BOBOTAS, MAYOR PRO TEMPORE


GLENN A. DAVIS, COMMISSIONER


L. F. DIDONATO, COMMISSIONER

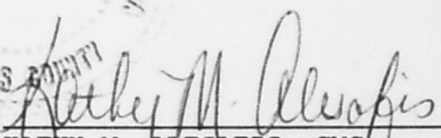

BLAINE P. LECOURIS, COMMISSIONER

MOTION BY: COMMISSIONER DiDONATO
SECOND BY: COMMISSIONER BOBOTAS

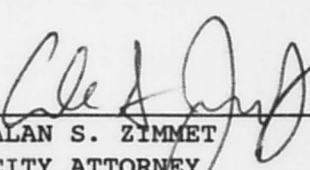
VOTE ON MOTION

COMMISSIONER LecOURIS	<u>Yes</u>
COMMISSIONER DiDONATO	<u>Yes</u>
COMMISSIONER BOBOTAS	<u>Yes</u>
COMMISSIONER DAVIS	<u>Yes</u>
MAYOR PROTOS	<u>Yes</u>




KATHY M. ALESAFIS, CMC
CITY CLERK & COLLECTOR

APPROVED AS TO FORM:


ALAN S. ZIMMET
CITY ATTORNEY

21822

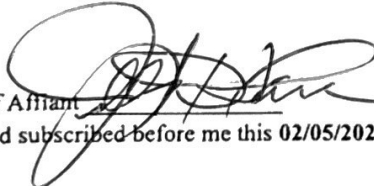
Tampa Bay Times

Published Daily

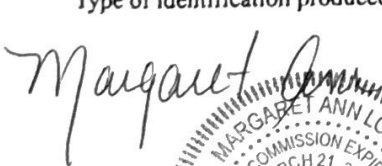
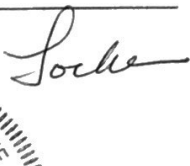
STATE OF FLORIDA } ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jill Harrison who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter Application #25-06 was published in said newspaper by print in the issues of 02/05/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant 
Sworn to and subscribed before me this 02/05/2025

Signature of Notary of Public
Personally known X or produced identification.
Type of identification produced _____



LEGAL NOTICE

NOTICE OF AMENDMENT TO CODE OF ORDINANCES

The City of Tarpon Springs, Florida, proposes to adopt the following Ordinance:

ORDINANCE 2025-02

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE CITY OF TARPON SPRINGS CODE OF ORDINANCES, APPENDIX A, COMPREHENSIVE ZONING AND LAND DEVELOPMENT CODE, ARTICLE IV SPECIAL REGULATIONS, SECTION 59.00 DOCKS, PIERS, AND SHORELINE STABILIZATION STRUCTURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF THE CITY OF TARPON SPRINGS, FLORIDA; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

A Public Hearing on the proposed ordinance will be held before the Planning and Zoning Board on the following date:

Monday, February 24, 2025 @ 6:30 P.M.

Public Hearings on the proposed ordinance will be held before the Board of Commissioners on the following dates:

Tuesday, March 4, 2025 @ 6:30 P.M. (1st Reading)
Tuesday, March 18, 2025 @ 6:30 P.M. (2nd Reading)

THE PLANNING AND ZONING BOARD AND BOARD OF COMMISSIONERS PUBLIC HEARINGS WILL BE HELD IN THE CITY HALL AUDITORIUM, 324 EAST PINE STREET, TARPON SPRINGS, FLORIDA.

Said hearings may be continued from time-to-time pending Adjournment. All interested parties are invited to attend these meetings to express your views or to present facts in the case. If a person decides to appeal any decision made by the Board of Commissioners with respect to any matter considered at these meetings or hearings, he will need a record of the proceedings, and that, for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Written comments may be addressed to the Planning & Zoning Department, Phone (727) 942-5611, City of Tarpon Springs, P.O. Box 5004, Tarpon Springs, Florida 34688-5004. Written comments will become a part of the record. Materials related to this ordinance, including the complete legal description of the subject property by metes and bounds, are available for inspection. Persons wishing to participate in the hearing or receive more information may contact the Planning & Zoning Department during City Hall business hours at (727) 942-5611, or visit the City's web site at www.ctsfl.us. Any person with a disability requiring reasonable accommodation in order to participate in these meetings should call (727) 942-5611 or email a written request to planning@ctsfl.us.

Please Reference Application #25-06

2/05/2025

21822-1



Memorandum

Date: March 25, 2025
To: Mayor and Board of Commissioners
Through: Charles Rudd, City Manager
From: Renea Vincent, Planning Director
Subject: **Ordinance 2025-03; Land Development Code Amendment; Amending Article XI Sign Regulations, Section 192.02 Temporary Banners (1st Reading, Legislative) (Renea Vincent Planning & Zoning Director)**

Recommendation

Review draft Ordinance 2025-03 and take action to approve, approve with changes, or, deny the ordinance.

Background

The City's sign code allows for the use of temporary advertising banners for discrete events in commercial, industrial, and residential zoning districts. The draft ordinance proposes to amend the Land Development Code to allow for feather/flutter signs as an advertising option for new business openings within the City. Please see "Planning and Zoning Board Memorandum" for additional detail.

Planning and Zoning Board Recommendation

The Planning and Zoning Board reviewed this draft ordinance at their regular meeting of February 24, 2025 with a full board present. The Board voted unanimously to recommend approval of the ordinance as drafted.

Funding

not applicable

Strategic Plan Objective

Goal D.1 Expand and Diversify Local Employment Opportunities that Support a Living Wage



MEMORANDUM

To: Planning and Zoning Board

From: Renea Vincent, AICP CPM, Planning and Zoning Director

Date: February 18, 2025

Subject: Draft Ordinance 2025-03; Amendments to Section 192.02 of the Land Development Code (LDC) regulating temporary banners.

RECOMMENDATION:

Review and provide a recommendation to the Board of Commissioners regarding proposed changes to Section 192.02 to allow feather/flutter signs for newly established businesses.

BACKGROUND:

The City's sign code allows for the use of temporary advertising banners for discrete events in commercial, industrial, and residential zoning districts. In commercial/industrial districts the banners cannot exceed 35 square feet in area, and are allowed four (4) times per year for events lasting up to 14 days. The events can occur no more frequently than every 45 days (LDC Section 192.00(A)). These regulations are specific to "banners" which are "intended to hang either with or without frames or in some other manner as not to be wind activated" (LDC Section 178.00).

On January 7, 2025, the Board of Commissioners discussed considering revision of the temporary signage allowance to expand advertising options for new business openings within the City, especially those that want to schedule a "grand opening." This would support Goal D.1 of the City's Strategic Plan which states, "Expand and diversify local employment opportunities that support a living wage." The BOC specifically discussed allowing the use of feather or flutter signs. LDC Section 178.00 defines "feather sign or flutter sign" as follows: "a sign extending in a sleeve-like fashion down a telescoping or fixed pole that is mounted in the ground or on a building or stand. A feather sign or flutter sign is usually shaped like a sail or feather, and attached to the pole support on one vertical side." Feather/flutter signs are currently prohibited in the City (LDC Section 181.03(H)). The BOC directed staff to prepare a draft ordinance for consideration.

The Technical Review Committee reviewed this draft ordinance at their regular meeting of January 9, 2025.

**SUMMARY OF CHANGES:**

- Restricts the use of feather or flutter signs to commercial and industrial zoning districts.
- A newly established business may display up to five (5) feather or flutter signs for 45 days, provided,
 - A local business tax receipt has been issued for the new business,
 - The signs meet height, setback and distance separation standards,
 - The signs may not obstruct visibility or accessways.
- In lieu of feather/flutter signs, the business may display a banner meeting the temporary banner standards of LDC Section 192.00(A), for the 45-day period. A business cannot use both the feather/flutter signs and the temporary banner sign at the same time for this purpose.

ORDINANCE 2025-03

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE CITY OF TARPON SPRINGS CODE OF ORDINANCES, APPENDIX A, COMPREHENSIVE ZONING AND LAND DEVELOPMENT CODE, ARTICLE XI SIGN REGULATIONS, SECTION 192.02 TEMPORARY BANNERS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERRORS; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, Article XI of the Land Development Code provides for the regulation of signage within the City of Tarpon Springs; and

WHEREAS, Section 192.02 the current sign regulations do not provide for a specific display period for temporary signs in support of a newly established business; and

WHEREAS, an additional allowance for temporary signs in support of new businesses will assist new businesses in establishing a customer base; and

WHEREAS, the Board of Commissioners finds that it is in the best interest of the City to promote new businesses.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA:

SECTION 1. That the above recitals ("Whereas" clauses) are hereby adopted as legislative findings, purpose and intent of the Board of Commissioners.

SECTION 2. Article XI, Section 192.02 of Appendix A, Land Development Code, City of Tarpon Springs Code of Ordinances is hereby amended as follows:

§ 192.02 Temporary Banners, Feather and Flutter Signs.

(A) (A)—In commercial and industrial zoning districts temporary banner signs not exceeding thirty-five (35) square feet in area and eight (8) feet in height may be displayed on privately-owned property no more than four times per year and up to a maximum of fourteen days per occurrence, with a minimum of forty-five days between each occurrence.

(B) In commercial and industrial zoning districts a newly established business may display "feather or flutter" signs for a period of 45 days in support of a grand opening in accordance with the following requirements:

1. The business must be a lawfully established business that has applied for a local business tax receipt.
2. Feather or flutter signs may not exceed 10' in height and must be set back at least 5 feet from the property/right of way line and may not be placed in any public right of way.

3. The signs may not obstruct visibility for vehicles, cyclists or pedestrians. The Tarpon Springs Police Department shall have sole authority over establishing visibility.

4. The number of signs shall be limited to 1 per 10 feet of property frontage along the public right of way, not to exceed 5 signs per parcel.

5. In lieu of Feather and/or Flutter signs, one ~~grand opening banner~~ not exceeding 35 square feet in area and eight (8) feet in height may be displayed for a period of 45 days.

(BC) In residential zoning districts temporary banner signs not exceeding 15 square feet may be displayed on privately owned property no more than four times per year and up to a maximum of 14 days per occurrence, with a minimum of forty-five days between each occurrence.

(CD) One temporary sign shall be allowed on each privately-owned parcel within the city. Temporary signs shall not exceed four (4) square feet in sign area, and four (4) feet in height for residential properties. The sign shall be constructed of metal, plastic, wood or pressed wood and shall be fastened to a support not exceeding four (4) inches by four (4) inches. Such signs shall not be located within the public right-of-way.

SECTION 3. This Ordinance shall be codified in the Code of Ordinances of the City of Tarpon Springs, Florida.

SECTION 4. All ordinances/resolutions and parts of ordinances/resolutions in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 5. The provisions of this Ordinance are declared to be severable, and if any section of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

SECTION 7. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 8. This Ordinance shall be published in accordance with the requirements of law.

SECTION 9. This Ordinance shall become effective upon final passage and adoption, in the manner provided by law.

21826

Tampa Bay Times

Published Daily

STATE OF FLORIDA } ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jill Harrison who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter Application #25-05 was published in said newspaper by print in the issues of 02/05/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant

Sworn to and subscribed before me this 02/05/2025

Signature of Notary of Public

Personally known X or produced identification.

Type of identification produced



LEGAL NOTICE

NOTICE OF AMENDMENT TO CODE OF ORDINANCES

The City of Tarpon Springs, Florida, proposes to adopt the following Ordinance:

ORDINANCE 2025-03

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE CITY OF TARPON SPRINGS CODE OF ORDINANCES, APPENDIX A, COMPREHENSIVE ZONING AND LAND DEVELOPMENT CODE, ARTICLE XI SIGN REGULATIONS, SECTION 192.02 TEMPORARY BANNERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF THE CITY OF TARPON SPRINGS, FLORIDA; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

A Public Hearing on the proposed ordinance will be held before the Planning and Zoning Board on the following date:

Monday, February 24, 2025 @ 6:30 P.M.

Public Hearings on the proposed ordinance will be held before the Board of Commissioners on the following dates:

Tuesday, March 4, 2025 @ 6:30 P.M. (1st Reading)

Tuesday, March 18, 2025 @ 6:30 P.M. (2nd Reading)

THE PLANNING AND ZONING BOARD AND BOARD OF COMMISSIONERS PUBLIC HEARINGS WILL BE HELD IN THE CITY HALL AUDITORIUM, 324 EAST PINE STREET, TARPON SPRINGS, FLORIDA.

Said hearings may be continued from time-to-time pending Adjournment. All interested parties are invited to attend these meetings to express your views or to present facts in the case. If a person decides to appeal any decision made by the Board of Commissioners with respect to any matter considered at these meetings or hearings, he will need a record of the proceedings, and that, for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Written comments may be addressed to the Planning & Zoning Department, Phone (727) 942-5611, City of Tarpon Springs, P.O. Box 5004, Tarpon Springs, Florida 34688-5004. Written comments will become a part of the record. Materials related to this ordinance, including the complete legal description of the subject property by metes and bounds, are available for inspection. Persons wishing to participate in the hearing or receive more information may contact the Planning & Zoning Department during City Hall business hours at (727) 942-5611, or visit the City's web site at www.ctsfl.us. Any person with a disability requiring reasonable accommodation in order to participate in these meetings should call (727) 942-5611 or email a written request to planning@ctsfl.us.

Please Reference Application #25-05

2/05/2025

21826-1