



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, JULY 22, 2025 6:30 PM - CITY HALL AUDITORIUM

CALL TO ORDER

ROLL CALL

REFLECTION

PLEDGE OF ALLEGIANCE (5 Minutes)

SPECIAL PRESENTATIONS (20 Minutes)

1. Mary Mehas Burruss and Naomi Mehas Patterson (**Mayor John Koulianos**)
2. In Memoriams:
 - a. Resolution 2025-49; Professor Kevin Grass (**Mayor John Koulianos**)
 - b. St. Petersburg College Resolution; Deno Moutsatsos (**President Dr. Tonjua Williams and Provost Dr. Rodrigo Davis**)
3. Charter Revision Commission Recommendations (**Dr. Carrie Root Chair**)

PUBLIC COMMENTS

CONSENT AGENDA (5 Minutes)

4. Attorney Fee(s):
 - a. Unice Salzman P.A. Invoice 87603 (**Andrew Salzman City Attorney, Charles Rudd City Manager**)
 - b. Johnson Jackson PLLC Invoices 15146, 15147 (**Charles Rudd City Manager**)
5. Award File No. 250204-N-PH, Single Source Purchase of Cummins Original Equipment Manufacturer (OEM) Parts and Service (**Bob Robertson Interim Public Works Director, Derrick Harris Fleet Operation Coordinator, Janina Lewis Procurement Services Director**)
6. Award File No. 250196-N-PH, Repair Services for Godwin Pumps (**Bob Robertson Interim Public Works Director, Derrick Harris Fleet Operation Coordinator, Janina Lewis Procurement Services Director**)
7. Special Event: Detour Music Festival (**Bob Robertson Interim Public Works Director**)
8. Award File No. 250213-C-PH, Guardian Fueling Technologies (**Bob Robertson Interim Public Works Director, Derrick Harris Fleet Operation Coordinator, Janina Lewis Procurement Services Director**)
9. Award File No. 250215-N-AS, Bermad Water Control Valves, Parts & Service (**Tom Kiger Public Services Director, LaTishia Smith Assistant Public Services Director, Ray Page Utilities Superintendent, Darryl Vaci Water Division Manager, Janina Lewis Procurement Services Director**)
10. Award File No. 250184-B-PH, Fire Alarm Panel (**Scott Young Fire Chief, Janina Lewis Procurement Services Director**)

11. Increase File No. 250001-N-AS, Single Source Purchase of Mental Health Resources (**Jeff Young Police Chief, Janina Lewis Procurement Services Director**)
12. Award File No. 250212-N-PH, Single Source Purchase of Vactor and Elgin Original Equipment Manufacturer (OEM) Parts and Service (**Bob Robertson Interim Public Works Director, Derrick Harris Fleet Operation Coordinator, Janina Lewis Procurement Services Director**)
13. Award File No. 250061-B-AS, Leak Detection Services (**Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Heather Estright Water Conveyance Supervisor, Janina Lewis Procurement Services Director**)
14. Increase File No. 230183-N-PH, Annual Maintenance and Support Software to CentralSquare Technologies (**Suzanne Linton IT Director, Janina Lewis Procurement Services Director**)
15. High Visibility Enforcement Program Contract Agreement, #G3E95 (**Jeff Young Police Chief, Kevin Smith Code Enforcement Officer, Bob Robertson Interim Public Works Director, P.J. Harbert Grant Project Specialist**)
16. Adoption of the 2025 Urban Forestry Management Plan by the City of Tarpon Springs Board of Commissioners (**Shannon Brewer Municipal Arborist, P.J. Harbert Grant Project Specialist, David Gilson Building Development Director**)
17. Increase File No. 240156-N-PH, Annual Maintenance of PowerDMS HR Policy Application (**Suzanne Linton IT Director, Janina Lewis Procurement Services Director**)
18. Increase File No. 250008-C-PH, Microsoft and Software Licenses, through Sourcewell Cooperative Contract No. 121923-SHI (**Suzanne Linton IT Director, Janina Lewis Procurement Services Director**)
19. Award File No. 250209-N-PH, Single Source Purchase of Ammunitions (**Jeff Young Police Chief, Janina Lewis Procurement Services Director**)

BUSINESS ITEMS

20. Authorize City Manager to Execute Form DR-420, Form DR 420TIF and Form DR 420-MM-P (**Ron Haring Finance Director**) (5 Minutes)
21. Award File No. 250202-C-JL, Job Order Construction Services (JOC) (**Janina Lewis Procurement Services Director**) (5 Minutes)
22. Award File No. 250216-C-JL Ladder Truck (**Scott Young Fire Chief, Janina Lewis Procurement Services Director**) (5 Minutes)
23. Approve (2) Joint Use Agreements with Pinellas County School District (**Tom Kiger Public Services Director, Jamie Taylor Recreation Superintendent**) (5 Minutes)
24. Ratification of Cultural & Civic Services Director (**Tabatha Adkins Human Resources Director**) (5 Minutes)
25. Ratification of Public Works Director (**Tabatha Adkins Human Resources Director**) (5 Minutes)
26. Update on Riverside Courts (**Bob Robertson Interim Public Works Director, Charles Rudd City Manager**) (10 Minutes)
27. Orange Street Reconstruction Project Alternatives (**Bob Robertson Interim Public Works Director & Project Administration Department Director**) (15 Minutes)

ORDINANCES AND RESOLUTIONS

28. **Resolution 2025-50;** Supporting the Mission of the Nonprofit Solar and Energy Loan Fund (SELF) to Benefit City Residents (**Tom Kiger Public Services Director, LaTishia Smith Public Services Assistant Director, Holly Langston Sustainability Coordinator**) (5 Minutes)

BOARD AND STAFF COMMENTS (10 minutes)

ADJOURNMENT (Estimate 8:10 pm)

Certificate of Recognition

City of Tarpon Springs, Florida

Whereas, Mary Mehas Burruss founded the Shepherd Center in Tarpon Springs bringing together the Churches in the Community with a common goal of helping those in need; and

Whereas, Along with her late husband, Herman, they provided the initial and substantial seed money to start the Tarpon Springs Boys and Girls Club; and

Whereas, Mary and Herman donated substantial money and land to the Tarpon Springs Hospital Foundation; and

Whereas, Mary co-founded the Tarpon Springs Meals on Wheels along with her sister Naomi Mehas Patterson; and

Whereas, Mary played an integral part of the founding of the Tarpon Springs Historical Society; and

Whereas, The City of Tarpon Springs wishes to express its gratitude and appreciation to Mary Mehas Burruss for her selfless dedication and valuable contributions to our community; and

Whereas, We are proud to recognize Mary Mehas Burruss for the unwavering commitment to improving the lives of others in Tarpon Springs, demonstrating outstanding citizenship and leaving a lasting positive impact on our community.

Now Therefore, I, John M. Koulianos, by virtue of the authority vested in me as Mayor of Tarpon Springs, Florida, do hereby recognize an outstanding citizen of Tarpon Springs

Mary Mehas Burruss

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 22nd day of July 2025.

City Clerk & Collector

Mayor

Certificate of Recognition

City of Tarpon Springs, Florida

- Whereas* Naomi Mehas Patterson spent her career nursing at AdventHealth North Pinellas Hospital (Helen Ellis Hospital) for 56 years, and provided additional care to residents, going beyond her regular duties by assisting with at-home dressing changes and rides to doctor's appointments; and
- Whereas,* Naomi dedicated years to patient care as a translator, fundraiser and continuous volunteer at the hospital, and was referred by Dr. Fred Roever as "The Mother Teresa of Tarpon Springs"; and
- Whereas,* Naomi was one of the original Founders of the Tarpon Springs Ambulance Service; and
- Whereas,* Naomi served as a Board Member and significant fundraiser for the Tarpon Springs Boys and Girls Club; and
- Whereas,* Naomi co-founded the Shepherd Center and Meals on Wheels in Tarpon Springs along with her sister Mary Mehas Burruss; and
- Whereas,* Naomi was involved in fundraising efforts in the collection of clothing, educational materials, and medical equipment for those in need overseas; and
- Whereas,* The City of Tarpon Springs wishes to express its gratitude and appreciation to Naomi Mehas Patterson for her selfless dedication and valuable contributions to our community; and
- Whereas,* We are proud to recognize Naomi Mehas Patterson for the unwavering commitment to improving the lives of others in Tarpon Springs, demonstrating outstanding citizenship and leaving a lasting positive impact on our community.

Now Therefore, I, John M. Koulianos, by virtue of the authority vested in me as Mayor of Tarpon Springs, Florida, do hereby recognize an outstanding citizen of Tarpon Springs

Naomi Mehas Patterson

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 22nd day of July 2025.

City Clerk & Collector

Mayor

Resolution

2025-49

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 PROFESSOR KEVIN GRASS.

Whereas, PROFESSOR KEVIN GRASS, a native son, esteemed educator, and accomplished artist, who passed away on February 5, 2025, leaving behind a legacy of creativity, compassion, and community service; and

Whereas, PROFESSOR KEVIN GRASS, known for his humility, warmth, and unwavering dedication to the arts, served as a pillar of inspiration to countless students and colleagues during his tenure at St. Petersburg College, where he taught with passion and purpose since 1997; and

Whereas, a proud graduate of his High School and valedictorian of his class in Missouri, Professor Grass pursued excellence in education, earning a full academic scholarship to Washington University in St. Louis and one for his Master of Fine Arts from the University of Georgia, where he met his beloved wife, Michaela; and

Whereas, his artistic talent was evident from an early age and flourished into a nationally recognized career marked by hyper-realistic narrative paintings that explored both personal and societal themes. His works have been exhibited in galleries, public institutions, and private collections across Florida and beyond, including acquisitions by the State of Florida; and

Whereas, his deep connection to Tarpon Springs remained a source of pride and inspiration throughout his life. He often credited the city's rich cultural heritage and natural beauty as foundational to his artistic vision and personal values; and

Whereas, PROFESSOR KEVIN GRASS will be remembered not only for his artistic brilliance but also for his generosity of spirit, his mentorship of young artists, and his tireless commitment to fostering creativity and critical thinking in the classroom and the community.

Now, Therefore, Be It Resolved, the City of Tarpon Springs does hereby recognize and honor the life, work, and enduring impact of PROFESSOR KEVIN GRASS, and extends its deepest condolences to his family, friends, students, and all who were touched by his extraordinary life.

Be It Further Resolved That a copy of this Resolution be spread upon the Minutes of the City Commission, and copies be transmitted to his wife Michaela Oberlaender and his son Nicholas Michael Grass, the State of Florida Archives, and Tarpon Springs Historical Society.

PASSED AND ADOPTED THIS 22ND DAY OF JULY 2025

Commissioner David Banther

Commissioner Frank DiDonato

Attest:

Commissioner Panagiotis Koulias

Vice Mayor Mike Eisner

Irene Jacobs, City Clerk & Collector

Mayor John M. Koulianos

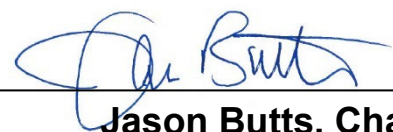
RESOLUTION

- WHEREAS, COSTAS V. “DENO” MOUTSATSAS**, a dedicated Tarpon Springs High School Administrator, St. Petersburg College Academic Advisor, educator, and cherished member of our St. Petersburg College community, passed away peacefully on March 31, 2025; and
- WHEREAS, MR. MOUTSATSOS** devoted his life to the service of others through education, mentorship, and unwavering support for students, colleagues, and the broader community; and
- WHEREAS, MR. MOUTSATSOS’** distinguished 36-year career in the Pinellas County school system, followed by his impactful tenure at St. Petersburg, College Tarpon Springs Campus, exemplified his steadfast commitment to student success, integrity, and the transformative power of education; and
- WHEREAS, MR. MOUTSATSOS** brought to his role at St. Petersburg College a wealth of experience, compassion, and wisdom, guiding countless students with patience, encouragement, and a deep belief in their potential; and
- WHEREAS, WHEREAS MR. MOUTSATSOS’** legacy extends beyond the classroom and advising office. He was a proud veteran of the U.S. Army Reserves, a devoted husband of 54 years, a loving father and grandfather and a man of faith, character, and generosity; and
- WHEREAS, MR. MOUTSATSOS’** life was a testament to the values of service, perseverance, and community. His memory will continue to inspire all who had the privilege of knowing him.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of St. Petersburg College, on behalf of the entire college community, hereby honors the life and legacy of **COSTAS V. “DENO” MOUTSATSOS**, expresses its deepest condolences to his family, and recognizes with gratitude his many years of dedicated service and the lasting impact he made on the lives of students and colleagues alike.

BE IT FURTHER RESOLVED that this resolution be entered into the official records of St. Petersburg College and that a copy be presented to the Moutsatsos family as a token of our respect, admiration, and heartfelt sympathy.

**Board of Trustees
St. Petersburg College**



Jason Butts, Chair



**Tonjua Williams, Secretary
President, St. Petersburg College**

Recommendations to BoC

During the process of the Charter Revision Commission's deliberations, there were items discussed that the commission deemed were not appropriate for a charter change. But the commission felt there were a number of items that would benefit the city for the Board of Commissioners to review. That is the genesis of these recommendations.

- Adopt ordinance for **building height restrictions**. Require height variances approved by Board of Adjustment to also require a *super-majority approval* from Board of Commissioners. Any change of this ordinance requires a super-majority approval from the Board of Commissioners.
- **Maintain the cuts** to provide recreational access to the Anclote River and Gulf of America. This is a charter provision, but it is not planned for in the budget and there is not a published plan for completing this work, even though cut access has degraded significantly and some are no longer providing access.
- **Allow P&Z recommendations to be included on the consent agenda** to address better use of the BoC, P&Z applicants, and staff time.
- The charter revision commission recommends keeping the Civil Service Board in the charter so there is not a perceived loss of employee benefits. However, it is incumbent on the BoC and the city manager to **make all employees aware of the Civil Service Board**. Addressing it as a part of their orientation to employment, when they are learning many other things related to their new employment, is not sufficient to ensure their awareness of this benefit. Appoint and maintain a membership for the Civil Service Board.
- **The city is large enough for a full-time city attorney**. Suggest that one be brought on staff.
- **Provide guidelines from the sustainability committee** to the boards of the City of Tarpon Springs.
- **Improve and expand public outreach to citizens to increase involvement in their city government**. Consider an active recruiting process where critical skills to a board are mapped to citizens and then ask those citizens to serve.
- **Require the city to maintain CLG status and follow the National Historic guidelines for our local and national historic districts**.
- **Repair the sidewalks**. Budget for this. Set up a plan for repair and for future funding.
- **Revitalize the Marine Commerce Committee**. Recommend that this be adopted as an ordinance. (The enclosed Marine Commerce Committee Summary is intended to capture our thoughts for your information.)

Marine Commerce Committee Summary

Suggested preamble:

To the extent that boating, sponging, fishing, shrimping, and all marine commerce industries are so vital to the livelihood of Tarpon Springs, and economic benefits, it is requested that the City of Tarpon Springs Board of Commissioners

- a. Adopt a Marine Commerce Committee as ordinance
- b. Discuss the possibility of appointing a port authority for the Anclote River

Scope

Access from Alt 19 to the Gulf along the Anclote River (and tributaries?)

Expand focus beyond waterway/dredging

1. Investigate establishing a Harbor Master for the Anclote River
2. Public access to waterways
3. Consider all matters that pertain to the economic impact to the city from the Anclote River and its access to the Gulf of America.
4. Consider ways to protect our manatee population.
5. Provide alternate boat launch locations and increase the number of boat ramps for motorized watercraft.
6. Provide trailer parking access.

Support dredging – this is an ongoing process. Once done, you have to start the process all over again

Plan cut maintenance

Address commercial needs

Make solid recommendations recognizing that staff and BoC are busy

Have people who make their livelihood from the marine commerce industry represented on the committee

**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
July 01, 2025
Account No: 1924-0000M
Invoice No: 87603

Attn: Charles Rudd

City of Tarpon Springs/General



			<u>Description</u>	Hours	
06/02/2025	AJS	Prepare for and attend Heritage Preservation Meeting.		1.40	315.00
06/03/2025	AJS	Attend office hours.		3.50	787.50
06/05/2025	AJS	Review correspondence from Patty Hall; Review and analysis of Fire Equipment document; Prepare e-mail to Patty Hall; Review correspondence from and prepare an e-mail to Deputy City Clerk regarding Code Enforcement; Review filings regarding litigation; Review correspondence from Anela Saday; Review and analysis regarding Single Source Contract for Plant Switchgear upgrade; Prepare e-mail to Anela Saday.		2.50	562.50
	AJS	Review correspondence from Anela Saday; Review and analysis of Well Maintenance documents; Prepare e-mail to Anela Saday; Review correspondence from Anela Saday; Review and analysis of Award documents regarding Community Center signs; Prepare e-mail to Anela Saday; Review correspondence from Patty Hall; Review and analysis of Shade Sail documents; Prepare e-mail to Patty Hall.		3.30	742.50
06/06/2025	AJS	Review correspondence from Anela Saday; Review and analysis of Entellisys Switchgear Upgrades; Prepare e-mail to Anela Saday; Telephone conference with Attorney Grumman regarding utility lien.		1.00	225.00
06/10/2025	AJS	Prepare for and attend Office hours; Prepare for and attend Board Meeting.		7.50	1,687.50
06/11/2025	AJS	Review correspondence from City Clerk regarding Election issue; Conference with Mayor Koulianos regarding several issues.		0.50	112.50
06/12/2025	AJS	Prepare for and attend Code Enforcement Board Meeting; Review correspondence regarding a Workers' Compensation claim; Review correspondence from Brian Aungst; Review correspondence from Pat McNeese regarding re-zoning.		1.50	337.50
06/13/2025	AJS	Review correspondence from Patty Hall; Analysis of Park Pavilions Agreement; Prepare e-mail to Patty Hall; Review correspondence from Jamie Taylor; Analysis of Joint Use Agreement; Prepare e-mail to Jamie Taylor;			

			Hours	
		Review correspondence from Diane Wood; Review and analysis of Release; Prepare e-mail to Diane Wood; Review correspondence from Holly Langston; Review and analysis of Lighting Agreement; Prepare e-mail to Holly Langston; Review Timm Group documents; Prepare correspondence to Attorney Kouskoutis.	3.80	855.00
06/16/2025	AJS	Review and revise Boys Club Agreement; Review correspondence from and prepare an email to City Manager; Prepare e-mail to Attorney Carothers; Review correspondence from Major Crawford; Analysis of same; Prepare e-mail to Major Crawford regarding Permit Fees; Review correspondence from and prepare an email to Attorney Grumman regarding fine reduction; Review Charter Review documents regarding upcoming meeting with Charter Review Commission.	2.30	517.50
06/17/2025	AJS	Prepare for and attend Office Hours.	3.00	675.00
06/18/2025	AJS	Review correspondence regarding Mendoza and Williamson litigation; Review correspondence regarding Young litigation; Review correspondence from Patty Hall; Review and analysis of Palm Tree Planting Bid documents; Prepare e-mail to Patty Hall; Review Complaint regarding verbiage.	3.70	832.50
06/19/2025	AJS	Review correspondence from Clay Gilman regarding Rezoning request; Review correspondence from Pat McNeese regarding same; Review correspondence from Anela Saday; Review and analysis of documents regarding Bid for Aeration Basin; Prepare e-mail to Anela Saday.	1.40	315.00
	AJS	Review correspondence from Patty Hall; Review and analysis of Motorola Radio Equipment documents; Prepare e-mail to Patty Hall; Review correspondence from Patty Hall; Review and analysis of LEW Electrical Services documents; Prepare e-mail to Patty Hall; Review correspondence from Patty Hall; Review and analysis of Police Department vehicle/vessel documentation; Prepare e-mail to Patty Hall; Review documentation regarding workers' compensation claim; Review correspondence from Attorney Robinson regarding litigation status.	3.20	720.00
06/20/2025	AJS	Review correspondence from Anela Saday; Review and analysis of Leak Detection Bid documents; Prepare e-mail to Anela Saday; Review correspondence from Deputy City Clerk regarding Abatement; Review correspondence from PJ Harbert; Review and analysis of FDACS contract; Prepare e-mail to PJ Harbert.	3.20	720.00
06/23/2025	AJS	Review correspondence from and telephone call with Casey Johnson; Conference with State Attorney's office regarding return of property; Review correspondence from and prepare an email to Janina Lewis regarding procedure.	0.70	157.50
06/24/2025	AJS	Attend office hours; Review correspondence from City Clerk regarding Charter Meeting; Review correspondence from Attorney Aungst regarding re-zoning; Review correspondence from Florida League regarding litigation; Review correspondence from Chief Mathis regarding parking issue; Prepare for and attend Board Meeting; Review Filings regarding Rasmussen.	8.40	1,890.00

City of Tarpon Springs

City of Tarpon Springs/General

Page: 3
 July 01, 2025
 Account No: 1924-0000M
 Invoice No: 87603

			Hours	
06/25/2025	EBE	Prepare for and attend Tarpon Springs Board of Adjustment meeting.	2.60	416.00
	AJS	Review correspondence from and prepare an email to Attorney Grumman regarding lien reduction; Review correspondence from Chief Young regarding lien reduction; Prepare Hold Harmless Agreement; Telephone conference with Bob Robertson; Review correspondence from Janina Lewis regarding Bid.	2.50	562.50
06/26/2025	AJS	Review correspondence from Anela Saday; Analysis of Waste Removal documents; Prepare e-mail to Anela Saday; Review correspondence from Duane Draper regarding Master Lease Agreement; Review documents from Chief Young regarding lien reduction; Review correspondence regarding workers' compensation case.	2.20	495.00
06/27/2025	AJS	Review correspondence from Anela Saday; Review and analysis of Catalis Payments, LLC., documents; Prepare e-mail to Anela Saday.	0.50	112.50
	AJS	Review correspondence from Jay Glover regarding Master Lease Agreement; Analysis of same; Review correspondence from Anela Saday; Review and analysis of Rebid documents regarding Aeration Basin; Prepare e-mail to Anela Saday; Review correspondence from Patricia Burke regarding Florida League; Prepare for and attend Charter Commission Meeting; Review Equipment Schedule regarding Master Lease.	3.30	742.50
	AJS	Prepare Memorandum to Deputy City Clerk regarding Utility lien request.	0.50	112.50
06/30/2025	AJS	Review correspondence from Patty Hall; Review and analysis of Video Surveillance System; Prepare e-mail to Patty Hall regarding same; Review workers' compensation claim.	1.00	225.00
	AJS	Telephone conference with Attorney Aungst regarding Planning and Zoning.	0.30	67.50
		For Current Services Rendered	63.80	14,186.00
		Total Current Work		14,186.00
		Balance Due		<u>\$14,186.00</u>

INVOICE

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

Invoice #: 15146
Date: 07-09-2025
Due On: 08-08-2025

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
06-02-25	EGJ	Phone conference with Chief Jeff Young; review email from Chief Young to Sasha Lohn	0.30	225.00	\$67.50
06-02-25	EGJ	Exchange correspondence with Tabatha Adkins regarding grants awards	0.10	225.00	\$22.50
06-02-25	EGJ	Prepare correspondence to Charles Rudd regarding Rules and Policies	0.30	225.00	\$67.50
06-03-25	EGJ	Phone conference with Commission on Ethics regarding meeting regarding Building Department	0.50	225.00	\$112.50
06-11-25	EGJ	Phone conference with Chief Jeff Young regarding labor matter	0.20	225.00	\$45.00
06-17-25	EGJ	Review correspondence from Tabatha Adkins regarding Fair Credit Reporting Act and required disclosures	0.10	225.00	\$22.50
06-17-25	MH M	Review Pre-Adverse Action Notice for FCRA Compliance.	0.50	225.00	\$112.50
06-18-25	MVB	Prepare sample pre-disciplinary hearing form letter and election of rights letter.	1.50	225.00	\$337.50
06-18-25	MVB	Prepare form FCRA post-adverse action letter for City of Tarpon Springs.	1.00	225.00	\$225.00
06-20-25	EGJ	Exchange correspondence with Tabatha Admins regarding Adverse Action Notification letter	0.20	225.00	\$45.00
06-24-25	EGJ	Attend meeting with Charles Rudd and Tabatha Adkins regarding supervisory training topics	0.40	225.00	\$90.00

06-27-25	EGJ	Review correspondence from Tabatha Adkins regarding new hire physicals; review and analyze Rule 19 Medical Examinations to prepare for call with Tabatha Adkins regarding potential changes	0.30	225.00	\$67.50
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Services Subtotal: \$1,215.00

Expenses

06-30-25	6/30 - Westlaw Research	1.00	45.17	\$45.17
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Expenses Subtotal: \$45.17

Subtotal:	\$1,260.17
Total Invoice Due:	\$1,260.17
Payment	\$0.00

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

INVOICE

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

Invoice #: 15147
Date: 07-09-2025
Due On: 08-08-2025

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

Matter Number:0010.0020 City of Tarpon Springs/



Services

Date	TK	Description	Hours	Rate	Total
06-16-25	EGJ	Review and analyze Complaint; review position statement	0.40	225.00	\$90.00
06-16-25	EGJ	Exchange emails with Tabatha Adkins and Charles Rudd regarding new Complaint	0.10	225.00	\$22.50
06-18-25	MVB	Prepare for meeting by reviewing documents and memorandum related to the matter.	1.00	225.00	\$225.00
06-18-25	EGJ	Review Paul Smith investigation report; review Paul Smith's notes; prepare correspondence to Tabatha Adkins and Charles Rudd regarding same to provide to attorneys assigned to defend Complaint	0.40	225.00	\$90.00
06-18-25	EGJ	Prepare correspondence to Tabatha Adkins regarding Pre-Disciplinary Hearing letter and Election of Rights	0.20	225.00	\$45.00
06-18-25	EGJ	Prepare correspondence to Tabatha Adkins regarding Fair Credit Reporting Act	0.10	225.00	\$22.50
06-18-25	EGJ	Phone conference with Tabatha Adkins and City Manager Rudd regarding Charge of Discrimination	1.00	225.00	\$225.00
06-18-25	MVB	Review investigative interview notes and memorandum prepared by Paul Smith regarding former employee.	0.50	225.00	\$112.50
06-20-25	EGJ	Review correspondence from Tabatha Adkins regarding service of Complaint; review correspondence from Tabatha Admins to attorneys from Dean, Ringers	0.10	225.00	\$22.50

Services Subtotal: \$855.00

Subtotal:	\$855.00
Total Invoice Due:	\$855.00
Payment	\$0.00

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



Memorandum

Date: July 22, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 250204-N-PH, Single Source Purchase of Cummins Original Equipment Manufacturer (OEM) Parts and Service (**Bob Robertson Interim Public Works Director, Derrick Harris Fleet Operation Coordinator, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 250204-N-PH, Single Source Purchase of Cummins Original Equipment Manufacturer (OEM) Parts and Service to Cummins Power South, LLC in an estimated annual amount of \$75,000.00 for the period of July 26, 2025 through July 25, 2026 for the Public Works Department – Fleet Maintenance.

Background

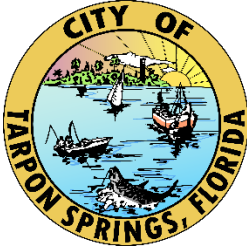
This contract is to provide OEM parts and service for the City's Cummins powered vehicles and equipment which are used city-wide. Cummins Power South, LLC is the sole provider of Cummins products for engines, parts and service throughout the State of Florida, utilizing proprietary tools and software. A single source notification was posted on the City's bidding website, Bonfire, and the Procurement Services Department received no challenges to this notification. Approximately \$30,000.00 has been expended during the previous twelve (12) months.

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: Bob Robertson, Interim Public Works Director

From: Derrick Harris, Fleet Operation Coordinator

Date: July 1, 2025

Re: Authorize File No. 250204-N-PH, Single source purchases of Cummins OEM Equipment, Parts, and Service with Cummins Power South LLC.

Recommendation:

Authorize single source Contract File No. 250204-N-PH, with Cummins Power South LLC, effective July 26, 2025, through July 25, 2026, in an estimated annual amount of \$75,000, for the Public Works Department- Fleet Maintenance Division (Fleet).

Background:

Authorization of this contract will allow Fleet to make as needed purchases of Cummins OEM equipment, parts and service required to maintain the City's Cummins powered vehicles and equipment which are used by the Public Services & Public Works Departments. Cummins Power South is the sole authorized OEM parts and service provider in the Tampa Bay Area.

Funding:

Funding will be determined as orders are placed.



5910 E. Hillsborough Ave
Tampa, FL 33610

813-664-5850
Fax 813-628-4183

1/2/2025

Re: Sole Source Letter

To whom it may concern.

Cummins Inc. is the sole manufacturer of Cummins products for engines, power generation equipment, and parts throughout North America. This letter serves as notification that Cummins Inc. dba Cummins Sales and Service ("Cummins Sales and Service") is a factory authorized provider of Cummins products and services, including but not limited to transit parts and services, and warranty services, for Cummins Power Generation Products throughout North America. Cummins Sales and Service is also the only factory authorized provider able to authorize other entities as service provider locations and/or dealer locations. Cummins Sales and Service delivers genuine Cummins and Onan parts for Cummins branded Diesel and LNG/CNG engines, Onan diesel and gas generators, and Onan Automatic Transfer Switches and Switchgear.

Cummins Inc. uses proprietary tools and software to diagnose and repair Cummins products, which are exclusive to factory authorized repair locations. Cummins Sales and Service is the only service provider with the necessary programming and troubleshooting software capabilities for Cummins Power Products. Technicians are factory trained and qualified to work on all mid-range, heavy duty, High Horsepower and LNG Cummins engines as well as Power Generation equipment.

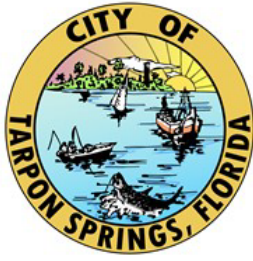
Please do not hesitate to call with any questions.

We appreciate your business.

Regards,

A handwritten signature in black ink, appearing to read 'Brian Kolessar', written over the printed name.

Brian (Butch) Kolessar
General Manager



CITY OF TARPON SPRINGS, FL

Procurement Services

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

NOTICE OF INTENT TO SINGLE SOURCE

FILE NUMBER: 250204-N-PH

OEM Cummins Parts and Service

The City of Tarpon Springs intends to recommend the award of a single source purchase agreement for an Estimated Annual Amount of \$75,000.00 to Cummins Power South, LLC for OEM Cummins Parts and Services.

Contractors who believe they can meet or exceed the above stated requirement must provide convincing technical data sufficient to support their position. The City of Tarpon Springs Procurement Services office must receive replies to this notice not later than close of business on July 8, 2025. After this date, an award will be made. Responses to this notice will be used to determine whether bona fide competition exists.

Send written responses to City of Tarpon Springs Procurement Services, 324 E. Pine St., Tarpon Springs, Florida, 34689, Attention Patty Hall, CPPB, Senior Procurement Analyst, or email to phall@ctsfl.us. For further information call (727) 943-4870.



Memorandum

Date: July 22, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 250196-N-PH, Repair Services for Godwin Pumps (**Bob Robertson Interim Public Works Director, Derrick Harris Fleet Operation Coordinator, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 250196-N-PH, Single Source Purchase for the repair of Godwin pumps to Xylem Dewatering Solutions, Inc. in an estimated annual amount of \$30,000.00 for the period of July 22, 2025 through July 21, 2026 for the Public Works Department – Fleet Maintenance.

Background

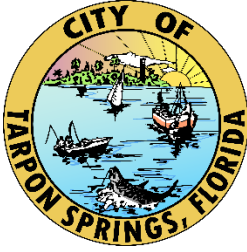
The purpose of this contract is to provide repair parts and services for approximately 20 Godwin pumps (see attached memo). Xylem Dewatering Solutions is the sole authorized dealer for Godwin Pumps OEM equipment, parts and service in the Tampa Bay area. A single source notification was posted on the City's bidding website, Bonfire, and the Procurement Services Department received no challenges to this notification.

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: Bob Robertson, Interim Public Works Director

A handwritten signature in blue ink, likely belonging to Bob Robertson, is written over the "Through:" line.

From: Derrick Harris, Fleet Operation Coordinator

Date: July 2, 2025

Re: Authorize File No. 250196-N-PH, Single source Purchases of Godwin Pumps OEM Equipment, Parts, and Service with Xylem Dewatering Solutions.

Recommendation:

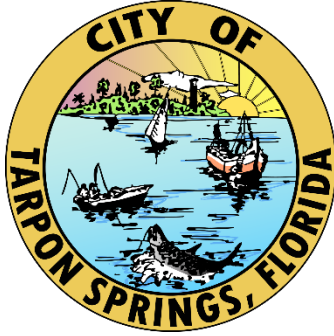
Authorize single source Contract File No. 250196-N-PH, with Xylem Dewatering Solutions, effective July 22, 2025, through July 21, 2026, in an estimated annual amount of \$30,000, for the Public Works Department- Fleet Maintenance Division (Fleet).

Background:

The City currently owns and operates approximately 20 units of Godwin Pumps brand equipment. Proper maintenance of this equipment is essential to Public Works' and Public Services operations and longevity of the equipment's lifespan. Xylem Dewatering Solutions is the sole authorized dealer for Godwin Pumps OEM equipment, parts and service in the Tampa Bay area. Authorization of this contract will allow Fleet to make as needed purchases of Godwin Pumps OEM equipment, parts and services required to maintain the City's equipment.

Funding:

Funding will be determined as orders are placed.



CITY OF TARPON SPRINGS, FL

Procurement Services

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

NOTICE OF INTENT TO SINGLE SOURCE

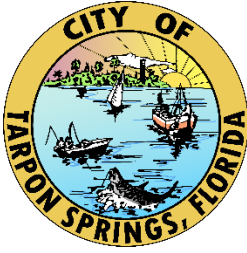
FILE NUMBER: 250196-N-PH

Repair Services for Godwin Pumps

The City of Tarpon Springs intends to recommend the award of a single source purchase agreement for an Estimated Annual Amount of \$30,000.00 to Xylem Dewatering Solutions, Inc.

Vendors who believe they can meet or exceed the above stated requirement must provide convincing technical data sufficient to support their position. The City of Tarpon Springs Procurement Services office must receive replies to this notice not later than close of business on June 27, 2025. After this date, an award will be made. Responses to this notice will be used to determine whether bona fide competition exists.

Send written responses via Bonfire, to City of Tarpon Springs Procurement Services, 324 E. Pine St., Tarpon Springs, Florida, 34689, Attention Patty Hall, CPPB, Senior Procurement Analyst, or email to phall@ctsfl.us. For further information call (727) 943-4870.



Public Works Department Office of the Director

Bob Robertson P.E. Interim
Public Works Director

To: Mayor and Board of Commissioners

From: Bob Robertson, P.E. Interim Public Works Director

Date: July 22, 2025

Subject: Special Event – Tarpon Springs Downtown Music Festival
July 26, 2025.

Recommendation:

That the Mayor and Board of Commissioners approve the Special Event, Tarpon Springs Downtown Music Festival on July 26, 2025.

The purpose of this event is to raise money for the Downtown District Main Street Program and to drive foot traffic into downtown Tarpon Springs to help merchants with a tough July due to road closures and detours in these areas.

Background:

This event has been approved by the Special Events Review Committee after a joint meeting between City Leaders and Sponsor.

Area homes and businesses have been notified by the event sponsor; Fire and the Police Department are aware and in agreeance with this.

It is understood that in order for the Sponsor to receive a permit to proceed, he/she must comply with the following:

- Payment of fees and deposit.
- A Certificate of Insurance in the amount of \$1,000,000 naming the City as an “additional insured”.

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: 7/15/2025

Name of Event: Tarpon Springs Downtown Detour Music Festival

Date(s) of Event: Saturday, July 26th

Alternate Date(s): N/A

Hours of Event: Noon – 9pm

Set up/break down time needed: 2 hours on each side

Type/Purpose of Event: Music Festival to raise money for the Downtown District Main Street Program and to drive foot traffic into downtown Tarpon Springs to help merchants with a tough July

Location of Event (include map for parade/procession routes with assembly and disband points): _____

Tarpon Ave Between Grosse and Ring

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

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

Other: _____

Disposition of Proceeds: _____

Applicant Information:

Name of Organization: Tarpon Springs Downtown District, Inc.

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

Organizations Address: 155 E. Tarpon Ave., Suite 4, Tarpon Springs, FL 34689

Individual to Contact: Christy Howard

(Telephone #) 727-688-4612 (email) christy@thehealinghedgewitch.com

Alternative Contact: _____

(Telephone #) _____ (email) _____

General Information:

Number of Vendors: Only beer tents & information booth (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): NA

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

Location for Attendee Parking: Public parking

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: 8 hours Band: ☒ DJ: ☐ or
Other: _____
Type & Location of Toilet Facilities: 4-6 Portalet units
Tent or Other Structure: Yes ☒ No ☐ Type of Structure: Tent/Stage
How will Structure be Secured: Sandbag anchors and cement buckets
Solid Waste Collection/Disposal: Yes ☒ No ☐ Dumpster: ☐ Rolloff: ☒ Other: Cans
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: Beer/Seltzer

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: TBD – police recommendation
Cones: ☒ How many: TBD – police recommendation
Portable Stage: ☒ Location: Tarpon Ave
Electricity Needed: ☒ Where: Tarpon Ave
Public Restrooms: ☐ Hours of Opening/Closing: NA – keep typical hours open
Street Banners: ☐ Location: _____
Electric Message Board: ☒ Add event to the board usually used by others?
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:

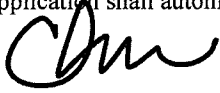
Yes ☒ No ☐ N/A ☐

If not, when will it be sent: _____

Is the Certificate of Insurance Attached: Yes ☐ No ☒ If not, when will it be sent: 7/18/2025

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.



Signature of Applicant

7/17/2025

Date



TARPON SPRINGS POLICE DEPARTMENT

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

Tarpon Springs Police Extra Duty Detail Application Rules

Thank you for inquiring about the availability of off-duty officers for security services or other related functions. In compliance with Tarpon Springs Police Department General Order #122, this application is required to engage the extra-duty services of police officers for public safety, health and welfare services in addition to those already provided to the public. It is understood that this is a non-binding agreement. The Police Department may cancel this request without advance notice or cause at any time. The Tarpon Springs Police Department will attempt to place officers during the requested dates and hours. Because of emergencies, inability to find an Officer to work this detail or other unforeseen circumstances, this request may not be filled when requested. The Tarpon Springs Police Department will not permit an Officer to work an assignment that is deemed as a conflict of interest.

The following represents the hourly rate associated with this service, beginning October 1, 2022

Fees

\$50.00 (per hour) Regular	\$60.00 per hour for requests received within 72 hours of the date of the event	\$60.00(per hour) Premium
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There is a three (3) hour minimum on all off-duty employment.

In accordance with the current collective bargaining agreement between the City of Tarpon Springs and the Pinellas County Police Benevolent Association Inc., the following holidays will be charged at a Premium rate:

Thanksgiving Day
Christmas Eve Day (December 24)
Christmas Day (December 25) New
Years Eve (December 31) New Years
Day (January 1)

Cancellations

Job cancellations must be made at least two (2) hours prior to the scheduled starting time of the detail (with exception of a natural disaster) and must be called in to the Patrol Supervisor at 727-938-2849.

The (3) hour minimum shall apply to cancellations not meeting this requirement. If the time worked is greater than half the assigned time, the officer will be paid for the full time of the assignment scheduled.

Applicant's signature of understanding



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

"A Full Service Accredited Law Enforcement Agency"





TARPON SPRINGS POLICE DEPARTMENT

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

Payment

Invoices for services rendered for off-duty work will be sent to the vendor after the event has occurred, unless otherwise specified. All compensation due for services performed by Tarpon Springs Police personnel will be paid by Cash, Check or Money Order only to:

The City of Tarpon Springs Attn. Collections
P.O. Box 5004
Tarpon Springs, FL. 34688-5004 (727)942-5612

Officers are prohibited from accepting cash and/or check payments. Any employer failing to meet this deadline may be refused further details.

At large events, the hiring entity shall be required to employ a sufficient number of officers to ensure safe and efficient law enforcement coverage, as determined by the Operations Major or his/her designee. The special detail coordinator shall make a minimum manpower requirement determination to ensure proper security and safety of agency members and the community. The Operations Major or his/her designee shall determine appropriate manpower allocation for all events where alcohol is served. For events that require five or more officers, it will be required to have one supervisor for every five officers needed.

If the event becomes larger than expected or stated, then the on-duty officer or supervisor may request the event is terminated early for safety reasons, or at the approval of the applicant call more officers in to assist.

**Contact the Special Events Coordinator Major John Gibson for additional information:
Office Phone number: 727-938-2849 ext. 1670 or by e-mail JGIBSON@TSPD.US**

A handwritten signature in black ink, appearing to be "Cm", written over a horizontal line.

Applicant's signature of understanding



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

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TARPON SPRINGS POLICE DEPARTMENT

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

Extra Duty Detail Application

Business Name: Tarpon Springs Downtown District, Inc. Phone Number: 727-688-4612

Address of event: 300 Block Tarpon Ave - between Ring & Grosse

Applicant Name: Christine Howard Phone Number: 727-688-4612

Applicant's Address: 155 E. Tarpon Ave., Suite 4, Tarpon Springs, FL 34689

Applicant's Date of birth: 02/04/1971 Email address: tarponspringsdowntowndistrict.com

Applicant's Driver's License Number: H630-112-71-544-0 State: FL

Contact Person at the event: Christy Howard

Type of event: Music Festival

Will alcohol be served at the event? ☒ YES ☐ NO Number of expected Participants: 500 total through the day

Requested Officer Duties(please be specific):
3 officers total throughout the day

How Many Officers do you require: 3 Police Vehicle Required: ☒ YES ☐ NO

Starting Date: 7/26/25 Ending Date: 7/26/25 Starting Time: 12:30pm Ending Time: 9:30pm

Buy signing this form, I agree that, I have read and understand the entire agreement and agree to pay for the services render, which are in writing or are verbally agreed upon in an emergency situation to prevent shutting down the event if it becomes too large.

CDM
Applicant's signature of understanding

Approved
or
Denied by: _____ Date: _____



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

WWW.TSPD.US

"A Full Service Accredited Law Enforcement Agency"



STAGE

SOUND

DETOUR
FEST



PORTA
POTTY'S

BEER

BEER

BEER

MEDICAL

CASHIER

CASHIER

RING ST



Memorandum

Date: July 22, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 250213-C-PH, Guardian Fueling Technologies (**Bob Robertson Interim Public Works Director, Derrick Harris Fleet Operation Coordinator, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 250213-C-PH, Above Ground Fuel and Fluid Storage with Related Hardware, Software, and Services to Guardian Fueling Technologies, an authorized dealer and partner of Syn-Tech Systems, Inc., utilizing the Sourcewell Contract No. 081524, in an estimated annual amount of \$30,000.00 for the period of August 5, 2025 through August 4, 2026 for the Public Works Department – Fleet Maintenance.

Background

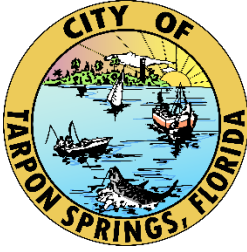
The purpose of this contract is to provide repairs and maintenance of the City's fuel pumps, fuel tanks, and fuel management system. Guardian also performs the annual operability test of the City's fuel tanks and fuel pumps as required by the Florida Department of Environmental Protection (see attached memo). Guardian Fueling Technologies is the authorized dealer for Syn-Tech Systems, which was awarded a contract through Sourcewell. All Sourcewell contracts have been awarded by virtue of a competitive public process. Sourcewell awards all contracts which can then be made available to local governments.

Funding

Funding is available in account 505-4107-590.52-11.

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: Bob Robertson, Interim Public Works Director

From: Derrick Harris, Fleet Operation Coordinator

Date: July 3, 2025

Re: Authorize File No. 250213-C-PH, Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services.

Recommendation:

Authorize File No. 250213-C-PH, Aboveground Fuel and Fluid Storage with Related Hardware, Software, and services utilizing Sourcewell Contract No. 081524 with Guardian Fueling Technologies through Syn-Tech Systems. Effective August 5, 2025, through August 4, 2026, in an estimated annual amount of \$30,000, for the Public Works Department- Fleet Maintenance Division (Fleet).

Background:

Guardian Fueling Technologies is used for repairs and maintenance of the City's fuel pumps, fuel tanks, and fuel management system (FMLive). Guardian also performs the annual operability test of the City's fuel tanks and fuel pumps required by the Florida Department of Environmental Protection. Authorization of this contract will allow Fleet to purchase as needed parts for the fuel pumps, and any repairs needed to keep the fuel pumps operational.

Funding:

Funding will come from account #505-4107-590.52-11.



MASTER AGREEMENT #081524

CATEGORY: Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services

SUPPLIER: Syn-Tech Systems, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Syn-Tech Systems, Inc., 100 Four Points Way, Tallahassee, FL 32305 (Supplier).

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

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

**Article 1:
General Terms**

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

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

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

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 18, 2028, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP 081524 to Participating Entities. In Scope solutions include: Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services including, but not limited to:
 - A. Aboveground Storage Tanks (AST's) for fuels, fluids, and gases, including gasoline, diesel, AVGAS, Jet fuel, Diesel Exhaust Fluid (DEF), bulk lubricants, propane, natural gas, and used fluids;
 - B. Mobile fuel, fluid, and gas storage solutions;
 - C. Hardware related to the aboveground storage tanks and mobile storage solutions described in subsections 1. a. and b. above, including pedestals, gauges, access or security hardware, monitoring equipment and devices, RFID solutions, dispensers, and accessories;
 - D. Fuel and fluid management software related to the aboveground storage tanks and mobile storage solutions described in subsections 1. a. - c. above. However, this solicitation should NOT be construed to include "software-only" solutions. Proposers may include related fuel and fluid management software to the extent that the solutions are complementary to the offering of the equipment and products being proposed; and,
 - E. Services related to the solutions described in subsections 1.a. – d. above, including design, site assessment, site preparation, installation, monitoring or testing, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R. § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or

conditions. Within this Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

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

contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further

certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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

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

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

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person

authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
 - e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

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

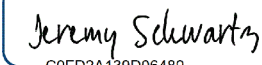
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

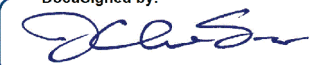
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

081524-SYS

Sourcewell

Syn-Tech Systems, Inc.

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/20/2024 | 11:22 AM CST

DocuSigned by:

AB55BF7F027D4AF...
By: _____
Chad Smith
Title: Director of Purchasing
Date: 11/20/2024 | 11:12 AM CST

RFP 081524 - Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services

Vendor Details

Company Name: SYN-TECH SYSTEMS, INC

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

Address: 100 Four Points Way
Tallahassee
Tallahassee, Florida 32305

Contact: Sara Halpin

Email: Sara.halpin@myfuelmaster.com

Phone: 800-888-9136 1340

Fax: 800-888-9136

HST#:

Submission Details

Created On: Tuesday July 16, 2024 09:10:05

Submitted On: Thursday August 15, 2024 12:12:31

Submitted By: Shane Smith

Email: Shane.Smith@myfuelmaster.com

Transaction #: 85dfdefa-0970-4eb1-b25a-2944f1187485

Submitter's IP Address: 63.148.217.19

Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Syn-Tech Systems, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	56672	*
5	Provide your NAICS code applicable to Solutions proposed.	334514	
6	Proposer Physical Address:	100 Four Points Way Tallahassee, FL 32305	*
7	Proposer website address (or addresses):	www.myfuelmaster.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	D. Shane Smith Vice President, Sales & Marketing shane.smith@myfuelmaster.com 850-878-2558 x1003	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sara Dunlap Fletcher Marketing/Operations Manager sara.dunlap@myfuelmaster.com 850-878-2558 x1311	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Dave Landoch Regional Sales Director Dave.Landoch@myfuelmaster.com 303-345-3046	

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

Line Item	Question	Response *	
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Syn-Tech Systems (STS) was formed in 1989 to purchase its predecessor company HCI Inc. which had pioneered the deployment of the Automated Fuels Accounting System for the U.S. Air Force beginning in 1979. Its overwhelming success led to entry into the commercial market in 1987 by successfully responding to an RFP issued by North Carolina DOT. Today the company supplies 28 State DOT's among its 9,000 customers. Its reputation as the premier supplier in its market segment is evidenced by its ability to acquire, maintain, and satisfy its customers over many decades. The achievements of Syntech and its success in its market space is fostered by SEVEN core values listed in the EMPLOYEE HANDBOOK. A brief explanation of each is as follows: 1. The company exists to SERVE its customers exceptional value and if successful entitled to a REASONABLE (not excessive) profit. 2. The company is based around successful LONG-TERM relationships with its customers. 3. The company is based around successful LONG-TERM relationships with its employees, vendors, and professionals. 4. All personnel must understand the value of HONEST and ETHICAL dealings with all entities and the need to establish and maintain TRUST in all relationships. 5. The company strives for long-term financial stability but must effectively manage itself such that ANNUAL FINANCIAL LOSSES are not incurred. (Income Statement) 6. The company must maintain a strong FINANCIAL CONDITION such that it can overcome unexpected financial stress. (Balance Sheet) (COVID-19 example) 7. The company and all its employees, agents, and associates understand the destructive nature of ARROGANCE/SELF IMPORTANCE and the effort to recognize and eliminate this behavior.	*
12	What are your company's expectations in the event of an award?	Syntech (STS) was first awarded a National Joint Powers Alliance (NJPA) contract in 2011 and has been extraordinarily successful in serving the Sourcewell Governmental client base. This success is reflected in the following statistics: 1. Since its inception in 2011 STS has delivered over \$20 million in goods & services to Sourcewell member agencies through over 3,500 transactions. 2. STS estimates the above include approximately 700 individual Sourcewell end-users with this increasing by about 130-150 per year. 3. With a customer base of over 9,000, many of which are member agencies, the potential to assist them with acquiring the latest technology (FMLive) is substantial.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION	Syntech has had outstanding operational and financial success through its 30 years of existence. This is demonstrated by the following facts: • The company has never incurred an annual financial loss in its 30 year history. • The company enjoys a very high credit rating score (either a AAAA1 or AAAA2) as rated by Dun & Bradstreet • The company has over 9,000 current customers and has installed over 22,000+ Island Computer Systems. • The company has an independent audit performed by PricewaterhouseCoopers for 30 consecutive years with no audit qualifications. • The company has accumulated net worth of \$19,821,789 thru 12/31/2023, and has extinguished all long-term debt.	*
14	What is your US market share for the solutions that you are proposing?	In the Fuel Island Controller space, Syntech maintains a market penetration of ~35%. In the Passive Island Controller Systems (AIM) this is estimated to be ~76% and among Real Time Cloud Support is believed to be over 80%.	*
15	What is your Canadian market share for the solutions that you are proposing?	In the Fuel Island Controller space, Syntech maintains a market penetration of ~22%. In the Passive Island Control Systems (AIM) this is estimated to be ~40%.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Syntech has never petitioned for bankruptcy protection.	*

17	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?	Syntech is best described as an Engineering Development & manufacturing enterprise. Syntech is unique to its market segment by employing a large direct sales force to assist distributors and accurately communicate directly with end users of our products. Due to the highly technical nature of the products, this results in a much better customer understanding of the products and their benefits, and how to be successful using them. This approach consistently leads to an exceedingly high Customer Satisfaction Index of around 95%, which has been measured for twenty-two consecutive years using the same survey methodology. See attached "2024 SALES MAP with Canada" document for a complete breakout of sales regions across the United States and Canada. In addition to our internal sales force, Syntech has cultivated a network of over 500 active distributors. These distributors are system installation, repair and maintenance companies who have been factory certified to work on FuelMaster equipment, to include fuel management systems, Fuel Management Units (FMU), AIM systems and read/write key devices and associated systems or units. As members of the Petroleum Equipment Institute (PEI) these distributors have on-staff personnel who are certified to install, maintain and repair bulk fuel level monitoring systems or Automated Tank Gauges (ATG) systems, fuel pumps/dispensers (to include hoses and nozzles), electrical/mechanical systems, information technology systems, environmental compliance systems and to perform project/program management in their geographic areas of operation. Syntech employs these local area FuelMaster certified distributors to render expertise in the aforementioned areas of knowledge to provide installation services and to provide rapid response to maintenance and repair needs reducing cost to the customer. Our Internal sales force are all Direct Syntech Employees, and the distributor network are independent companies that sell our products and services.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Syntech maintains safety certifications, ensuring our products are safe to operate within a hazardous fueling zone. Additionally, our products which emit a wireless signal are certified for Electromagnetic Interference and Electromagnetic Compatibility (EMI/EMC) See attached "Safety-EMC-EMI Certifications" document for a complete listing of hardware certifications. In addition, Syntech also maintains information security certifications for Payment Application Data Security Standard (PA DSS), Payment Card Industry Data Security Standard (PCI DSS), Europay Mastercard Visa (EMV), Federal Information Processing Standard (FIPS) 140-2. Finally, our systems have been assessed and have received the Authority to Operate (ATO) on the Department of Homeland Security internal network. Finally, individual certifications for Security+, Certified Information System Security Professional (CISSP), Windows Operating System Fundamentals (MTA 98-349), HDI Support Center Manager, and AWS Certified Cloud Practitioner, are held by our employees.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Syntech has never been suspended, debarred, or punished for any reason over its entire 30 year history.	*
20	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	None	
21	Describe any relevant industry awards or recognition that your company has received in the past five years	2018 - Highest Credit Rating (AAAA1) Syntech retired its remaining long-term debt to become completely debt-free. The company continues to be recognized by 'Dun & Bradstreet' with a very high credit rating score (either a AAAA1 or AAAA2) for a business its size. 2017 - Florida State University College of Business Hall of Fame Syntech Systems CEO, Douglas Dunlap inducted in the Florida State University College of Business Hall of Fame for exceptional professional and personal achievements. 2016 - Made in Tallahassee Awarded the 'Made in Tallahassee' award by the Economic Development Council for companies who are headquartered in Tallahassee and whose products are marketed nationally. 2015 - Innovation and Technology Business of the Year Awarded the 'Innovation and Technology Business of the Year' by the Greater Tallahassee Chamber of Commerce	*
22	What percentage of your sales are to the governmental sector in the past three years	78% of sales were made to customers in the governmental sector over the past three years.	*
23	What percentage of your sales are to the education sector in the past three years	15% of Syntech's sales were made to customers in the education sector over the past three years.	*

24	List any state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Syntech has state, provincial, or cooperative purchasing contracts with the following entities: sales volume for each over the past three years is also listed: Sourcewell - \$6,634,683 Texas Buy Board - \$315,318	*
25	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?	Syntech does not currently hold any of the referenced contracts or agreements.	*

Table 2A: References/Testimonials

Line Item 26. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
US Customs and Border Protection	Wendy Neighbours	317-628-7153	*
City of Tallahassee	Jason Ford	850-556-3242	*
City of Berkeley, CA	Greg Ellington	510-981-6469	*
City of Winter Park, FL	Luke Bryan	407-599-3593	
Arkansas Department of Transportation	Mark Holloman	501-569-2667	

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

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 *	
27	Sales force.	Syntech Systems employs a direct sales force divided into ten regions across the US and Canada, each headed by a Regional Sales Manager (RSM), and is the largest in the industry dedicated to Fuel Management. The RSM is responsible for management of the distributors in the region and meeting directly with end users to provide a professional presentation of our products. Additionally the company employs eight sales specialists who support the RSM's for aftermarket sales & upgrades, commercial aviation, maintenance & repair and national accounts. The Sales Force is further supported by a staff of five project managers and six support personnel including senior management for a total of 31 in the department. See attached "2024 SALES MAP with Canada" document for complete breakout of sales regions across the United States and Canada.	*
28	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	As detailed in Table 2, question 13, Syntech has cultivated a network of over 500 active distributors. These distributors are selected based on their dedication to customer support, their technical ability and staff, and their financial stability. This distributor base has complete coverage across the U.S. and Canada including more remote areas of Alaska, Hawaii, Puerto Rico, and the Caribbean. All distributors receive extensive technical and sales training and must be certified and recertified every two years. As members of the Petroleum Equipment Institute (PEI) these distributors have on-staff personnel who are certified to install, maintain and repair bulk fuel level monitoring systems or Automated Tank Gauges (ATG) systems, fuel pumps/dispensers (to include hoses and nozzles), electrical/mechanical systems, information technology systems, environmental compliance systems and to perform project/program management in their geographic areas of operation. Syntech employs these local area FuelMaster certified distributors to render expertise in the aforementioned areas of knowledge to provide installation services and to provide rapid response to maintenance and repair needs reducing cost to the customer.	*
29	Service force.	Syntech employs an in-house team of six Field Service Representatives to support and augment our distributor base, particularly with the more technical projects requiring additional expertise. Syntech distributors employ at least one FuelMaster certified technician on staff. With more than 2,000 FuelMaster-certified technicians across the U.S. and Canada, Syntech can provide world-class service wherever needed. Syntech also employs a Customer service/support team in a call-center format with 31 technicians including 2nd-level support for highly technical inquiries, as well as dedicated Distributor support and an in-house Engineering team of approximately 75 Engineers.	*

30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our dedicated and extensive sales force promotes, trains, and educates our Distributor base on the Sourcewell program. Syntech typically sells exclusively through our dedicated and certified Distributor base. Orders are typically placed by our Distributors with an order form and PO indicating if an order is designated Sourcewell. All orders go to our sales-order desk with a resolute staff that inputs the order into our order/accounting system. Generally, the RSM and/or aftermarket sales team participate in most orders to manage the sales process along with product details/options.	*
31	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.	When Syntech made the decision to enter the commercial market in 1987, we realized the distributors and technicians in the industry at that time supported mechanical equipment and were not familiar with complex computer equipment. This required that Syntech (1) develop modular hardware which could be easily repaired (2) employ sophisticated remote diagnostics to identify issues from Tallahassee, and (3) engage a highly responsive and competent support staff to maintain a 99% operational status for all equipment. This has led to the Syntech Customer Satisfaction Center which currently receives about 80,000 calls per year and maintains a customer satisfaction rating of about 95%. The single most important job is to RESTORE A DOWN FUEL SITE TO AN OPERATING CONDITION AS QUICKLY AS POSSIBLE AND IN HOURS AND NOT DAYS! Its operational parameters to achieve this and other services are as follows: (1) CSC includes a staff of 31 support personnel. (2) Four levels of support including 1st Level, 2nd Level, Applications Engineering, and Engineering Developers (3) 24/7 service, (4) Operational time goal of 99.5% (5) Call waiting time of not more than 5 min. (6) All calls be closed within three days (5) Special expedited call line for Distributors and technicians actively on a job site.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Syntech has customers and distributors in all fifty states, and is currently providing products and services to all Sourcewell entities within the United States.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Syntech has customers and distributors across all Canadian Provinces and Territories. Syntech is willing and able to provide our products and services to all Sourcewell entities throughout North America.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There is no geographical areas of the United States or Canada that Syntech Systems cannot provide service to.	*
35	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	There are no entity sectors that Syntech will not be servicing through the proposed contract. Syntech provides the opportunity to use the Sourcewell contracts to all eligible customers.	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions that would apply to Sourcewell participating entities in Hawaii, Alaska, or US Territories.	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Syntech is willing to examine and consider modified terms on a limited case-by-case basis. Terms outside our standard terms would go through a thorough risk analysis and a decision made based on the merits of the opportunity	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
38	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Syntech (STS) has utilized a marketing strategy built around the acquisition of NEW customers and maintaining existing customers by assuming a large degree of responsibility for user success with our products. This concept is built around the following elements: This concept is built around the following elements: 1. Robustly engineered products capable of maximum operational up-time through climatic conditions from arctic to tropical environments. 2. Product Support through its Customer Satisfaction Center for 24/7 support through phone, computer, and internet communication, worldwide. 3. Competitive pricing within all elements of the Fuel Data Automation Market and a direct technical sales staff to help the customer through the complicated acquisition process. 4. Developing and maintaining the latest technology through maximum use of Research & Development efforts. (R&D as a % of Sales is thought to be the highest in our market segment by a wide margin.) This has led to the following results. STS has managed to acquire over 9,000 customers and maintain a continuing relationship with each of them. 1. FMLive technology, which represents State of the Art communications and transaction management worldwide in real time was developed with an initial investment of ~ \$30 Million, and subsequent R&D of ~ \$40 million and which is continuing. 2. A world class Customer Satisfaction Center which accepts ~ 80,000 customer calls per year on a variety of subjects and maintains a customer satisfaction rating of 94%. 3. The marketing strategy is to continue to acquire as many new customers through outstanding performance at competitive prices as possible, while upgrading the existing customer base to the latest technology. 4. This opportunity represents a staggering revenue potential in the hundreds of millions of dollars over the next ten to fifteen years. The opportunity to upgrade the 9,000-customer base to the latest technologies is several hundred million dollars in revenue alone.	*
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Syntech utilizes digital media to connect with a diverse audience through our website, Facebook, Instagram, and LinkedIn by featuring our products, services, and sales force. Engagement statics are analyzed then strategies are updated and deployed accordingly. Quarterly communication updates for customers and distributors are executed with Constant Contact to allow evaluation of open rates, engagement appraisals, and campaign comparisons. Digital marketing and communication can be co-branded with Sourcewell to further communicate the awarded contract.	*
40	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell provides a valuable asset by offering training to our sales force arming them with the knowledge to bring cost-savings to our current and potential customer base. Syntech continues to benefit from Sourcewell's legislative initiatives in advocating cooperative purchasing avenues across the U.S. and Canada. Sourcewell's mission is seamlessly woven into conversations and presentations that our staff conduct daily. Syntech attends over 100 tradeshows annually across the U.S. and Canada where we display Sourcewell-provided table flags in addition to our co-branded marketing literature. (SEE ATTACHED). Additionally, the majority of Syntech sales personnel have attended Sourcewell University and are well versed in the program. We commonly describe and utilize the Sourcewell program in discussions with potential public customers. We attend many relevant trade shows and display the Sourcewell flag. We provide regular emails to all sales personnel regarding new Sourcewell members and any other relevant info received by them. We have had Sourcewell representatives present at our annual sales conference and therefore, the use of the Sourcewell program is a key component of our overall sales process.	*
41	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	E-procurement is a priority and with the launch of our new ERP-CRM platform, we are implementing various e-procurement options for both our customers and distributors which is scheduled to be launched Q4-2024.	*

Table 5: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
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42	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.	Syntech uses its sound training experience to transfer knowledge to selected personnel on all systems, software, hardware, equipment and other technology installed in response to all objectives. We will institute a "train the trainer" program in every training evolution. Additionally, User, Operational, and Troubleshooting Manuals will be provided for all systems, software, hardware, equipment and other technologies. It has been our experience that training reinforcement is the best method by which individuals learn and retain knowledge. Our diverse education methods, perfected over decades by training over 9,000 customers, ensure maximum learning retention. The following proven training scenarios are available: On-Site Training - Training shall be provided on site immediately after system startup on each type of hardware/software component, directly with individuals responsible for each functional area: software, maintenance and vehicles. Webinars - Subsequently, a two-hour webinar conference will be scheduled after installation. This training is used to maximize retention of previously learned skills and to answer any questions personnel may have after using the systems. Online Customer Training Course (accessible online) - A self-paced customer class accessible online with a library of manuals, guides, and other technical and operational reference material will be available. This course provides users with the basic information needed to operate the FuelMaster FMU and FMLive software at the customer's own pace. Classroom Training - Syntech offers a quarterly customer training at our corporate office in Tallahassee, Florida. This three-day course covers system software and hardware operations including common troubleshooting techniques. Classroom training mimics real world exercises (using actual dispensers, tank gauges and FuelMaster equipment) as closely as possible within the confines of a classroom. At the end of each training session, individuals attending the training will be given an exam to demonstrate their mastery of the training subject matter. Training data and test results will be maintained by Syntech and made available upon request. The training program is continually reviewed via attendee exams and surveys. Improvements are made to the training program when required. Data on training attendees, dates, curriculum, and test results will be maintained by Syntech and made available upon request.	*
43	Describe any technological advances that your proposed Solutions offer.	FMLive's customer facing application programming interface (API) allows for the quick import of user and vehicle data, as well as export of transactional data to third party fleet and asset management systems. Coupled with Business Intelligence (BI) and reporting technology, users may define custom reports to meet specific business needs. All reports are exportable into multiple flat file formats including Excel, PDF, Word, and CSV. Reports can be scheduled to run on a periodic or as-needed basis. Furthermore, the reporting BI tool can be configured to automatically generate email notifications allowing for real-time system-generated alerts based on data, such as: sales, inventory, vehicle telematics and any other data required by operational and functional managers.	*
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	A reduction of Carbon Emissions from the transportation sector is the key component of our nation's goal to reduce greenhouse gas emissions 40% by the year 2030. This would put our greenhouse gas levels below the 1990 mark and continue to drive progress towards our climate and clean air goals. Within the transportation sector, government programs have created initiatives to accelerate the management of carbon emissions with new technology for vehicles and heavy equipment. The fleet and transportation segments will continue to see more regulation in the future to ensure the use of clean technologies, especially along primary freight corridors. The Automotive Information Module (AIM Device) is the connected receiver to the vehicle's on-board diagnostic system (OBD). With AIM connected to the OBD, and Radio Frequency Identification (RFID) communication from the vehicle's AIM device to the Fuel Management Unit (FMU), vehicle data can be recorded and reported through the fuel management platform. The OBD is a computer-based system designed to aid in the monitoring and management of major engine components. In addition to Engine Diagnostic Codes and indicators like Check Engine Light, dozens of other engine performance and driver behavior data points can be collected and reported. AIM reports such metrics as Engine Idle Time and Maximum Engine Oil Temperature. Additional data related to Oxygen Sensors, Exhaust Gas, and Fuel/Air Ratio are also available through an OBD via AIM. Syntech Systems is working with greenhouse gas conscience fleet managers to determine the bundle of data points desired to assist in managing their fleet to new clean air standards. The AIM technology is a true asset in collecting this data. We are eager to work with a local firm to tailor the system to provide the right data through AIM. With over 400 parameters available through the OBD, we can focus on the most important data needs for our customers. Advancements in technology, like AIM, will be a catalyst in our ability to achieve 80% reduction in greenhouse gas emissions by 2050. Syntech fuel management systems are designed to significantly reduce or even eliminate misappropriation of fuel. Customers typically realize a significant reduction in fuel usage and waste following implementation. Syntech has developed an EV (electric vehicle) charging management system. This system is unique in that it connects to and manages the charging/fueling by controlling access to and recording transactions from the customers' chargers. A single pedestal can control multiple chargers as opposed to the common competitors' systems that charge a single vehicle with a pedestal.	*

45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	At Syntech, we understand the harmful effects that discarded electronics can have on the environment. With that in mind, Syntech has taken large strides in its effort to reduce the amount of heavy metals included in our products using the 2011/65/EU directive as our guide. This ensures RoHS compliance as we develop our products. Meaning there is a Maximum Concentration Value (MCV) for heavy metals and flame retardants covered by RoHS are as follows: • Lead (0.1 %) • Mercury (0.1 %) • Cadmium (0.01 %) • Hexavalent chromium (0.1 %) • Polybrominated biphenyls (PBB) (0.1 %) • Polybrominated diphenyl ethers (PBDE) (0.1 %) Syntech fuel management systems are designed to be rugged and long lasting. We have many customers with 20–30-year-old systems that continue to operate. Generally, the extreme durability of our products reduces the frequency of replacement and disposal. Our upgrade philosophy and practice allow for the bulk of our equipment to remain installed, with only portions replaced to bring an older system to our latest technology; again, greatly reducing the need for disposal.
46	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?	Syntech is a highly qualified and responsive commercial vendor that has forged a comprehensive and technically competent team. Syntech is the most capable company within the fueling and fleet data management arena as evidenced by the vast experience it has obtained over the forty (40) years within the industry, as well as the demonstrated breadth and depth of its technical staff. Currently the company can cite the following experience in the government space, a quality unique to Syntech: The company has ~9,000 individual customers worldwide operating ~3.9 million vehicles daily. The company supports over 22,500 fueling locations worldwide, including ~897 units within the Department of Defense at 340 separate military installations. Syntech has the most comprehensive technical support team in the fueling automation industry with ~10,000 units under active maintenance support at ~3,800 unique locations. Included among the customer base are 28 State Departments of Transportation utilizing our Fuel Management Systems. The company has sold and supports ~550,000 AIM Units (Automotive Information Modules) among ~616 different customers including ~18,000 by the Department of Homeland Security. Syntech has the most robust customer support center in the fuel management space with 31 technicians. This department is supported by a team of approximately 75 degreed engineers. This engineering staff is the largest in the industry dedicated solely to fuel management systems.

47	Describe the security system in place for protecting and controlling access to your solutions.	User accounts are created with unique usernames that then become the account identifier throughout the system. The account also requires a first and last name be entered which allows the administrator to correlate the unique identifier with the proper name of the individual. Additionally, the accounts are assigned roles and organization during creation. Role-based access ensures that the account is created using the least privilege principle while the organization assignment determines whose data the account is authorized to view. By default, FMLive institutes single-factor authentication with a username and password. Accounts are required to use complex passwords, meeting the requirements of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-638 (June 2017) or NIST SP 800-63-2 (August 2013) based on the customer's preference. NIST 800-638 Requirements - Contain at least 8 characters. - Not be identical to any of the user's last 4 passwords. - Not contain 4 of the same character in a row. - Not be a dictionary word. - Not be a password which has appeared in publicly documented data breaches of other applications. - Not contain personal information such as names, telephone numbers, account names, or birth dates. - Not contain FUELMaster, FMLive, or Syntech. NIST 800-63-2 Requirements - Contain at least 15 characters. - Contain a mix of upper case letters, lower case letters, numbers, and special characters. - Not be identical to any of the user's last 10 passwords. - Not contain personal information such as names, telephone numbers, account names, birth dates, or dictionary words. - Differ from the previous password by at least four consecutive characters. If multifactor authentication is desired, the application also supports Personal Identifiable Verification (PIV) credentials, providing two-factor authentication using a hardware token. PIV credentials allow for a high level of assurance in the individuals that access FMLive because they are only issued by trusted providers to individuals that have been verified in person. PIV credentials are highly resistant to identity fraud, tampering, counterfeiting, and exploitation. When using PIV credentials FMLive maps the authenticated identity to an individual system account using the certificate name. If the user accessing the system has entered the correct PIN, the certificate name is valid in the application database to which the user will be granted access. FMLive system and application logs are configured to log enough information to determine what type of event occurred, the date and time of the event, the location of the event, the source of the event, the outcome (success or failure) of the event, and the identity of the user/subject associated with the event and are monitored by the Syntech application administration team. The Application generates time stamps for all recorded events; all hosts and devices utilize Coordinated Universal Time (UTC) to ensure all events are correlated with a single authoritative source regardless of time zone. FMLive instances are built to meet the requirements of the most security-sensitive organizations. Amazon EC2 works in conjunction with Amazon Virtual Private Cloud (VPC) to provide security and robust networking functionality for your FMLive deployment. The VPC environment provides layered protection of the application and system resources. The first layer is the environment, which employs a deny-by-default firewall, only allowing access to whitelisted IP addresses/range provided by the customer and only for the ports required for HTTPS communication between the customer network and FMLive application server. Access to FMLive servers in AWS requires Multi-Factor Authentication (MFA) in addition to a whitelisted IP address. MFA is a simple best practice that adds an extra layer of protection on top of the username and password. When Syntech Operations administrators attempt to sign into an AWS website, they will be prompted for their username and password (the first factor-what they know), as well as for an authentication response from their AWS MFA device (the second factor-what they have). Taken together, these multiple factors provide increased security for your AWS account settings and resources. Auditable events are captured and stored at every layer within the system, recording and storing actions made within the environment. Capitalizing on the AWS CloudTrail provides increased visibility into user and resource activity by recording actions and API calls. This allows for identification of users and accounts that have called AWS, the source IP address from which the calls were made, and when the calls occurred. Next, the host virtual machines maintain audit logs for operating system level events. After the operating system level log, the system audit log tracks TLS authentication attempts and configuration changes, recording the username or hostname, time/date, event type, category (successful/unsuccessful) and source IP address of the machine where the attempt was made. Finally, the application log records the identity of the users and devices that attempt to authenticate to the FMLive application. The application records user authentication attempts and account modifications (password changes, expired passwords, dormant account expiration, and account creation). Application audit data is stored in the FMLive database, and access is restricted to users with the 'Security' role assigned to their user account. Audit logs are reviewed for signs of unauthorized access and elevation of information system privileges, unauthorized access to files, changes in access patterns, and repeated failed access attempts.
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48	Describe how you will secure any participating entities' data captured during transactions.	The FMLive system is designed and developed to be compliant with NIST 800-53r4 security controls, meeting the threshold of a moderate baseline with many controls being compliant to the requirements of a high baseline. Communication between the FMU(s) and FMLive relies on a public key infrastructure (PKI), providing encryption of data using the TLS 1.2 (Transport Layer Security version 1.2) standard. Capitalizing on the use of the Federal Information Processing Standard 140-2 (FIPS 140-2) validated Bouncy Castle Java API, the system encrypts data to Department of * Defense requirements, ensuring protection of all data in-transit. The recommended communication medium is cellular modem, providing the system with the flexibility, reliability, and security of a private cellular network. Thus, the Syntech 4000 series FMU delivers the technology that will reduce the requirement for costly infrastructure upgrades and provide the network security protocols necessary to combat emerging cybersecurity threats.
49	Describe how your solutions can improve efficiency of fuel and fluid storage and dispensing.	The main purpose of Syntech fuel management systems is to account for fuel. Our systems are capable of and used to identify where every drop of purchased fuel goes, with a full accounting of who fueled, what equipment the fuel went into, as well as the time, date and quantity dispensed. This reduces, and can even eliminate, the loss and/or misuse of fuel, whereby reducing waste and misappropriation. One method for improving fuel efficiency is by monitoring driver behavior, our telematics systems report on vehicle speed, rapid acceleration and hard braking, all behaviors that negatively impact fuel efficiency. Studies show that fuel economy decreases at a rate of \$0.20 per gallon for every five MPH increase in vehicle speed. Our systems identify vehicle speeding and harsh braking events. This information helps you understand and support good driving across your fleet. Fleet managers can also use the data provided by our system to analyze Vehicle- specific data on idling and driving behavior allowing them to accurately identify inefficient or abnormal activity by measuring changes over time with fuel and trend reports. Rather than trusting manual systems for tracking vehicle maintenance requirements, our system tracks engine run time and mileage, allowing Fleet Managers take the guesswork out of maintenance, reducing vehicle down time and optimizing fuel efficiency. Finally, the lack of a fuel management system often leads to theft, as has often been witnessed by employees filling their personal vehicle from the company's fuel tanks. The FuelMaster Fuel Management Unit (FMU) prevents theft requiring company issued authorization devices for fuel transaction authorizations. Our Automotive Information Module can also prevent other cases of fuel theft ensuring that every drop of fuel makes it into the vehicle.
50	Describe how you work with participating entities to ensure all relevant environmental regulations and environmental best practices are followed.	Syntech works with its partners to ensure Sourcewell participating entities operate fuel stations that are compliant with all local, state, and federal environmental regulations including but not limited to applicable parts and subparts of 40 CFR, 33 CFR, 32 CFR, 49 CFR, 29 CFR, NEC and NFPA 30. Syntech and its partners perform site assessments pre and post installation to identify, communicate and remediate all potential issues that may impact compliance with environmental best practices. Syntech fuel management systems meet or exceed building, fire, and environmental codes in the locations in which our products are deployed.
51	Describe your capabilities and processes for design, site assessment, site preparation, installation, and SPCC planning. (Spill, Prevention, Control, Containment)	From a fuel management perspective, site assessments are performed to optimize the safety and use of our products in the most effective manner per the site design provided by the end user or their representatives, including proper installation and training specific to the site and the customer requirements. Syntech fuel management systems are designed to connect to tank monitor systems and can provide real-time access to the status of tank levels and the communications of alarms and/or related conditions that are important to the end user to ensure issues are identified in a timely manner.
52	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	Syntech has never been subjected to any regulatory infractions.

Table 5A: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
53	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		☐ Yes ☒ No	
54		Minority Business Enterprise (MBE)	☐ Yes ☒ No	
55		Women Business Enterprise (WBE)	☐ Yes ☒ No	Syntech is partially owned by women. Syntech also partners with Distributors that are women owned.
56		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	
57		Veteran-Owned Business Enterprise (VBE)	☒ Yes ☐ No	Greater than 51% of ownership are Veterans. Syntech also partners with several Veteran-owned Distributors and Market partners. Additionally, Syntech employs 25 Veterans at our corporate office.
58		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	
59		Small Business Enterprise (SBE)	☐ Yes ☒ No	
60		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	
61		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
62	Describe your payment terms and accepted payment methods.	Standard Payment Terms are NET 30 but we are flexible with customers and distributors when circumstances require. The nature of the industry is often long lead times between ordering and final completion causing cash flow problems for distributors, and pressure on Sourcewell Members to make advance or progress payments. We collaborate with both parties to assure contracts are executed and completed satisfactorily and payments are as timely as possible.	*
63	Describe any leasing or financing options available for use by educational or governmental entities.	Syntech can arrange with leasing organizations to provide financing proposals to customers, depending on credit & financial qualifications. Syntech is always willing to work with any Government or Education Agency in creating a leasing plan and finding the best financial institution. Florida DOT is currently planning to utilize this option.	*

64	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	When Syntech receives an order through Sourcewell, the Customer ID is created with a distinct code, which identifies the order as a Sourcewell Contract order. This both ensures the customer receives the negotiated Sourcewell Contract discount and provides a method for reporting to Sourcewell. Syntech's accounting department runs a monthly activity report to specifically identify Sourcewell Contract orders. Every quarter, the monthly reports are consolidated into a spreadsheet that is provided to Sourcewell along with the 2.5% administrative fee for all Sourcewell Contract orders.	*
65	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?	Syntech does accept purchases using the P-card procurement and payment process, there are no additional fees for using this process.	*
66	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.	In past submissions STS incorrectly stated it was offering a 10% discount from MSRP, which should have indicated a MINIMUM 10% Discount. STS has analyzed all of its ~ 3500 transactions beginning in 2011 and estimates its actual discount applied to customers was approximately 15%. Product categories that do not receive discounts are identified in the Syntech Equipment and Services Catalog under the following headings: FMLive SERVICES EXTENDED WARRANTY MAINTENANCE PLANS TRAINING SERVICES CUSTOMER SUPPORT SERVICES SHIPPING AND HANDLING COSTS STS is pleased to offer additional Discounts from MSRP well beyond 10-15% as further delineated below.	*
67	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.	Pricing to Sourcewell participating agencies is represented as a 20% discount from the manufacturer's suggested retail price (MSRP) on all hardware included in the attached Equipment and Services Catalog. Additional volume discounts are available as referenced in Q68 response and listed in Table 7-Pricing Offered.	*
68	Describe any quantity or volume discounts or rebate programs that you offer.	For Quantity purchases STS often extends 28% discounts to all customers. STS also offers additional Volume discounts as noted below: Volume Discounts from MSRP Additional 1% on orders over \$50,000 to \$100,000. Additional 2% on orders over \$100,000 to \$200,000. Additional 3% on orders over \$200,000 to \$400,000. Additional 4% on orders over \$400,000 to \$800,000. Additional 5-8% on orders over \$800,000.	*
69	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Open market items or equipment not listed in Syntech's Product and Services Catalog are typically provided at cost plus a markup % of generally 15%. In some cases, based on general need of the open market item, the item may be added to the Product and Services Catalog, at which point Syntech will provide an updated copy to Sourcewell.	*
70	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 most common costs beyond Syntech equipment are site preparation and installation. It is typical for a customer to have an existing fuel island with operational fuel tanks, pumps, and dispensers. However, if the customer has never had a fuel management system, additional hardware such as mechanical pulsers or digital pulse output circuit boards may need to be added to their existing equipment. Additionally, installation material like conduit and cabling prices vary based on the location, and quantity required is determined by physical layout of the fueling site(s). In some cases, installation may require underground conduit, which in turn may require trenching. Furthermore, a large fueling site may require multiple Fuel Management Units (FMUs) increasing the volume of installation material and labor required to complete the installation, all of which impacts on the total installation cost. In some scenarios, Syntech may be replacing a competitor's system, which does generally lower the overall cost, as the required conduit, for the most part, is already in place. However, every installation varies. Quotes for installation are best when an onsite assessment can be completed by a local certified installer or Syntech Field Service Representative. A major component of our services is to guide the Sourcewell Member through this process to facilitate a successful project at the lowest practical cost!	*

71	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Syntech offers fixed fee handling and freight (ground) charges for several items within the Continental United States, including: FMU/Satellite Unit Legacy Mobile Upgrade (Upper Cabinet Components) PowerVar Three Line Display Pedestal Receipt Printer Ligowave Electronic Interface Dispenser Kit AIM Kit Additionally, when customers use their own freight accounts, Syntech offers handling only options. All other orders will use a handling and freight fee based on the total dollar value of the order. Finally, freight charges for any location outside the Continental United States is based on estimates provided by the carrier using the weight and dimensions of packages to be shipped. Please reference the attached "Syntech Equipment and Services Catalog.	*
72	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	With customers all over the globe, Syntech regularly ships items to areas outside of the Continental United States. Delivery terms are based on customer requirements and project timelines. Freight charges for locations outside the Continental United States are based on estimates provided by the carrier, using the weight and dimensions of packages to be shipped.	*
73	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Syntech has cultivated a network of over 500 active distributors. These distributors are FuelMaster certified installation, repair and maintenance companies who have been factory certified to work on FuelMaster equipment, to include fuel management systems, Fuel Management Units (FMU), AIM systems and read/write key devices and associated systems or units. As members of the Petroleum Equipment Institute (PEI) these distributors have on-staff personnel who are certified to install, maintain and repair bulk fuel level monitoring systems or Automated Tank Gauges (ATG) systems, fuel pumps/dispensers (to include hoses and nozzles), electrical/mechanical systems, information technology systems, environmental compliance systems and to perform project/program management in their geographic areas of operation. Syntech employs these local area FuelMaster certified distributors to render expertise in the aforementioned areas of knowledge to provide installation services and to provide rapid response to maintenance and repair needs reducing cost to the customer.	*
74	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Our self-audit process begins with the receipt of new purchase orders, the order is first evaluated to determine if the customer is a Sourcewell participating entity. If identified as such, purchase orders are validated to ensure the entity is receiving the negotiated Sourcewell contract pricing. Once confirmed, the order is processed. Each customer has a unique Customer ID within our order system, Sourcewell participating entities receive a distinct contract code embedded in their customer ID. This allows us to quickly identify the participating entity, and guarantees they receive contract pricing on all subsequent/future orders. Syntech's accounting department generates weekly and monthly reports, providing them to Sales and Marketing, for use in evaluating contract performance metrics. Additionally, a quarterly report is generated to calculate the Sourcewell administrative fee, the report is reviewed for accuracy and when approved by the CFO, a check is issued and delivered to Sourcewell along with the quarterly report	*
75	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Syntech reports all Sourcewell transactions on a monthly basis in its Monthly Sales Report including Customer, Sales Volume, transaction count and totals for the month and Year to Date and comparison to the prior year. These values are compared to historical totals beginning in 2011 and evaluated for adequate growth. Additionally, individual Regional Sales Managers use of Sourcewell is reported and evaluated for effectivity of use and meeting objectives.	*
76	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Syntech proposes a 2.5% administrative fee to be paid to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract. The 2.5% fee is calculated as a percentage of sales under the contract, it is not a line-item addition to the participating member's cost of goods.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
77	The pricing offered is consistent with standard market pricing typically offered to individual municipalities, universities, or school districts.	Note: Cumulative beginning in 1st Quarter 2011 thru 7-31-2024, STS has processed 3122 (funded) Sourcewell Member transactions averaging \$7,530 per transaction. Most of these were smaller individual transactions but also included larger multi-million dollar orders such as Arkansas DOT. Standard Discounts from MSRP: 20% Discount from MSRP on all equipment & services except Maintenance and Cloud related Services Pricing offer: Volume Discounts from MSRP: Additional 1% on orders over \$50,000 to \$100,000. Additional 2% on orders over \$100,000 to \$200,000. Additional 3% on orders over \$200,000 to \$400,000. Additional 4% on orders over \$400,000 to \$800,000. Additional 5% on orders over \$800,000. Product categories that do not receive discounts are identified in the Syntech Equipment and Services Catalog under the following headings: FMLive SERVICES, EXTENDED WARRANTY MAINTENANCE PLANS, TRAINING SERVICES, CUSTOMER SUPPORT SERVICES, and SHIPPING AND HANDLING COSTS

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

Line Item	Question	Response *
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78	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Syntech offers a host of hardware and software products that work together to meet a broad variety of needs in the fuel, fleet, and energy management space. Additionally, we offer a wide range of industry-leading support services to aid product adoption, third-party integration, installation, connectivity, continuous system health monitoring, security monitoring, part-replacement, and customer support. These services ensure a comprehensive, dependable, and streamlined experience to our customers and set us apart in the industry. Our flagship fuel management product, Fuelmaster (FMU), manages fuel (gas, diesel, cng, lp, etc) at fixed fuel sites. It is offered in a variety of configurations to meet unique customer needs, and can support a multitude of transaction-initiation media including keypad, ProKee, smart card, credit card (including EMV), fleet cards, proximity cards/fobs, RFID, and barcodes. These units are offered in a variety of connectivity options (including cellular as well as satellite) and are continuously connected to our cloud-based software solution (FMLive). The same hardware technologies that drive our FMU are also available in mobile fueling options. We offer two unique solutions in mobile fuel control: FlowFT is targeted for small, single-tank applications and leverages our mobile app (FMLink) for user-interface control. FlexFD is our more robust mobile product, supporting more tanks, as well as additional connectivity and access-device options. These products are also cloud-connected to our software, FMLive. In the fleet tracking & telematic space, we offer a car-connected RFID device (AIM Titanium) that both secures fuel (directly at the fuel port of the vehicle), as well as collects telematics data (odometer/trouble codes/hard-braking, etc). This data is collected over wireless radio communications by our fixed fueling system (FMU) or our mobile fueling system (FlexFD). Additionally, we offer a stand-alone product (FlexDC) that can be installed as a data-collection point for parking lots or garages. In the alternative energy space, Syntech offers electric charge monitoring & control via FuelmasterEV. Much like the FuelMaster FMU, the FuelmasterEV acts as a kiosk, allowing the operator to use the same authorization media (i.e., PROKEE, Prox Card, Keypad) to enable charging as they would for a fuel-operated vehicle -- identifying operators, equipment, job numbers, etc. All of these products are seamlessly integrated into our cloud-based software, FMLive, which provides operational insight to our fuel & fleet managers, with detailed transitional data on all of the above as well as robust reports, alerts, and overall system control. Working in concert with FMLive and our fuel management hardware is our cloud-based payments solution, Syntech Payment Bridge. The bridge serves as a PCI-certified, secure connection point to route payment requests to multiple potential end points. Syntech supports a wide array of (EMV) bank and fleet cards, as well as the unique payments needs in the Aviation space. In addition to all of the above hardware and supporting software products, Syntech offers a comprehensive range of support services. We offer connectivity plans leveraging multiple cellular partners (Verizon & AT&T) as well as satellite options (Starlink). We offer administrative support services such as project management, site survey, and site upgrade & migration. We offer system customization and third-party integration services. In addition, Syntech stands behind their products in multiple ways. Syntech designs and produces all of its own hardware and offers unparalleled supply and support of their hardware components. The DevOps group within Syntech's Engineering department serves to monitor and maintain the health and support of all cloud-based software systems as well as continuously monitor the security of those systems. The Training and Customer Service departments serve the end customer directly, offering help and training to ensure we meet the needs of our customers. Syntech Systems offers a comprehensive, world class suite of fuel management products, which have been long trusted by the Department of Defense, the Department of Homeland Security, and countless other government and commercial entities. For a more detailed description of our products and services, please review the attached Equipment and Services Catalog.
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79	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Fuel Management Fixed Site Fueling (FMLive FMU) Mobile Fueling / Single Product (FlowFT) Mobile Fueling / Fuel Tankers (FlexFD) Fleet Tracking & Telematics Telematic Data Collection (FlexDC) Telematic / Fuel Security Devices (AIM Titanium) Secure Access Device Solutions (Prokee / Prox) Alternative Energy Solutions Electric Charge Monitoring & Control (FuelmasterEV) Cloud-Based Management Software (FMLive) Real-Time Data Collection System Monitoring & Control Business Intelligence Reporting Payment Software & Services (Syntech Payment Bridge) EMV Payment Processing Aviation Payment Processing Communication Services Cellular Connectivity Satellite Connectivity Installation Services Project Management Site Migration Services Third-Party System Integration Services Security Monitoring Services PCI Security Monitoring DevOps System Monitoring Support Services Training Services Customer Service Support	*
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Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
80	Aboveground Storage Tanks (AST's) for fuels, fluids, and gases, including gasoline, diesel, AVGAS, Jet fuel, Diesel Exhaust Fluid (DEF), bulk lubricants, propane, natural gas, and used fluids	☐ Yes ☒ No	Syntech partners with entities offering aboveground fuel and fluid storage tanks, providing fuel and fleet management hardware, software, and other ancillary services.	*
81	Mobile fuel, fluid, and gas storage solutions	☐ Yes ☒ No	Syntech market partners (certified distributors) offer many of these products and services.	*
82	Hardware related to the aboveground storage tanks and mobile storage solutions described in 80 and 81 above, including pedestals, gauges, access or security hardware, monitoring equipment and devices, RFID solutions, dispensers, and accessories	☒ Yes ☐ No	Our products and services include pedestals, access and security hardware, we tie into monitoring equipment and devices; we offer RFID solutions and connect to and control access to dispensers. For more information, please see our Equipment and Services Catalog.	*
83	Fuel and fluid management software related to the aboveground storage tanks and mobile storage solutions described in 80-82 above. However, this solicitation should NOT be construed to include "software-only" solutions. Proposers may include related fuel and fluid management software to the extent that the solutions are complementary to the offering of the equipment and products being proposed	☒ Yes ☐ No	Yes - See Equipment and Services Catalog for additional information. At the heart of the system is Syntech's Software as a Service (SaaS) solution. FMLive is a web-hosted application--developed with industry-standard architecture and protocols to ensure stability and performance. Developed with state-of-the-art technology, FMLive offers a future-proof application platform, a secure and intuitive user experience, and maximal opportunities for integration. The FMLive system creates a 360-degree data view that will increase the end-user's ability to support daily operations. The application also complies with Section 508 of the Americans with Disability	

			Act. FMLive cloud-based software is developed in-house by Syntech engineers. Unlike many fuel management competitors, our platform is not dependent on other popular operating systems that go end-of-life, requiring a complete, new system when an existing version becomes unsupported. System software updates are performed internally and are invisible to customers. The technology built into FMLive resides in geographically dispersed data centers and provides the methodology for real-time centralization and storage of all fuel transactions, bulk fuel tank levels, and vehicle data collected by Syntech's full suite of fuel management products. Data in-transit between the FMU(s) and the database is encrypted using modules validated to comply with the Federal Information Processing Standard (FIPS 140-2) utilizing Transport Layer Security (TLS 1.2) combined with PKI (Public Key Infrastructure) authentication. FMLive is highly configurable and customizable to support our diverse user base and their changing business requirements. FMLive's built-in technology resides within the Amazon Elastic Cloud Compute (EC2) environment. Furthermore, the application can be configured to auto-generate email notifications, allowing for real-time system-generated alerts based on FMU messages, fuel inventory and deliveries as required by operational and functional managers. FMLive aggregates data produced by the end user's fueling stations to allow for centralized management of invoicing, inventory, and maintenance resources. These real-time capabilities also permit the lockout of access media much like a bank card can be immediately cancelled by a financial institution, preventing fraudulent use and pilferage. FMLive's customer-facing application programming interface (API) allows for the quick import of user and vehicle data, as well as export of transactional data to third-party fleet and asset management systems. Coupled with Business Intelligence (BI) and reporting technology, users may define custom reports to meet specific business needs. All reports are exportable into multiple flat file formats including, Excel, PDF, Word, and CSV. Reports can be scheduled to run on a periodic or as-needed basis.	
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84	Services related to the solutions described in 80-83 above, including design, site assessment, site preparation, installation, monitoring or testing, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.	☒ Yes ☐ No	Yes - See Equipment and Services Catalog. Syntech employs a robust team of Customer Support Technicians, Project Managers, Engineers, and Field Service Technicians that work together with customers, certified distributors, contractors, architects, and Trade organizations to assist with the administrative and technical details as well as proper installation, operation and monitoring of our Fuel Management Equipment; where appropriate, assisting with information related to design, installation, etc.
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Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 85. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

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

Documents

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

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 - 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 - 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 - 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Syntech Equipment and Services Catalog - June 2024.pdf - Wednesday August 14, 2024 16:18:28
 - Financial Strength and Stability (optional)
 - [Marketing Plan/Samples](#) - Marketing Plan and Samples.zip - Thursday August 15, 2024 12:05:15
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.pdf - Wednesday August 14, 2024 16:18:16
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Additional Documents.zip - Wednesday August 14, 2024 16:22:50

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

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

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Shane Smith, VP, Sales and Marketing, SYN-TECH SYSTEMS, 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 obligations contemplated in the solicitation proposal.

☐ Yes ☒ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 1 Fuel Fluid Storage RFP 081524 Thu August 8 2024 07:26 AM	☒	3



Memorandum

Date: July 22, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Award File No. 250215-N-AS, Bermad Water Control Valves, Parts & Service (**Tom Kiger Public Services Director, LaTishia Smith Assistant Public Services Director, Ray Page Utilities Superintendent, Darryl Vaci Water Division Manager, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 250215-N-AS, Single Source Purchase of Bermad Water Control Valves, Parts, and Service, to PSI Technologies, Inc., for a one (1) year period effective from the date of award, in an estimated total amount not to exceed \$60,000, for the Public Services Department – Reverse Osmosis Water Treatment Facility (ROWF).

Background

Bermad brand water control valves are used to sustain pressure in various process lines at the ROWF. This helps to ensure consistent and reliable operation of the process equipment. Maintaining consistent back pressure in process lines is critical for uninterrupted operation of the ROWF. Bermad valves have proven to work well in the City's demanding applications (see attached memo). The purpose of this contract is to provide as-needed purchases of Bermad valves, parts, and service for the ROWF. PSI Technologies, Inc., is the exclusive representative for Bermad water control valves, related parts, and service for the state of Florida (excluding the panhandle area west of Tallahassee).

Funding

FY25-26 budgets; account nos. 402-4305-536.6300; 402-4305-536.4600 - ROWF

Strategic Plan Objective

N/A



Public Services Department

Memorandum

Date: July 10, 2025

To: Janina Lewis, Procurement Services Director

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

TK

From: Darryl Vaci, Water Division Manager

Subject: Authorization to Award Single Source Contract to PSI Technologies, Inc. for RO Plant Bermad Pressure Sustaining Valve Purchases and Maintenance

Recommendation

Award a single source contract to PSI Technologies, Inc., for a one (1) year period, to supply as-needed new Bermad pressure sustaining valves and to provide parts and service for valves currently in use, in the amount of \$60,000, for the RO Water Treatment Facility (ROWF).

Background

Bermad brand pressure sustaining valves are used to control the pressure in various process lines at the ROWF to provide consistent and reliable operation for process equipment. Maintaining consistent back pressure in process lines is critical to ensuring uninterrupted operation of the ROWF. Bermad brand valves have proven to work well in the City's demanding applications. This authorization will provide for the as-needed purchase of parts, service and valves for the ROWF. PSI Technologies is the sole supplier of Bermad valves, as well as spare parts and service, for these valves in our region in Florida; a sole source document is on file in Procurement.

Funding

Funds will be set aside in Water Treatment accounts 402-4305-536.6300 and 402-4305-536.4600 in the 2025 and 2026 Fiscal Budgets.



VICTAULIC BERMAD TECHNOLOGIES

10600 Telge Road, Suite 200

Houston, Texas 77095

800 821 6825

vbtech.com

Date: March 6, 2025

To: Eric Doverspike

Re: PSI Representation in Florida

To Whom it May Concern: PSI Technology is the exclusive representative for BERMAD Water Control Valves, Air Valves, and Mag Meters for the state of Florida (excluding the panhandle area west of Tallahassee). PSI will be responsible for sales, marketing, and aftermarket support of all products sold into the Water and Wastewater markets.

Charles Claussen
National Manager, Water Wastewater Division

PSI Technologies Inc.

3520 Investment Lane, Unit #3

Riviera Beach, Fl. 33404

Main# (305)998-1371

Tommy Nichols

Engineered Product Sales

(813)955-1111

Tommy@psi-techinc.com



Memorandum

Date: July 22, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 250184-B-PH, Fire Alarm Panel (**Scott Young Fire Chief, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 250184-B-PH, Fire Alarm Panel, to Security Alarm Corporation in an amount not to exceed \$70,695.00.00 for the Public Safety Department.

Background

On May 21, 2025, the City issued an Invitation to Bid for a new Fire Alarm Panel at the Public Safety Building. The contract was competitively bid, a total of seven (7) firms downloaded the Bid document, and the City received two (2) responses. The low bidder, A Total Solution, Inc., did not submit the total bid package and was therefore deemed nonresponsive.

The purpose of this contract is to replace the existing fire alarm system panel and its ancillary devices with one (1) new addressable fire alarm panel and ancillary devices within the Public Safety Building. The current non-working system was damaged during Hurricane Milton (see attached memo). An additional \$5,000 is requested for any unforeseen labor and/or materials needed to complete the installation.

Funding

Improvements O/T Buildings 001-1102-522.63-00, Project SD0031

Strategic Plan Objective

N/A

BID PROPOSAL TABULATION/CITY OF TARPON SPRINGS Note: This is a preliminary summary. THIS IS NOT AN AWARD		OPENED: July 1, 2025; 3:00 p.m. (EST)		BID TITLE: 250184-B-PH, Fire Alarm Panel		READ BY: Patty Hall	
						TABBED BY: Patty Hall	
						DEPT: Fire Dept.	
ITEM/ QUANTITY	DESCRIPTION BIDDER>>>	**A Total Solution, Inc.		Security Alarm Corporation			
		UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
1	Fire Alarm Panel Installation	1 Job	\$55,986.00	1 Job	\$65,695.00	1 Job	
TOTAL		\$55,986.00		\$65,695.00		\$0.00	

** Disqualified - Nonresponsive - did not provide total bid package



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 Services Director
From: Scott Young, Fire Chief 
Re: Award Contract No. 250184-B-PH, Fire Alarm Panel
Date: July 10, 2025

Recommendation

To award File No. 250184-B-PH, Fire Alarm Panel for the Public Safety Building to the vendor Security Alarm Corporation for one (1) year to include annual inspection, in the amount not to exceed \$70,695.00.

Background

After a competitive bidding process in accordance with city procurement policies, we respectfully submit this memorandum recommending the award of a contract for the installation of a new Fire Alarm System at the Public Safety Building. The current non-working system was damaged during Hurricane Milton and, due to the age of the system, could not be repaired.

The award amount of \$70,695 includes a contingency amount of \$5,000 for any unforeseen work that is not in the current scope.

Funding

The funding source: *Improvements O/T Buildings* 001-1102-522.63-00, project SD0031



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 ALARM PANEL

Date: May 21, 2025

Bid No.: 250184-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., July 1, 2025

at which time bids will be publicly opened and read aloud for:

FIRE ALARM PANEL 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 Bonfire Bidder.

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 ensure 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 plan and facilities for delivery of material and equipment, and 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 June 18, 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 the rejection of the 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: May 21, 2025

Advertise City website/ <https://ctsfl.bonfirehub.com/opportunities>: May 21, 2025

Mandatory Pre-Bid Meeting: June 9, 2025 @ 10:00 AM and June 10, 2025 @ 2:00 PM

Bids due: July 1, 2025 @ 3:00 PM

Award recommendation: July 22, 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.

h) A notice complies with subparagraph (g)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.

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:

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.

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

INTRODUCTION

The City of Tarpon Springs, Florida, is seeking bids from qualified, experienced, and licensed contractors in the State of Florida to replace an existing fire alarm system panel and its ancillary devices with one (1) new addressable fire alarm panel and ancillary devices within in the Public Safety Building. The new alarm system must be non-proprietary and meet all local, state and federal regulations. Bidders must complete a site investigation of existing fire alarm system to provide an accurate bid. Bids shall include, but not be limited to, design, permitting (permitting to be paid by the City), fabrication, installation, labor, materials, equipment and tools necessary to furnish, install and test the new fire alarm system meeting the requirements of this bid and associated documents. Bids shall also include a schedule and timeline for project tasks, inspections required by the warranty, an annual inspection, and service (not including warranty repairs) for the newly installed system for a period of one (1) year from the date of Substantial Completion.

Mandatory site investigations will be conducted at the Public Safety Building, 444 S. Huey Avenue, Tarpon Springs, FL on the following dates:

June 9, 2025 at 10:00 AM

June 10, 2025 at 2:00 PM

Bidders are required to attend one (1) of these site investigations. Sign-In Sheets will be provided for proof of attendance.

3.1. SERVICES SUMMARY DESCRIPTION

The Contractor will be responsible for, but is not limited to:

- 3.1.1. Removal of existing fire alarm system
- 3.1.2. Design and installation of a fully addressable fire alarm system
- 3.1.3. Installation of a new system and demolition of existing system
- 3.1.4. Provide any required engineering and sealed drawings necessary for system design and permitting (permitting to be paid by the City)
- 3.1.5. Provide a schedule and timeline for project tasks.

3.2 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.

3.3 Workmanship

Any and all discrepancies found in the work performed resulting from these specifications shall be rectified within a 48-hour period.

3.4 Safety

Contractor shall take all necessary precautions to ensure 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.

3.5 Bidders Qualifications

The Contractor shall be an established landscape maintenance contractor with a history of successfully executing commercial landscape maintenance Awards. Such history shall be for a

continuous three-year period. Contractor shall have all licenses, certifications and other legal documents necessary to perform the work outlined in this specification. A license for the ground application of pesticides and herbicides is required for the work described herein. An inspection of Bidder's place of business and equipment may be performed prior to award of bid for the purpose of enabling the City representative to determine responsibility.

3.6 Required Bidder Submittals:

To ensure compliance with these requirements Bidders must submit:

- a. References - Provide five (5) references from present or former clients, complete with contact persons telephone number and email address. References shall be work performed within the last three (3) years.
- b. Personnel: A list of personnel qualified to perform this work and employed full time by the bidder including the length of time the employee has been with the firm.
- c. Time Estimate: Estimated time per week, in terms of man-hours, needed to perform this work.
- d. Subcontractors: A list of subcontractors, if any, that are to be employed to fulfill this award.
- e. Equipment: Bidders shall submit a complete list of equipment that is owned by their company and intends to use to fulfill this award. This is necessary for the City representative to determine responsibility.
- f. Licenses, Certifications, Etc.: A list of documents proving ability or authorization to perform the work specified herein to include Pinellas County approved best management practices course for landscape maintenance and current certificates of Insurance.

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 rests 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.

FEDERAL PROVISIONS

Non-state Entity Contracts Under Federal Awards/Grants

This Proposal is being solicited in accordance with the Procurement Requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 as incorporated herein in order to be eligible for reimbursement under the Public Assistance Program.

TERMINATION FOR CAUSE AND CONVENIENCE

If, through any cause, CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if CONTRACTOR shall violate any of the covenants, agreements, warranties or stipulations of this Contract, the City of Tarpon Springs, shall thereupon have the right to terminate this Contract by giving written notice to CONTRACTOR of such termination and specifying the date thereof, at least ten (10) calendar days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, and reports prepared by CONTRACTOR under this Contract shall become the property of the City of Tarpon Springs, and CONTRACTOR shall be entitled to receive just and equitable final compensation for any work satisfactorily completed hereunder provided such compensation is approved by the City of Tarpon Springs, in its sole discretion. Notwithstanding the above, CONTRACTOR shall not be relieved of liability to the City of Tarpon Springs for damages sustained by the City of Tarpon Springs by virtue of any intentional and/or negligent act or omission or any breach of the Contract by CONTRACTOR, and the City of Tarpon Springs may withhold any payment for the purpose of reasonable setoff until such time as the exact amount of damages due the City of Tarpon Springs from CONTRACTOR is determined. CONTRACTOR agrees that the City of Tarpon Springs shall have all rights and remedies afforded to it at law to recover any damages sustained by the City of Tarpon Springs in connection with the work performed by CONTRACTOR under the Contract. In the alternative, the City of Tarpon Springs shall also have all rights and remedies afforded to it in equity to enforce the terms of the Contract. The exercise of any one right or remedy shall be without prejudice the enforcement of any other right or remedy allowed at law or in equity. CONTRACTOR or the City of Tarpon Springs may terminate this contract for its convenience at any time by giving at least thirty (30) calendar days' notice in writing to the other party. If the Contract is terminated by the City of Tarpon Springs and/or CONTRACTOR as provided herein, CONTRACTOR will be paid for the time and work properly provided, and expenses incurred up to the termination date, if such final compensation is approved by the City of Tarpon Springs, in its sole discretion.

EQUAL EMPLOYMENT OPPORTUNITY

Key Definitions.

- i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60- 1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement 39 and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the NFE must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City of Tarpon Springs. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Tarpon Springs, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (Exhibit IV). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing:

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered by telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent the use or submission of covered

telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

ACCESS TO RECORDS

(1) The Contractor agrees to provide the City of Tarpon Springs, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City of Tarpon Springs and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

Either party may request modification of the provisions of this Agreement including the not to exceed amount, duration, scope and rate(s). Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that ARPA and/or FEMA financial assistance/grants will be used to fund all or a portion of the contract. The Contractor will comply with all 16 applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

COPYRIGHT AND DATA RIGHTS

License and Delivery of Works Subject to Copyright and Data Rights.

The Contractor grants to the City of Tarpon Springs, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City of Tarpon Springs or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of Tarpon Springs data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Tarpon Springs.”

BID FORM

BID No. 250184-B-PH

FIRE ALARM PANEL

BIDDER _____

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 PRICING
BID NO. 250184-B-PH
FIRE ALARM PANEL**

**ATTACHMENT A- PRICING TAB ATTACHED AS AN EXCEL
SPREADSHEET**

Bidder acknowledges that all applicable licenses (City, County, State, and Federal) have been obtained and shall provide proof immediately upon request.

Payment: We accept Visa for payment: ___ Yes ___ No. Payment must be processed in ___ days after receipt of proper invoice or services accepted (whichever is the latter).

Price Extension for Additional Units:

The City, through its Procurement Services Director, may during the next twelve months require additional units depending on the City's requirements and availability of funds. Bidders are requested to indicate below the number of months they will extend their bid prices, terms and conditions and the number of additional units they will provide after award of this bid by the City, if applicable.

_____ months for _____ additional units after award of this bid.
(Number) (No. of Units*)

Note: The decision by the bidder to extend or not to extend their prices will NOT be considered in the award of this bid.

* Please insert of number of unit (not to exceed the bid quantity).

Bidder: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____ Email: _____

Printed Name and Title

Authorized Signature

Date

List at least 5 References

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES WHICH ARE SIMILAR IN SCOPE TO THIS PROJECT:

1. Project/Contract Name:	
Dollar Value:	
Contact Name:	
Email:	
Phone Number:	
Agency/Company Name:	
Address:	
Date completed/or if in Progress:	
2. Project/Contract Name:	
Dollar Value:	
Contact Name:	
Email:	
Phone Number:	
Agency/Company Name:	
Address:	
Date completed/or if in Progress:	
3. Project/Contract Name:	
Dollar Value:	
Contact Name:	
Email:	
Phone Number:	
Agency/Company Name:	
Address:	
Date completed/or if in Progress:	
4. Project/Contract Name:	
Dollar Value:	
Contact Name:	
Email:	
Phone Number:	
Agency/Company Name:	
Address:	

Date completed/or if in Progress:	
5. Project/Contract Name:	
Dollar Value:	
Contact Name:	
Email:	
Phone Number:	
Agency/Company Name:	
Address:	
Date completed/or if in Progress:	

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:		
Contact Name:		
Address:		
Address:		
City:	State:	Zip:
Telephone:	Fax:	
E-Mail Address:	Website:	

2. How long has your firm been in business? _____

3. How long has your firm provided these services? _____

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 employ?
Full-time: _____ Part-time: _____

6. Provide information on your employee staffing by category and the number of employees in each category.

Category	# of 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.?
-
-
-
-
8. What tools, vehicles and equipment currently owned by your firm will be utilized to provide the requirements of this Agreement?
-
-
-
-
9. List additional equipment your firm will require to provide services to the City and when and how you plan to acquire the equipment.
-
-
-
-
10. Have you had a contract terminated by a customer in the past 3 years? _____ 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.

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: _____

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.**
- 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.

AGREEMENT EXHIBIT CERTIFICATION

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

The following terms are hereby added to the original Agreement:

1. Scrutinized Companies

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

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

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

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

1.2.2. Is engaged in business operations in Syria.

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

2. E-Verify

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of

this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ATTEST

Company Name

Signature of Corporate Secretary

Signature

Type/Print Name of Corporate Secy.

Type/Print Name

Date

Date

(CORPORATE SEAL)

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: _____

Signature

Witness

(Printed Name)

(Title)

VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LIST

Bidder Vendor Name:

Proposer/Contractor FEIN: _____
Proposer/Contractor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

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:

Date: _____

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: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

Affidavit of Compliance with Foreign Entity Laws

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

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

Date: _____, 20__
Signed: _____
Entity: _____
Name: _____
Title: _____

BID FORM

BID No. 250184-B-PH

FIRE ALARM PANEL

BIDDER

SECURITY ALARM CORPORATION

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>
<u>6/30/25</u>	<u>250184-B-PH</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 PRICING
BID NO. 250184-B-PH
FIRE ALARM PANEL**

ATTACHMENT A- PRICING TAB ATTACHED AS AN EXCEL SPREADSHEET

Bidder acknowledges that all applicable licenses (City, County, State, and Federal) have been obtained and shall provide proof immediately upon request.

Payment: We accept Visa for payment: ☒ Yes ☐ No. Payment must be processed in 30 days after receipt of proper invoice or services accepted (whichever is the latter).

Price Extension for Additional Units:

The City, through its Procurement Services Director, may during the next twelve months require additional units depending on the City's requirements and availability of funds. Bidders are requested to indicate below the number of months they will extend their bid prices, terms and conditions and the number of additional units they will provide after award of this bid by the City, if applicable.

3 months for _____ additional units after award of this bid.
(Number) (No. of Units*)

Note: The decision by the bidder to extend or not to extend their prices will NOT be considered in the award of this bid.

* Please insert of number of unit (not to exceed the bid quantity).

Bidder: SECURITY ALARM CORPORATION

Address: 17776 TOLEDO BLADE BLVD.

City: PORT CHARLOTTE State: FL Zip: 33948

Phone No.: 941 625 9700 Fax No.: _____ Email: J.VAUGHN@SECURITYALARM
CORP.COM

JOHN VAUGHN DIRECTOR
Printed Name and Title

[Signature]
Authorized Signature

6/30/25
Date

List at least 5 References

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES WHICH ARE SIMILAR IN SCOPE TO THIS PROJECT:

1. Project/Contract Name:	Manatee County MSO Desoto Center
Dollar Value:	\$137,285.00
Contact Name:	Brandon Bennett
Email:	brandon.bennett@mymanatee.org
Phone Number:	(941) 748-4501
Agency/Company Name:	Manatee County Property Management
Address:	600 Hwy 301 Blvd. W., Bradenton, FL 34205
Date completed/or if in Progress:	Completed 4/24/2025
2. Project/Contract Name:	Manatee County MSO District 2
Dollar Value:	\$114,685.00
Contact Name:	Brandon Bennett
Email:	brandon.bennett@mymanatee.org
Phone Number:	(941) 748-4501
Agency/Company Name:	Manatee County Property Management
Address:	3500 9th Street West, Bradenton, FL 34205
Date completed/or if in Progress:	Completed 12/23/2024
3. Project/Contract Name:	Manatee County Public Safety-Traffic Management Center
Dollar Value:	\$149,895.00
Contact Name:	Brandon Bennett
Email:	brandon.bennett@mymanatee.org
Phone Number:	(941) 748-4501
Agency/Company Name:	Manatee County Property Management
Address:	2101 4th Terrace East, Bradenton, FL 34203
Date completed/or if in Progress:	Completed 2/20/2024
4. Project/Contract Name:	Orchid Beach Club
Dollar Value:	\$388,500.95
Contact Name:	Gary Glass
Email:	obc_generalmanager@gmail.com
Phone Number:	(941) 388-1562
Agency/Company Name:	
Address:	2050 Benjamin Franklin Drive, Lido Key, FL 34236

Date completed/or if in Progress:	Completed 5/30/2024
5. Project/Contract Name:	Hide-Away Storage - Fort Hamer Road
Dollar Value:	\$32,745.00
Contact Name:	Tom McQuire
Email:	mcquireelectricinc@gmail.com
Phone Number:	(941) 722-7504
Agency/Company Name:	McQuire Electric Inc.
Address:	2600 14th Avenue East, Palmetto, FL 34221
Date completed/or if in Progress:	Completed 3/25/2025

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: SECURITY CORPORATION OF PORT CHARLOTTE

Contact Name: JOHN VAUGHN

Address: 17776 TOLEDO BLADE BLVD.

Address: _____

City: PORT CHARLOTTE State: FL Zip: 33948

Telephone: 9416259700 Fax: _____

E-Mail Address: JVAUGHN@SECURITYALARMCORP.COM Website: SECURITYALARMCORP.COM

2. How long has your firm been in business? 46

3. How long has your firm provided these services? 46

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 employ?
 Full-time: 40 Part-time: _____

6. Provide information on your employee staffing by category and the number of employees in each category.

Category	# of employees
<u>OFFICE</u>	<u>16</u>
<u>TECHNICIANS</u>	<u>24</u>

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.?
DEWEY C STOVER III 40 years exp + 8 years
with company
8. What tools, vehicles and equipment currently owned by your firm will be utilized to provide the requirements of this Agreement?
INDUSTRY TRADE HAND TOOLS
VARIOUS COMPANY VANS/TRUCKS
9. List additional equipment your firm will require to provide services to the City and when and how you plan to acquire the equipment.
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.

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:

JOHN VAUGHN

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.**
- 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.

AGREEMENT EXHIBIT CERTIFICATION

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

The following terms are hereby added to the original Agreement:

1. Scrutinized Companies

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

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

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

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

1.2.2. Is engaged in business operations in Syria.

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

2. E-Verify

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of

this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ATTEST

Signature of Corporate Secretary

Type/Print Name of Corporate Secy.

Date

(CORPORATE SEAL)

SECURITY ALARM CORPORATION
Company Name

[Signature]
Signature

JOHN VAUGHN
Type/Print Name

6/30/2023
Date

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: John Vavich

Signature

[Signature]
Witness

Denver C. Stover
(Printed Name)

Denver C. Stover
(Title)

VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LIST

Bidder Vendor Name: SECURITY ALARM CORPORATION

Proposer/Contractor FEIN: 59-2031701

Proposer/Contractor's Authorized Representative Name and Title:

JOHN VAUGHN

DIRECTOR

Address:

17776 TOLEDO BLADE BLVD

City: FORT CHARLOTTE

State: FL

Zip: 33948

Phone Number:

9416259700

Email Address:

JVAUGHN@SECURITYALARMCORP.COM

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: [Signature]

Who is authorized to sign on behalf of the above-referenced company.

Print Name and Title:

JOHN VAUGHN

DIRECTOR

Date:

6/8/2025

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: 6/30, 2025 Signed: [Signature]

Entity: SECURITY ALARM CORPORATION Name: JOHN VAUGHN

Title: DIRECTOR

Affidavit of Compliance with Foreign Entity Laws

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

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

Date: 6 30, 2025

Signed: [Signature]

Entity: SECURITY ALARM CORPORATION

Name: JOHN VADOFFO

Title: DIRECTOR

ACORD™

Client#: 1767374

SECURCOR1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Dr Ste 400 Tampa, FL 33607-1421 813 321-7500		CONTACT NAME: Ronnie LACHAPELLE PHONE (A/C, No, Ext): 813 321-7500 E-MAIL ADDRESS: ronnie.lachapelle@usi.com FAX (A/C, No):															
INSURED Security Corporation of Port Charlotte dba Security Alarm Corporation 17776 Toldedo Blade Blvd Port Charlotte, FL 33948		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Philadelphia Indemnity Insurance Co.</td><td>18058</td></tr><tr><td>INSURER B : Technology Insurance Company, Inc.</td><td>42376</td></tr><tr><td>INSURER C : Auto-Owners Insurance Company</td><td>18988</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A : Philadelphia Indemnity Insurance Co.	18058	INSURER B : Technology Insurance Company, Inc.	42376	INSURER C : Auto-Owners Insurance Company	18988	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PP Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		PHPK2630115	12/01/2024	12/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		9550044902	12/01/2024	12/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$10,000		PHUB891459	12/01/2024	12/01/2025	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	TWC4519568	12/01/2024	12/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SAMPLE CERTIFICATE TO SHOW PROOF OF INSURANCE.

CERTIFICATE HOLDER

CANCELLATION

Security Alarm Corporation
17776 Toledo Blade Boulevard
Port Charlotte, FL 33948-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





Construction Licensing Board

Pinellas County

Contractor Search Results

There are 1 contractors matching your criteria

Only active licenses

Category	Type	Contractor	Business Name	Status	License	Date Renewed	Phone
Alarm System Contractor I C	Toth, Erick	SECURITY ALARM CORPORATION	299 Santa Marta St, Port Charlotte, FL 33954	A	I-EF0001051	10-12-2023	(941) 625-9700

[Click here to start a new search](#)

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) SECURITY CORPORATION OF PORT CHARLOTTE	
2 Business name/disregarded entity name, if different from above. SECURITY ALARM CORPORATION / PORT CHARLOTTE ANSWERING SERVICE	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see Instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 17776 TOLEDO BLADE BLVD.	Requester's name and address (optional)
6 City, state, and ZIP code PORT CHARLOTTE, FL 33948	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
5	9	-	2	0	3	1	7	0 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person *Jennifer Mener*

Date *01/02/2025*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Officer/Registered Agent Name](#) /

Detail by Officer/Registered Agent Name

Florida Profit Corporation

SECURITY CORPORATION OF PORT CHARLOTTE

Filing Information

Document Number F01421
FEI/EIN Number 59-2031701
Date Filed 09/09/1980
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 08/15/2007
Event Effective Date NONE

Principal Address

17776 TOLEDO BLADE BOULEVARD
PORT CHARLOTTE, FL 33948

Changed: 04/14/2020

Mailing Address

17776 TOLEDO BLADE BOULEVARD
PORT CHARLOTTE, FL 33948

Changed: 04/14/2020

Registered Agent Name & Address

ALLBRIGHT, JUSTIN
17776 TOLEDO BLADE BOULEVARD
PORT CHARLOTTE, FL 33948

Name Changed: 04/14/2020

Address Changed: 04/30/2021

Officer/Director Detail

Name & Address

Title President, Chairman, Director

ALLBRIGHT, JUSTIN
17776 TOLEDO BLADE BOULEVARD
PORT CHARLOTTE, FL 33948

Annual Reports

Report Year	Filed Date
2023	03/17/2023
2024	01/31/2024
2025	04/07/2025

Document Images

04/07/2025 -- ANNUAL REPORT	View image in PDF format
01/31/2024 -- ANNUAL REPORT	View image in PDF format
03/17/2023 -- ANNUAL REPORT	View image in PDF format
04/05/2022 -- ANNUAL REPORT	View image in PDF format
04/30/2021 -- ANNUAL REPORT	View image in PDF format
04/14/2020 -- ANNUAL REPORT	View image in PDF format
02/11/2019 -- ANNUAL REPORT	View image in PDF format
02/14/2018 -- ANNUAL REPORT	View image in PDF format
02/14/2017 -- ANNUAL REPORT	View image in PDF format
02/01/2016 -- ANNUAL REPORT	View image in PDF format
01/13/2015 -- ANNUAL REPORT	View image in PDF format
01/22/2014 -- ANNUAL REPORT	View image in PDF format
01/21/2013 -- ANNUAL REPORT	View image in PDF format
01/27/2012 -- ANNUAL REPORT	View image in PDF format
02/24/2011 -- ANNUAL REPORT	View image in PDF format
01/13/2010 -- ANNUAL REPORT	View image in PDF format
01/30/2009 -- ANNUAL REPORT	View image in PDF format
03/10/2008 -- ANNUAL REPORT	View image in PDF format
08/15/2007 -- Amendment	View image in PDF format
03/15/2007 -- ANNUAL REPORT	View image in PDF format
03/24/2006 -- ANNUAL REPORT	View image in PDF format
02/28/2005 -- ANNUAL REPORT	View image in PDF format
02/13/2004 -- ANNUAL REPORT	View image in PDF format
04/17/2003 -- ANNUAL REPORT	View image in PDF format
03/22/2002 -- ANNUAL REPORT	View image in PDF format
02/05/2001 -- ANNUAL REPORT	View image in PDF format
02/25/2000 -- ANNUAL REPORT	View image in PDF format
03/04/1999 -- ANNUAL REPORT	View image in PDF format
03/30/1998 -- ANNUAL REPORT	View image in PDF format
04/16/1997 -- ANNUAL REPORT	View image in PDF format
02/14/1996 -- ANNUAL REPORT	View image in PDF format
01/24/1995 -- ANNUAL REPORT	View image in PDF format



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ALARM SYSTEM CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TOTH, ERICK

SECURITY ALARM CORPORATION
17776 TOLEDO BLADE BLVD
PORT CHARLOTTE FL 33948

LICENSE NUMBER: EF0001051

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/07/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Security Alarm Corp.
17776 Toledo Blade Blvd,
Port Charlotte, FL 33948
Tel. (941) 625-9700
Fax. (941) 625-9804

Proposal

Client Information

City of Tarpon Springs Public Safety Building
444 South Huey Avenue
Tarpon Springs FL

Proposal Number 42822
Date 6/30/2025 **Expires** 7/30/2025
Salesperson Stover~Chip

Fire Alarm Installation Quote

EF10001051, EF20000843

Thank you for the opportunity to be of service. We are pleased to present the following quote. Labor and materials to supply and install the following Fire Alarm equipment. Quantities and design are based on the drawings provided by City of Tarpon Springs and previously completed annual fire alarm inspection of the facility. The quote includes shop drawings, specifications, and engineering fees.

Security Alarm Corporation (SAC) will remove all of the existing fire alarm devices (both initiating and notification devices) and the existing fire alarm wiring from the facility.

SAC will install new fire alarm wiring and a complete new addressable fire alarm system.



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444 South Huey Avenue
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Proposal Number 42822
Date 6/30/2025 **Expires** 7/30/2025
Salesperson Stover~Chip

Qty	Description
1	VES Compas, Standard Cabinet, English, 10.25 PS, 2 Loop, Red, Network
1	VES Compas Network Module
1	VES Compas UL Media Gateway Module
1	VES Compas Network Vision Annunciator, Red
1	Fireswitch 108 - 10AMP NAC Booster
1	Parallel Power Surge Protector with Lockout Kit
2	12V 18AH Battery W/F-2
2	Toyo 12V 7AH Battery
1	Fire Document Box, Standard Depth - Red [AM2]
1	Napco SLE-MAX2-FIRE MAX2 DS Red Plastic Housing
12	Addressable Manual Pull Station, Dual Action w/ Key Lock (H) -
5	Analog Addressable Adjustable Fixed Heat Sensor & ROR (H)
55	ALO-V 7th Edition Analog Photo Electric Smoke
14	ACD-V CO, Photo Smoke, and Heat Multi-Sensor (for new Elite-RS Panels
62	Sensor Base 6" (H)
12	Low Frequency Sounder Base Aux Power, 7th Edition
1	Heat Detector All Weather 135 (Elevator Pit)
8	DH-100-P Conventional Duct Smoke Detector
8	System Sensor Duct Sampling Tube 3 Feet with Holes
8	System Sensor Remote Test Station
12	Contact Module Miniature (H)
3	Dual Input Module (H)
16	Dual Relay Module Low-H, 2A 30VDC / 0.5A 120VAC
25	Gentex White Horn Strobe Selectable Candela
22	Gentex Wall Mount Selectable Candela Strobe
1	Gentex Weather proof Horn/Strobe Device
1	Fire Alarm Wire
1	New Commercial Fire Alarm Installation



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Date 6/30/2025 **Expires** 7/30/2025
Salesperson Stover~Chip

Qty	Description
-----	-------------

Sub Total \$63,916.54

Sales Tax \$1,778.46

Total This Proposal \$65,695.00

Recurring Charges

Description	Monthly Amount	Frequency
Commercial Fire Inspection	\$35.00	Annual
Commercial Fire Monitoring - VES 5 G LTE	\$39.95	Monthly
Total Recurring Monthly Amount:		\$74.95

Please print name here

Please sign name here

Date Approved



Security Alarm Corp.
17776 Toledo Blade Blvd,
Port Charlotte, FL 33948
Tel. (941) 625-9700
Fax. (941) 625-9804

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City of Tarpon Springs Public Safety Building
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Salesperson Stover~Chip

Qty	Description
-----	-------------

Final design is subject to collaboration with engineer of record and approval by the Authority Having Jurisdiction ("AHJ") based on Contractor/Customer supplied drawings. We respectively reserve the right to review and consider all General Contractor agreements and acknowledge provisions in the drawings that remain subject to final drawings, permit fees, and approval of any required entity. Material and equipment availability is subject to change, outside of SAC's control, and SAC cannot guarantee procurement of specified materials and equipment at costs as of the date of this proposal.

Notes

- Security Alarm Corporation (SAC) will secure the services of an Electrical Contractor, if required, to provide and install all required conduit, back-boxes, grounding, and penetrations needed for the installation of the fire alarm system.
- SAC will secure the services of an Electrical Contractor, if required, to provide and install all required 120 VAC to fire alarm equipment.
- Contractor/Customer to provide SAC with electronic copy of drawings (AutoCAD or clean PDF) for the purpose of fire alarm engineer collaboration and city permitting.
- SAC will secure the services of a Mechanical Contractor, if required, to aid with connection to suppression and extinguishment equipment.
- SAC will secure the services of a Mechanical Contractor, if required, to aid with connection to air handling equipment for the purpose of fire monitoring and shutting down of the equipment.
- If AHJ (Fire Marshal) requires any additional items to be added to fire alarm plans before AHJ approval, a written change order will be submitted and once approved by Contractor/Customer, change order amount will be added to Base Bid amount.
- Permitting fees and costs will be added to the Base Bid amount.
- If an impact fee is added by AHJ, local jurisdiction, or local building/permitting department, the impact fee will be added to Base Bid amount.

Payment Terms

First Draw: 40% due upon issuance of a fire alarm permit
Second Draw: 25% due upon completion of rough-in stage
Third Draw: 25% due upon completion of trim-out stage
Final Draw: 10% upon completion of final inspection

All material and work are guaranteed to be as specified and performed in accordance with the above scope of work and



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Proposal Number 42822
Date 6/30/2025 **Expires** 7/30/2025
Salesperson Stover~Chip

Qty	Description
-----	-------------

completed in a professional manner. SAC is not responsible for any existing wiring, parts, or infrastructure. Any deviation from above specifications involving extra costs will be executed only upon signed, written orders, and will become an extra charge. All agreements are contingent upon strikes, accidents, or delays beyond our control. Contractor/Customer is to carry fire, storm, other perils, and any other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are hereby accepted. SAC is authorized to perform the work as specified. Payment will be made as outlined above. All invoices are subject to a late charge of 1-1/2% per month (18% annually), allowable by law, effective 30 days from invoice date. I agree to pay all costs and reasonable attorney's fees if overdue invoices are placed in the hands of an attorney for collection. This proposal and the estimates included herein are only valid for 30 days from the date of this proposal.

Proposal Accepted by: _____
Title: _____



Memorandum

Date: July 22, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Increase File No. 250001-N-AS, Single Source Purchase of Mental Health Resources (**Jeff Young Police Chief, Janina Lewis Procurement Services Director**)

Recommendation

Increase File No. 250001-N-AS, Single Source Purchase of Mental Health Resources, to Tampa Bay Psychology Associates, LLC (TBPA), through September 30, 2026, from an estimated annual amount not to exceed \$75,000 to \$80,000, an increase of \$5,000, for the Police and Fire Rescue Departments.

Background

On May 28, 2024, the Board approved the award of File No. 250001-N-AS. The purpose of this contract is to provide the City's first responders with ongoing and as needed holistic mental health resources. TBPA is a team of mental health professionals that specialize in the treatment of Law Enforcement, Fire Fighters, and other public safety/emergency responders. The increase is requested due to increased usage of TBPA's services (see attached memo). Pursuant to Florida Statute 287.057 (3) (e) 5, Contract services and commodities are not subject to competitive solicitation requirements of this section: 5). Health services involving examinations, diagnosis, treatment, prevention, medical consultation, or administration. This contract has three (3) additional one (1) year renewal options with an increase not to exceed 5% of the fees during the current term.

Funding

001-1002-521.31-00 \$50,000 FY25 – Police Department
001-1102-522.31-00 \$30,000 FY25 – Fire Department

Strategic Plan Objective

N/A



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 8, 2025

Ref: Modification to Tampa Bay Psychology Associates Contract

The Public Safety Department is requesting to increase the Tampa Bay Psychology Associates File No. 250001-N-AS from an estimated annual amount of \$75,000 to \$80,000, an annual increase of \$5,000 through September 30, 2026.

The additional funds requested for the contract term are needed to cover increased costs resulting from greater use of TBPA's services. The Police Department is currently facing a significant number of retirements, which means we must hire new officers to fill those positions. Each new officer is required to complete a pre-employment psychological evaluation provided by TBPA. At the same time, more of our current staff are utilizing TBPA's counseling and support services due to the ongoing demands of law enforcement work. As a result, both the higher number of pre-employment assessments and the increased use of mental health services by existing personnel have led to greater overall expenditures for psychological services.

Funding:
FY25 001-1002-521.31-00



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
Fax (727) 937-1766

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
THRU: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *AL*
FROM: Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst *AS*
DATE: 05/28/2024
SUBJECT: Award File No. 250001-N-AS, Single Source Purchase of Mental Health Resources

RECOMMENDATION:

Award File No. 250001-N-AS, Single Source Purchase of Mental Health Resources, to Tampa Bay Psychology Associates, LLC (TBPA), effective October 1, 2024 through September 30, 2026, in an estimated annual amount not to exceed \$75,000 for the Police and Fire Rescue Departments.

BACKGROUND:

The purpose of this contract is to provide the City's first responders with ongoing and as needed holistic mental health resources. TBPA is a team of mental health professionals that specialize in the treatment of Law Enforcement, Fire Fighters, and other public safety/emergency responders (see attached memos). Pursuant to Florida Statute 287.057 (3) (e) 5, Contract services and commodities are not subject to competitive solicitation requirements of this section: 5). Health services involving examinations, diagnosis, treatment, prevention, medical consultation, or administration. This contract has three (3) additional one (1) year renewal options with an increase not to exceed 5% of the fees during the current term.

FUNDING: 001-1002-521.31-00 \$45,000 FY25 – Police Department
001-1102-522.31-00 \$30,000 FY25 – Fire Department

Accepted by:

Mal S. Lelan
City Manager

Attest

James S. [Signature]
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: Frank Ruggiero, Assistant Chief of Police 
Date: April 22, 2024
Ref: Tampa Bay Psychology Associates contract renewal

The Police Department (PD) has budgeted \$45,000.00 in FY25 for First Responder mental health services. The PD proposes to enter a contract with Tampa Bay Psychology Associates for a one (1) year period, effective October 1, 2024.

Tampa Bay Psychology Associates is a reputable team of mental health professionals who possess specialized expertise in treating Law Enforcement, Fire Fighters, and other public safety and emergency responders. Their experience and dedication make them an ideal partner for addressing the mental health needs of our first responders.

The importance of providing comprehensive mental health support to our first responders cannot be overstated, given the challenging nature of their work. The proposed contract aims to ensure that our personnel have access to the necessary resources and care to maintain their mental well-being while serving the community.

Funding for this will come out of account: Professional Services 001-1002-521.31-00 FY25.



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

WWW.TSPD.US

"A Full Service Accredited Law Enforcement Agency"





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 Services Director
From: Scott Young, Fire Chief 
Re: Tampa Bay Psychology Associates contract renewal
Date: April 5, 2024

Recommendation

The Fire Department requests approval of a contract with Tampa Bay Psychology Associates LLC, for first responder mental health services for a period of two (2) years, effective October 1, 2024, in an estimated annual amount not to exceed \$30,000.

Background

Providing ongoing and as needed mental health services for the City's first responders is an integral part of maintaining high job performance and their overall wellbeing.

Tampa Bay Psychology Assoc. includes a team of mental health professionals that specialize in the treatment of Law Enforcement, Fire Fighters EMS and other public safety/emergency responders.

Funding

FY25 Funding for this will come out of account: *Professional Services 001-1102-522.31-00.*

AGREEMENT FOR SERVICES

THIS AGREEMENT entered this 28th day of May, 2024, by and between the CITY OF TARPON SPRINGS ("City"), a Florida municipal corporation, 324 East Pine Street, Tarpon Springs, Florida 33765 and Tampa Bay Psychology Associates, LLC ("Professional"), a Florida corporation, 111 North Belcher Road, Suite 101, Clearwater, Florida, 33765.

WHEREAS, the City recognizes that first responder work is stressful, dangerous, and often stigmatized. Research has shown time and again that Police and Firefighter Personnel's occupational stress is directly related to higher rates of heart disease, divorce, sick days taken, alcohol abuse, and major psychological illnesses such as acute stress disorder, post-traumatic stress disorder, depression, and anxiety disorder. As such, the City desires to address mental health challenges faced by the police officers and fire personnel by proactively providing mental health training, counseling, and other services;

WHEREAS, Professional agrees to provide training, consultation, participation in activities, response to and debriefing of critical incidents, individual counseling, psychological assessment, referral services, and other ancillary and supplementary psychological services in support of the Tarpon Springs Police and Fire Departments.

NOW THEREFORE, in consideration of the mutual promises stated herein, the City and Professional mutually agree as follows:

1. SCOPE OF PROJECT

Professional agrees to provide all psychological counseling and assessment services required by the Tarpon Springs Police and Fire Departments (the Tarpon Springs Public Safety, TSPS), which services are more particularly described as follows

A. Training, Consultation & Participation in TSPS Activities:

Professional may be requested to participate in TSPS meetings or provide training to TSPS personnel to enhance professional understanding of specific psychological related topics. Trainings may include educational presentations at in-service trainings, post fire/police academy training, or other training at city-wide events. From time to time, police and fire trainers, supervisors, managers, or other TSPS leaders may request consultations with Professional to develop trainings, assist with supervision or evaluation of fire/police personnel, or provide recommendations with respect to handling a sensitive or volatile situation.

At the request of TSPS, Professional shall conduct or assist TSPS personnel with regularly scheduled training sessions, to include, but not limited to, the following:

General and Educational Training (open to all TSPS employees)

General trainings will focus on various aspects of mental health, behavioral health, and general wellness (alcoholic beverage awareness, etc.). Trainings may be variable in length at the mutual discretion of TSPS and Professional. Trainings will be delivered by Professional via in-person seminar. Topics will be mutually agreed upon by TSPS and Professional.

Professional may develop and record education modules to cover a broad range of topics related to mental and behavioral health. The specific topic for each module will be mutually agreed upon by TSPS and Professional. All recordings will be made available to TSPS employees on a TSPS employee web page, in a format provided by TSPS.

Professional will provide, as requested by TSPS, consultation services to TSPS administration regarding organizational issues (e.g., field training specific to mental health issues, the management of prolonged crisis events, such as collapses, TSPS employee performance/behavior problems, and general mental health/stress management).

In Professional's performance of the services described in this sub-paragraph, Professional will not be required to divulge any information to TSPS that is deemed by Professional to be confidential.

B. Critical Incidents:

A line of duty death or potentially fatal injury to an employee are perhaps the most extreme stressors employees of a public service agency can experience. If such an incident should occur affecting a TSPS employee, Professional may be requested to respond to the hospital, a fire station to assist those impacted by the incident, or directly to the scene to intervene with responding members and/or TSPS employees.

The Professional may be contacted for consultation by phone regarding critical incidents, including but not limited to: SWAT callouts, homicide investigations, fire scenes, medical calls and other high risk, complex incidents where Professional may be able to assist in resolving the incident through psychological consultation or other psychological interventions.

Individual counseling and/or debriefings for TSPS employees involved in critical incidents shall occur as requested by TSPS. Intervention with affected TSPS employees shall occur within 72 hours of the incident unless otherwise approved by TSPS.

C. Individual Counseling:

TSPS employees may independently request individual counseling after critical incidents or for support during personal crises on their own initiative. Appointments requested by TSPS employees, directly in response to a critical incident, shall be provided within 24 hours following the reporting of an incident. Appointments requested in response to personal crises, including issues, concerns or needs related to marriage, parenting, substance abuse, stress or grief shall be provided at a time mutually convenient for Professional and the requesting TSPS employee.

TSPS employee-initiated services will be confidential, with employee names omitted from any documentation which may be provided to TSPS. Professional shall be responsible for supplying her own office space to perform individual counseling services under this Agreement but may perform services on TSPS premises at TSPS 's request.

TSPS shall notify Professional when a TSPS employee is mandated to meet with Professional. For those TSPS employees who are mandated to meet with Professional, such as officers involved in lethal encounter, Professional shall notify TSPS when the appointment is completed.

This notification will include only verification of attendance. Notification may be facilitated by email or letter provided directly to TSPS. If Professional has concerns about an employee's ability to return to duty, Professional may speak directly to TSPS's Administrative Major, any Deputy Chief or the Chief of Police or Fire Chief about such concerns.

Upon termination of this Agreement, Professional should refer all active TSPS clients to another service provider, who has been approved by the City/ TSPS, as required by professional and ethical standards. Alternatively, employee(s) may continue to seek services through Professional at the employee's expense.

Professional is not authorized to provide individual counseling services pursuant to this Agreement to TSPS employees who have filed a Workers' Compensation claim. Prior to providing individual counseling services to any TSPS employee, Professional shall be responsible for verifying that the TSPS employee has not filed a Workers' Compensation claim.

D. Pre-Employment Evaluations

Professional will be retained by TSPS to complete psychological evaluations for public safety applicants. Evaluations may include, but not limited to Pre-employment, Fitness for Duty, or Post-Shooting Clearances. Evaluations will ascribe to CFA accreditation standards and utilize testing instruments relevant to the purposes of assessing psychological candidacy or continued fitness of law enforcement and dually certified fire fighter applicants and incumbents. Evaluations will be conducted exclusively by doctoral level professionals with knowledge and expertise in public safety psychology as assigned by Professional. Findings of evaluations will be reported directly to TSPS.

E. Availability and Contact Information:

Professional shall provide TSPS with at least one contact telephone number by which Professional may be contacted during normal business hours (Monday through Friday, 08:00 to 5:00). If Professional is unavailable during normal business hours, Professional shall utilize a messaging service or other mechanism to process incoming calls. Professional must return messages within one hour unless Professional is treating a patient or in session with a patient at such time, and in such case, Professional shall return messages as soon as reasonably practicable.

Professional shall provide at least one after-hours contact telephone number to TSPS by which the Professional may be contacted outside of normal business hours. This number will be utilized in the event of an urgent or critical incident involving fire department personnel, line of duty death, or a catastrophic or fatal injury to a TSPS employee.

Professional will ensure that, in the event Professional will be unavailable to perform services pursuant to this Agreement for a period of more than 24 hours, an equally qualified subcontractor shall be available to perform the services set forth herein at Professional sole cost and expense. Professional shall ensure that the subcontractor is qualified and acceptable to TSPS no later than 48 hours before Professional's anticipated unavailability.

F. Activity Summary:

On a date no later than the 15th day of each month during the Term, Professional shall provide Tarpon Springs Fire and Police Departments with an activity summary to include, at a minimum, the following statistics for the previous month:

- (i) Total number of employees seen, and hours of service provided to each employee.
- (ii) Number of "no shows" or late cancellations.
- (iii) Total number of worksite visits and number of hours at each visit.
- (iv) List of training/education classes offered, including topic, number of employees in attendance and hours of training provided.
- (v) Number of callouts and hours of service provided for each call-out.
- (vi) Number of consultations provided, and total time spent in this activity.

2. TIME OF PERFORMANCE

3. This Contract shall commence on October 1, 2024 and shall terminate on September 30, 2026. Upon each subsequent term year, an increase that will not exceed 5% of the fees in effect during the then-current term year will be applied.

4. RENEWAL

This Contract may renew for up to three (3) additional one (1) year terms by mutual written agreement of the parties with an increase that will not exceed 5% of the fees in effect during the then-current Term.

4. COMPENSATION

The City will pay Professional a sum not to exceed \$75,000.00, inclusive of all

reasonable and necessary direct expenses per year. The City may, from time to time, require changes in the scope of the project to be performed by Professional hereunder. Such changes, including any increase or decrease in the amount of Professional's compensation and changes in the terms of this Contract which are mutually agreed upon by and between City and Professional shall be effective when incorporated in written amendment to this Agreement.

The following Fee Schedule will apply to services provided under this Agreement:

For maintaining a contact telephone number for continual access as outlined in Section 1E., TSPS will pay Professional a pro-rated sum of	\$18,000.00 (PD) + \$9600.00 (FD) for the present term.
On-site CISM/Debriefing/Critical Response	\$250.00 per one (1) hour session
Counseling sessions	\$165.00 per one (1) hour session
Annual Mental Health Check-in	\$165.00 per one (1) hour session
Annual Mental Health Evaluation	\$250.00 per evaluation
Post-Shooting Clearance	\$300.00 per evaluation
Pre-Employment Evaluation	\$500.00 per evaluation
Fitness For Duty Evaluation to include meetings, records review, interviews, report writing, testing, etc.	\$300 per one (1) hour
Topical Training	\$300.00 per one (1) hour block

5. METHOD OF PAYMENT

Professional's invoices shall be submitted to Tarpon Springs Fire and Police Departs for approval for payment monthly in conjunction with the monthly Activity Summary. The City agrees to pay after approval in accordance with the Florida Local Government Prompt Payment Act §218.70, Florida Statutes.

The City's performance and obligation to pay under this Contract is contingent upon an annual appropriation of the City's budget.

6. NOTICES AND CHANGES OF ADDRESS

Any notice required or permitted to be given by the provisions of this Agreement shall be conclusively deemed to have been received by a party hereto on the date it is hand delivered to such party at the address indicated above (or such other address as such party shall specify to the other party in writing), or if sent by registered mail or certified mail (postage Prepaid) on the fifth (5th) business day after the day on which the notice is mailed and properly addressed.

7. TERMINATION OF CONTRACT

The City at its sole discretion may terminate this Contract by giving Professional a ten (10) day written notice of its election to do so and by specifying the effective date of such termination. Professional shall be paid for its services through the effective date of such termination. Further, if Professional shall fail to fulfill any of its obligations hereunder, this Agreement shall be in default, the City may terminate the Agreement, and Professional shall be paid only for work completed.

8. INDEMNIFICATION AND INSURANCE

Professional shall defend, indemnify and hold harmless the City of Tarpon Springs, from and against any and all liabilities, claim demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature caused by or are alleged to be caused by Professional or any of its affiliates, contractors, sub-contractors, members, employees, agents and representatives, excepting any liability or claim arising or growing out of the gross negligence or willful misconduct of the City, its employees, or officials.

Nothing herein shall be construed to waive or modify the provisions of Section 768.28, Florida Statutes or the doctrine of sovereign immunity.

Professional covenants that at all times while this Agreement is in effect it will maintain the following insurances:

Commercial General Liability Insurance coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.

Commercial Automobile Liability Insurance coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.

Unless waived by the State of Florida, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and Employer's Liability Insurance in the minimum amount of \$100,000 (one hundred thousand dollars) each employee each accident, \$100,000 (one hundred thousand dollars) each employee by disease and \$500,000 (five hundred thousand dollars) aggregate by disease with benefits afforded under the laws of the State of Florida. Coverage should include Voluntary

Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, sub-contractors, volunteers, if any.

Professional Liability Insurance/Medical Errors and Omission/Malpractice with minimum limits of \$1,000,000 (one million dollars) per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

9. PROPRIETARY MATERIALS

Upon termination of this Agreement, Professional shall transfer, assign and make available to PSPS or its representatives all property and materials in Professional's possession belonging to or paid by the City.

10. INTERESTS OF PARTIES

Professional covenants that its officers, employees, and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance and/or provision of services required under the terms and conditions of this Contract.

11. CONFORMANCE WITH LAWS

Professional agrees to comply with all applicable federal, state, and local laws during the life of this Agreement.

12. ATTORNEY FEES

In the event either party seeks to enforce this Agreement through attorneys at law, then the parties agree that each party shall bear its own attorney fees and costs.

13. GOVERNING LAW AND VENUE

The laws of the State of Florida shall govern this Contract, and any action brought by either party shall lie in the Middle District of Florida or Pinellas County, Florida.

14. CONFIDENTIALITY

Each party ("Receiving Party") shall not disclose, publish, or disseminate the Confidential Information (as defined below) of the other party ("Disclosing Party") to anyone other than those of such Receiving Party's employees and sub-contractors

with a need to know, or as may be required by legal process or applicable Laws (including but not limited to Chapter 119, Florida Statutes, and the court decisions construing the same). Each party agrees to accept the other party's Confidential Information for the purposes of carrying out such Receiving Party's authorized activities under this Agreement. Each party agrees not to make copies of the other party's Confidential Information except to the extent permitted pursuant to this Agreement. Each party agrees not to use the Confidential Information of the other party for its own or any third party's benefit without the prior written approval of an authorized representative of the Disclosing Party in each instance. In the event a Receiving Party is required to disclose the Disclosing Party's Confidential Information in accordance with applicable Laws or by an order of a court or governmental agency, the Receiving Party shall give written notice to the Disclosing Party to enable the Disclosing Party to make a reasonable effort to obtain a protective order or other confidential treatment for the Confidential Information. Such notice shall be provided prior to disclosure unless otherwise required by court order or applicable Laws. Professional acknowledges that, in the event of a public records request, the City may be limited in the amount of notice that it may be able to provide Professional prior to disclosure of records and agrees that the City Attorney shall have the sole and absolute discretion to determine when public records must be released in order to comply with Chapter 119, Florida Statutes, and the court decisions construing same. By designating information as Confidential Information, Professional agrees to indemnify and hold harmless the City, its officials, or employees for any award to the plaintiff for damages, costs and reasonable attorney's fees incurred by the City by reason of any legal action challenging a claim. Professional shall require as a condition of any sub-contractor that the sub-contractor expressly acknowledges and agrees to be bound by the same confidentiality requirements to which Professional is bound by this Agreement.

"Confidential Information" means confidential and proprietary information of either party that is disclosed to the other party which, in the case of written information, is marked "confidential" or "proprietary" and which, in the case of information disclosed orally or stored electronically, is identified at the time of disclosure as confidential and proprietary and summarized and confirmed in writing as such by the Disclosing Party within thirty (30) days of the disclosure. Confidential Information shall not include information that (i) as of the Effective Date or after the Effective Date is or becomes generally available to the public through no fault or breach of the Receiving Party; (ii) the Receiving Party can demonstrate to have had rightfully in its possession prior to disclosure by the Disclosing Party; (iii) is independently developed by the Receiving Party without the use of any Confidential Information; or (iv) the Receiving Party rightfully obtains from a third party who has the right to transfer or disclose it. No representations, expressed or implied, are being made through the disclosure of Confidential Information.

15. CITY PROPERTY.

To the extent permitted by applicable Laws, all studies, generic reports, and data compilations prepared by Professional pursuant to this Agreement, shall be the

exclusive property of the City. Professional shall deliver such City property to City prior to final payment. Notwithstanding anything to the contrary herein, Professional shall be the Records Owner, as defined in Section 456.057, Fla. Stat., of all patient records.

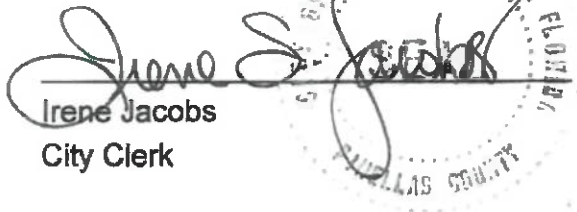
IN WITNESS WHEREOF, each Party represents that it has read this Contract and agrees to perform in accordance with the terms and conditions contained herein. Each Signatory to this Agreement warrants by affixing his or her signature below that he or she is duly authorized to bind the Party whom such Signatory represents.

City of Tarpon Springs, Florida



Mark LeCouris
City Manager

Attest:



Irene Jacobs
City Clerk

Tampa Bay Psychology Associates:



Brandy Benson, Psy.D.
Tampa Bay Psychology Associates, CEO
Licensed Psychologist PY 9648

6/6/2024
Date



Memorandum

Date: July 22, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 250212-N-PH, Single Source Purchase of Vactor and Elgin Original Equipment Manufacturer (OEM) Parts and Service (**Bob Robertson Interim Public Works Director, Derrick Harris Fleet Operation Coordinator, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 250212-N-PH, Single Source Purchase of Vactor and Elgin Original Equipment Manufacturer (OEM) Parts and Service to Environmental Products Group in an estimated annual amount of \$150,000.00 for the period of July 26, 2025 through July 25, 2026 for the Public Works Department – Fleet Maintenance Division.

Background

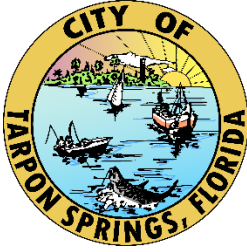
This contract is to provide OEM parts and service for the City's Vactor and Elgin powered vehicles and equipment which are used city-wide (see attached memo). Environmental Products Group is the sole authorized dealer of Vactor and Elgin products and repair services in the Tampa Bay area. A single source notification was posted on the City's bidding website, Bonfire, and the Procurement Services Department received no challenges to this notification.

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: Bob Robertson, Interim Public Works Director

From: Derrick Harris, Fleet Operation Coordinator

Date: July 2, 2025

Re: Authorize File No. 250212-N-PH, Single source Purchases of OEM Vactor and Elgin parts and Service with Environmental Products.

Recommendation:

Authorize single source Contract File No. 250212-N-PH, with Environmental Products Group, effective July 26, 2025, through July 25, 2026, in an estimated annual amount of \$150,000, for the Public Works Department- Fleet Maintenance Division (Fleet).

Background:

The City currently owns and operates an Elgin Streetsweeper utilized by the Stormwater Division and a Vactor vacuum truck utilized by the Sewage Collections Division. Proper maintenance of this equipment is essential to Public Works' and Public Services operations and longevity of the equipment's lifespan. Environmental Products Group is the sole authorized dealer for both Elgin and Vactor OEM equipment, parts and service in the Tampa Bay area. Authorization of this contract will allow Fleet to make as needed purchases of Elgin and Vactor OEM equipment, parts and services required to maintain the City's equipment.

Funding:

Funding will be determined as orders are placed.



FEDERAL SIGNAL
Environmental Solutions

Advancing security and well-being.

July 2nd, 2025

Derrick Harris

City of Tarpon Springs

Mr. Harris,

Thank you and everyone involved within the City for your interest in Vactor sewer cleaners. Environmental Products Group is the sole source for Vactor equipment, parts and service in the State of Florida east of the Apalachicola River. Environmental Products Group is the only factory authorized sales and service center for Vactor products, parts and service in this area.

This statement is submitted on behalf of Federal Signal Corporation, Vactor Manufacturing and Environmental Products Group. If you have any questions or concerns regarding this matter, please do not hesitate to call me.

Richard Murray
Regional Sales Manager
Vactor Manufacturing
(630)-659-5673
rmurray@fsepg.com



FEDERAL SIGNAL
Environmental Solutions

Advancing security and well-being.

July 2nd , 2025

Derrick Harris
City of Tarpon Springs
325 E. Pine Street
Tarpon Springs, FL 34689

Mr. Harris,

Thank you and everyone involved within the City for your interest in Elgin street sweepers. Environmental Products Group is the sole source for Elgin equipment, parts and service in the State of Florida east of the Apalachicola River. Environmental Products Group is the only factory authorized sales and service center for Elgin products, parts and service in this area.

This statement is submitted on behalf of Federal Signal Corporation, Elgin Sweeper Company and Environmental Products Group. If you have any questions or concerns regarding this matter, please do not hesitate to call me.

Sincerely,

Richard Murray
Regional Sales Manager
Elgin Sweeper Company
(630)-659-5673
rmurray@fsepg.com



Memorandum

Date: July 22, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Award File No. 250061-B-AS, Leak Detection Services (**Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Heather Estright Water Conveyance Supervisor, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 250061-B-AS, Leak Detection Services, to McKim & Creed, Inc., in an estimated total amount not to exceed \$75,995, for the Public Services Department – Reverse Osmosis Water Treatment Facility (ROWF).

Background

The purpose of this contract is to conduct a systematic leak detection survey of the City's potable water distribution system to reduce water loss within the city. This will help identify water line replacement for current and future CIP prioritization and generate operational cost savings through a reduction in non-revenue water. The project will use acoustic listening devices and remote data correlators setup in grids throughout the city to identify leakage. Each discovery will be prioritized for repair or replacement. The results of this project will be tabulated and assessed as part of the City's water loss control program (see attached memo). Procurement Services issued a competitive bid (250061-B-AS), and one (1) bid was received. The single bid received was responsive to the bid requirements and deemed fair and reasonable based on competition and historical spend paid by the City for similar leak detection services.

Funding

FY25 budget, account no. 402-4305-536.6300 project #WS2417 - ROWF

Strategic Plan Objective

N/A



Public Services Department

Memorandum

Date: July 14, 2025

To: Janina Lewis, Procurement Services Director

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

TK

From: Heather Estright, Water Conveyance Supervisor

Subject: Authorization to Award Contract File No. 250061-B-AS, to McKim & Creed, Inc., for Potable Water Leak Detection Services.

Recommendation

Award Contract File No. 250061-B-AS to McKim & Creed, Inc. for potable water leak detection Services, in an estimated total amount not to exceed \$75,995, to supply as-needed services to locate and identify leaks within the City's potable water service area.

Background

The purpose of this contract is to conduct a systematic leak detection survey of the City's potable water distribution system in an effort to reduce water loss within the City. This will assist in identifying water line replacement for current and future CIP prioritization as well as generate operational cost savings through a reduction in non-revenue water.

This project will include the use of acoustic listening devices, and remote data correlators set up in grids throughout the City to identify leakage. Upon discovery each leak will be prioritized for repair or replacement. This effort is a pilot project to use bottom-up water loss field assessment to reduce non-revenue water in the potable water system and achieve water conservation goals. The results of this effort will be tabulated and assessed with operational saving data to assess the effectiveness of this practice for future water loss control efforts in the City. This will enable the City to further its water loss control program and implement future water loss intervention practices at the economical level of water loss intervention. This effort will also provide a GIS database of found leaks to assist in water main condition assessment for a scheduled water distribution master plan in 2026.

Funding

Funds will be set aside in Water Treatment accounts 402-4305-536.6300 in the FY 2025 budget.

Tabulation of Submittals
For
Bid No. 250061-B-AS
Leak Detection Services
Thursday, July 10, 2025 @ 3:00 p.m.

Company	Amount
McKim & Creed, Inc. Raleigh, NC	\$75,995.00

Broadcast: 581

Planholders: 6

Responses: 1

Bids from the companies listed herein are the only bids received timely as of the above opening date and time. All other bids submitted in response to this Bid, if any, are hereby rejected as late.



RFQ No. 250061-B-AS

ELECTRONIC

CITY OF TARPON SPRINGS LEAK DETECTION SURVEY

JULY 10, 2025

SUBMITTED TO:
City of Tarpon Springs
324 Pine St.
Tarpon Springs, FL 34689
727.943.4837

SUBMITTED BY:
MCKIM & CREED
Wilmington, NC
910.343.1048 | mckimcreed.com



July 10, 2025

City of Tarpon Springs
324 Pine St, Tarpon Springs, FL 34689
727.943.4837



RE: City of Tarpon Springs Leak Detection Survey

Dear Members of the Selection Committee

McKim & Creed, Inc. is pleased to submit our proposal to conduct a leak detection survey for the City of Tarpon Springs. Our team has a strong track record of delivering high-quality water main leak detection services. We utilize advanced acoustic technologies and industry best practices to support system sustainability and the implementation of non-revenue water (NRW) programs.

In addition, McKim & Creed has a proven history of working with the City of Tarpon Springs, having successfully provided other water system services. We will approach this project with the same level of excellence and commitment to further enhance client satisfaction.

In reference to the service agreement for the subject project, McKim & Creed (provider) will perform for the City of Tarpon Springs the scope of services as outlined below. Provider will perform an acoustic leak detection survey in an effort to address system sustainability and NRW program implementation and execution within the utility's potable water distribution system.

We are confident that our experience, technology, and commitment to excellence make us a strong partner for the City of Tarpon Springs in achieving its water system sustainability goals. We appreciate the opportunity to submit our proposal for consideration and look forward to furthering our relationship with the City through the execution of these services if awarded.

Sincerely,

McKim & Creed, Inc.

Tony Popolo

Operations Director

E: apopolo@mckimcreed.com

P: 910.274.5095

INDUSTRY RANKINGS



#155

TOP 500
DESIGN FIRM
[ENR]



#141

TOP 200
ENVIRONMENTAL
FIRM [ENR]



#11

TOP ENGINEERING
FIRM - TAMPA BAY
BUSINESS JOURNAL



#8

TOP TRENCHLESS
TECHNOLOGY FIRM



City of Tarpon Springs, FL

CITY OF TARPON SPRINGS LEAK DETECTION SURVEY



TABLE OF CONTENTS

1.	Firm Overview	03
2.	Commitment to Safety	09
3.	Project Approach	11
4.	Fee & Addendum Acknowledgment	17



1 FIRM OVERVIEW

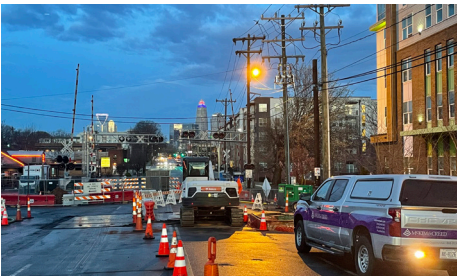
1 Firm Overview

WHO WE ARE & WHAT WE DO

We are an **employee-owned engineering** and surveying firm of people helping people solve complex, demanding infrastructure challenges. Our proven integrated approach leverages national and localized subject matter experts who can provide fresh ideas based on lessons learned from a wide array of clients, while still being available to support you at a moment's notice.

Our technical specialties include civil, instrumentation & controls, electrical, mechanical, and structural engineering; industrial design-build services; airborne and mobile LiDAR/scanning; unmanned aerial systems; subsurface utility engineering; and hydrographic and conventional surveying services for the energy, transportation, federal, land development, water, and building markets.

OUR DIVERSITY OF SERVICES RESULTS IN EFFECTIVE SOLUTIONS:



WATER ASSET MANAGEMENT



GEOSPATIAL



MECHANICAL, ELECTRICAL, PLUMBING

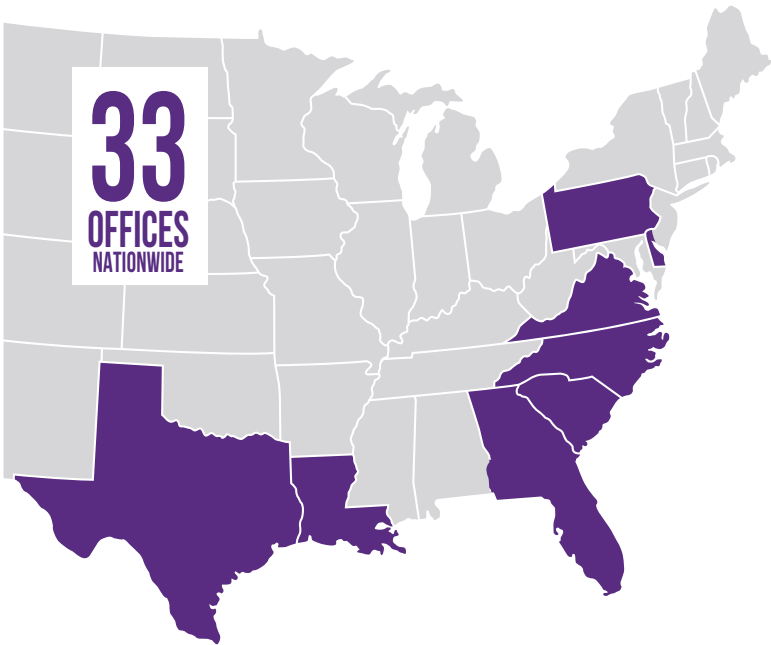


WATER AND WASTEWATER



DESIGN-BUILD

OUR PASSION TO HELP OTHERS
MOTIVATES US TO MAKE A
DIFFERENCE.



FLORIDA

Boca Raton
Clearwater
Daytona Beach
Fort Myers
Jacksonville
Orange City
Orlando
Palm Coast
Pensacola
Sarasota
Tampa

TEXAS

Austin
Dallas-Fort Worth
Houston
Stafford

VIRGINIA

Norfolk
Charlottesville

DELEWARE

Newark

PENNSYLVANIA

Pittsburgh
Sewickley

N. CAROLINA

Asheville
Charlotte
Raleigh
Wilmington

S. CAROLINA

Charleston
Greenville

GEORGIA

Atlanta

LOUISIANA

Baton Rouge
Gonzales

With over 900 team members across 33 offices, our team of local professionals will provide the same attention to detail to all work assignments, regardless of size.

Water Resources

Water infrastructure in the United States serves 190 million people through more than 16,000 plants and 600,000 miles of pipeline. Ongoing access to clean / safe water is a major focus for our team.

Our award-winning water management engineers consistently strive to develop new and efficient ways to improve, sustain, clean, manage and maintain our nation's water. And we find unique solutions for additional and alternative water sources when supply is an issue.

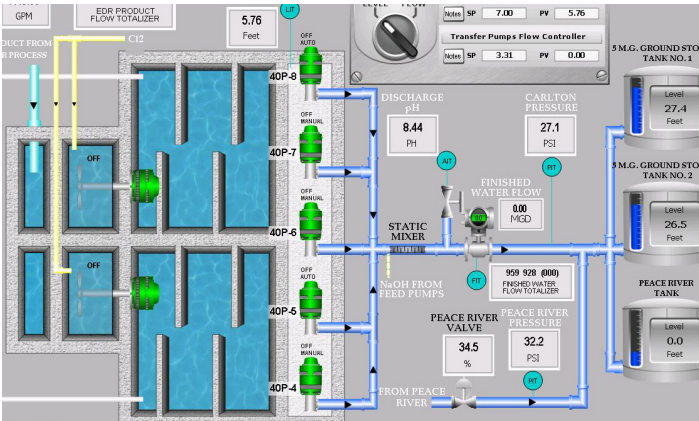
McKim & Creed plans and designs systems that treat, preserve and conserve the earth's finite water resources. Systems that include infrastructure that prevent water loss, meet stringent regulations and improve drinking water quality. Open-source I&C/SCADA systems and hydraulic models that help communities leverage their infrastructure. Water reuse systems that conserve potable water.

Stormwater programs that manage entire watersheds. Wastewater treatment plants that produce safe, clean effluent. And survey data for floodplain mapping, surge models, sea level rise studies and pre and post-storm surveys.

SERVICES

- | | |
|---|---|
| ✓ Construction Administration | ✓ Permitting |
| ✓ Construction Observation | ✓ Plant Start-Up |
| ✓ Distribution System Design | ✓ Rate Studies |
| ✓ Engineering Reports | ✓ Regulatory Compliance Support |
| ✓ Environmental Reports | ✓ Storage |
| ✓ Environmental Assessments | ✓ Supply Surveying & Mapping |
| ✓ Feasibility Studies | ✓ System Analysis |
| ✓ Funding Application | ✓ Treatability Studies |
| ✓ Infrastructure Rehabilitation | ✓ Water Resource Development and Planning |
| ✓ Line Replacement | ✓ Water Resources Management |
| ✓ Master Planning | |
| ✓ Operations Support & Program Management | |





INSTRUMENTATION & CONTROLS/SCADA

Through our approach of collaborative teamwork, outstanding engineering design, seamless system integration, thorough training and ongoing support, we plan, design and implement in-plant and system-wide instrumentation and controls / SCADA systems that enable utilities to operate efficiently, effectively and safely.



WASTEWATER MANAGEMENT

At McKim & Creed, our engineers work with government and private entities to plan, build and maintain wastewater systems that incorporate the most effective technologies to meet the community's needs.



DESIGN BUILD

Our alternative delivery professionals are experienced in all aspects of design-build, including project development, design, estimating, procurement, scheduling, budget management, safety, construction, start up, operations and project management.



WATER MANAGEMENT

Our award-winning water management engineers consistently strive to develop new and efficient ways to improve, sustain, clean, manage and maintain water.



RENEWAL & REPLACEMENT

McKim & Creed's closed circuit TV (CCTV) inspection systems provide a full, 360-degree interior view of your aging infrastructure. High-quality imagery coupled with faster production rates mean that your dollars can be spent fixing your aging infrastructure issues, rather than simply studying the problem.



TRENCHLESS TECHNOLOGY

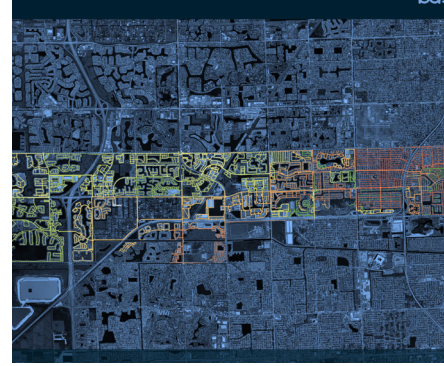
McKim & Creed has been recognized as one of the top 50 trenchless design firms in the U.S. by Trenchless Technology magazine and was ranked 8th in 2023 for Trenchless Engineering. The firm provides award-winning services, including subsurface utility engineering, infrastructure renewal and replacement, and engineering, for hundreds of trenchless projects each year.

“

"We absolutely love the work they do for us with our leak detection program. The professionalism and knowledge they have is amazing, we look forward to working with them in the near future."

SABRINA CLARK
ADMINISTRATIVE COORDINATOR

Village of Miramar, Florida | Leak Detection Services Contract



Water Asset Management

QUALIFICATIONS & EXPERIENCE

McKim & Creed acquired Matchpoint, a non-revenue water and water loss recovery company, in October 2020. The former Matchpoint team now operates as the Water Asset Management division under McKim & Creed's comprehensive water services umbrella, enhancing the team's strength with additional resources, expertise, and experience. While vision drives us, value is our promise. We are committed to helping clients conserve valuable resources by revitalizing water infrastructure.

**WATER IS INVALUABLE AND IT IS OUR MISSION
TO SAVE AND MAKE BETTER USE OF IT.**

We offer a comprehensive suite of SMART water solutions that support the stewardship efforts of utilities, municipalities, and commercial enterprises across North America and the Caribbean. Our offerings include innovative technology, expert training, skilled support, and turnkey service solutions for effective water asset management. The Water Asset Management (WAM) team at McKim & Creed boasts over 100 years of combined expertise in the water industry and water loss management. Data as a Service Solutions are central to WAM's methodology, utilizing robust technologies and best practices grounded in validated and historical data collected from system sensors. This data-driven knowledge empowers organizations to make swift and reliable decisions, with solutions tailored to each customer's specific needs.



esri

In addition to our field services, we established a Certified Service Center in North Carolina in 2016 to better serve clients by providing service, repair, and calibration of leak detection and network monitoring equipment. **McKim & Creed has been a business partner with ESRI, a GIS software for mapping and spatial analytics, for over 16 years.** Our commitment to customer objectives is at the core of our operations. We collaborate closely with clients and their teams to ensure our solutions effectively and efficiently meet their needs.

SERVICES

- ✓ Leak Detection: Acoustic and in-pipe inspections
- ✓ Network Monitoring and Data Analytics
- ✓ DMA & Data as a service system, Including Infrared Assessment
- ✓ Training and Support
- ✓ Rental Program
- ✓ Equipment Service, Repair, and Calibration
- ✓ Consultation and Design Services
- ✓ Asset Management
- ✓ Subsurface Utility Engineering (SUE)
- ✓ GPS/GNSS Data
- ✓ GIS Mapping Partnered with ESRI

McKim & Creed's Water Asset Management division offers a comprehensive suite of solutions designed to empower utilities, municipalities, and commercial enterprises in effectively managing their water infrastructure. With a focus on innovation and expertise, the division provides advanced technology, expert training, and turnkey service solutions. Central to these offerings is Data as a Service Solutions, which leverage robust technologies and best practices grounded in validated and historical data to provide actionable insights. This empowers organizations to make informed decisions swiftly and reliably, ensuring the efficient stewardship of water resources across North America and the Caribbean.

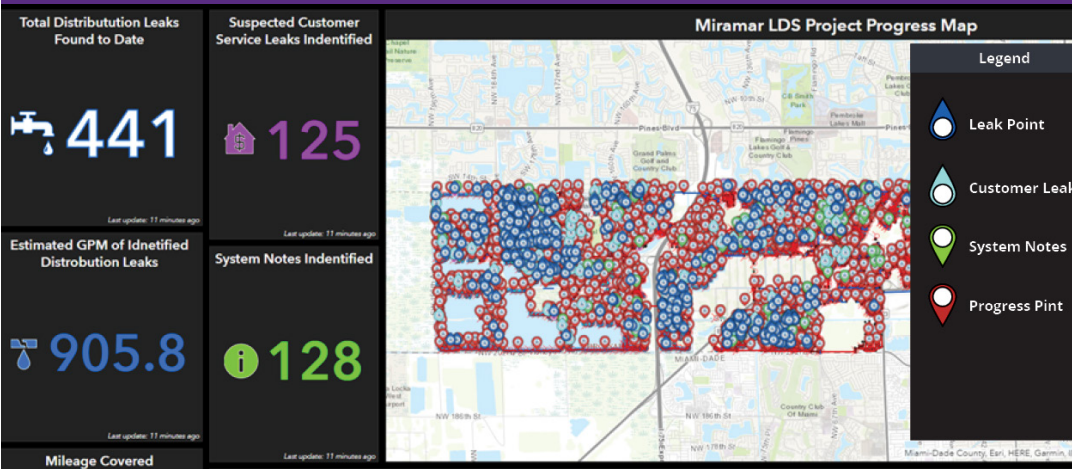
Data analysis plays a crucial role in this process by examining, organizing, and interpreting data to uncover patterns and trends. It often includes data visualization to communicate findings clearly, predictive modeling to anticipate future outcomes, and optimization techniques to improve efficiency. **Ultimately, data analysis helps businesses make informed decisions, serving as a critical driver of business success and innovation.**

OUR SOLUTIONS

- ✓ Risk Management
- ✓ Network Monitoring & Data Analytics
- ✓ Leak Detection: Acoustic & In-Pipe Services
- ✓ Training Support
- ✓ Financing
- ✓ GIS Mapping
- ✓ Satellite & UAS Based Infrastructure Assessment
- ✓ Rental Program
- ✓ Service and Calibration

PROJECT HIGHLIGHT

CITY OF MIRAMAR | WATER LOSS MANAGEMENT



The City of Miramar faced imminent water source limits, prompting a focus on reducing water loss. City staff observed a rise in water production that didn't align with population growth or new connections. After analyzing flow and pressure, McKim & Creed conducted a leak detection survey on 80 miles of pipelines, identifying 289 distribution leaks and 30 customer leaks, most of which were not visible on the surface. The team accurately located 90% of the leaks, enabling efficient repairs that saved time, money, and minimized service disruptions. This effort reduced the City's water demand by about 1 million gallons per day, saving 1,304,352 gallons daily and generating \$2 million annually. Due to this success, McKim & Creed was chosen for a multi-year program to overhaul the water distribution system, including surveys, monitoring, design, and construction, allowing the City to prioritize repairs for optimal investment returns.



ACCOMPLISHMENTS AND ACCOLADES



MONITORING 1,000'S MILES OF PIPES.



100+ YEARS OF COMBINED EXPERIENCE



TRAINING 100'S OF WATER COMPANIES IN WATER LOSS RECOVERY AND CONTROL.



EXECUTING NUMEROUS LEAK DETECTION SURVEYS SUCCESSFULLY.



SERVING CUSTOMERS NATIONWIDE AND IN THE CARIBBEAN.





Figure 2.1 | McKim & Creed Health & Safety Program Booklet

2 Commitment to Safety

McKim & Creed makes every effort to provide safe working conditions for employees. The Company observes the safety laws of the governmental bodies with whose jurisdiction we operate. No one will knowingly be required to work in any unsafe manner. Safety is every employee's responsibility. Therefore, all employees are requested to point out potential hazards do everything reasonable to keep the company a safe place to work. Employees also are required to wear appropriate personal protective equipment in all operations where there is an exposure to hazardous standards, rules, and orders applicable to job site safety. Any staff member who visits a project site must wear appropriate safety equipment. PPE is issued to employees as needed.

Maintaining a safe work environment for our employees, clients, contractors, consultants, subconsultants, and the public, is of utmost importance to McKim & Creed. We have developed and abide by detailed work processes and procedures, to continually maintain a safe work environment while providing high-quality services to our clients.

It is a top priority of the company to prevent work-related accidents and injuries. For site-specific safety, special attention is given during the course of on-site review prior to the beginning of work. A specific plan is developed, reviewed, and provided to field crew during our Project Initiation meeting, held prior to any field work. Safety is also a topic during our Project Progress meetings. It is important to discuss issues, difficulties, and reasonable options, and to be able to make adjustments to the plan during the project.

McKim & Creed educates it's employees in order to ensure safe working conditions through training and review of safety procedures and review of safety-conscious work habits. Safety is every employee's responsibility.

Our employees, through awareness, are encouraged to point out potential hazards and to do everything reasonable to prevent potential accidents or injuries.





McKIM & CREED

3

PROJECT APPROACH

3 Project Approach

The foundation for our Project Approach begins with the AWWA M36 Manual of Water Loss Control Programs. The best practices are supplemented with a myriad of inputs such as water loss, system capacity, client objectives, pipe size, materials, environment, density, and criticality of failure. Our analytics program then designs our project tasks to maximize Return on Investment (ROI) specifically for your system.

PROJECT ADMINISTRATION

McKim & Creed will schedule a kick-off meeting with Tarpon Springs staff to discuss the project and review information requests and timelines before proceeding with the implementation of the Leak Detection Survey. They will identify the principal point of contact and Program Manager for the survey. Following this, McKim & Creed will meet with Tarpon Springs staff to discuss the areas identified for the initial survey, covering the timeline, methodology, monitoring of progress, and reporting of results. At the end of the project, McKim & Creed will conduct a review meeting to evaluate the data, results, return on investment, and recommendations derived from the survey activity. Additionally, they will prepare and submit monthly invoices.

PHASE ONE: ACOUSTIC LEAKAGE INSPECTION TECHNOLOGY

McKim & Creed will utilize all available assets and access points to provide a thorough and complete initial investigate of the area we are contracted to survey.

- The area of investigation will be inspected initially with manual sounding equipment which includes the listening stick and ground microphone technology.
- We will inspect all fire hydrants, valves and service connections as needed for adequate coverage based on pipe material and infrastructure environment to ensure a thorough initial investigation of the entire potable water distribution system Citywide, including import, export, and private areas identified for any indicators of leak noise.
- When warranted, acoustic noise loggers will be placed in a designated system area on direct contact points during daytime hours and set to listen overnight when the system is at highest pressure and ambient noise is less of an obstruction.

TECHNOLOGY		APPLICATION
Electronic Listening Stick and Ground Microphone		• A leak listening system with high acoustic sensitivity and multiple frequency range filters • Direct leak listening on water fittings or directly over the pipe • Used for initial survey and/or for pinpointing leaks • Sounding will take place to comprehensively cover the area of investigation for the presence of leak noise based on the system pipe material, diameter and pressure
Acoustic Noise Loggers and Communication Module		• Wirelessly detects and localizes water leakage for temporary, semi-permanent or permanent applications • Used for sounding of high consumption areas and heavy background noise locations • Programmed to listen and record noise at night when listening conditions are optimal: the distribution system is at its highest pressure and ambient noise is lowest. • Take three separate listening samples throughout the night
Chlorine and/or Fluoride Test Kits		• Testing kits used to identify the chemical nature of visible or surfacing water • Confirms whether the water is sourced from the distribution system or otherwise

PHASE TWO: LEAKAGE PINPOINTING

All suspect leak locations will be subjected to further detection practices including a second visit for verification. **Multiple leaks will be prioritized based on severity and/or consequence of failure.**

EQUIPMENT AND FUNCTIONALITY: CORRELATOR

- Two or more correlation loggers will be placed on direct contact points surrounding the identified leak. Pipe material, logger distance, and pipe size are entered into the system.
- The correlator uses the information, listens for leakage, and programmed algorithms generate the leak velocity and location of the leak in feet from each contact point.

The field crew will then physically measure out the distance from each logger above the pipeline as indicated by provided system maps. McKim & Creed will utilize pipe locators to find the pipelines and map the system if needed, prior to conducting the correlation.

CONFIRMATION

To ensure maximum precision and leak point accuracy, it is McKim & Creed's protocol to confirm all pinpointed leaks by listening over the pinpointed location using a ground microphone, or hand probing over the line for additional confirmation on the precise location where leakage is occurring.



REPORTING RESULTS

Once confirmed with the ground microphone or hand probing, **the pinpointed location is marked and reported via a leak card and report. Any repaired leakage locations identified will be revisited post repair within the project timeline** for a verification that no other leakage noise remains present in the immediate area.

TECHNOLOGY		APPLICATION
Real-Time Acoustic Correlator		Real-time correlator with advanced filtering system to pinpoint the most difficult leaks
Non-Real Time Acoustic Correlator		Non real-time correlating system for noisy, complex, or busy areas
Hydrophone Adapter Non-Real Time Acoustic Correlator		Non real-time correlating system further optimized for larger pipes and over longer distances
Ground Microphone		A ground microphone and electronic listening stick that can be used for pinpointing leaks with direct sounding over top of the pipe to pinpoint leak location and validate correlation results

McKim & Creed

ENGINEERS, SURVEYORS, PLANNERS

2818 DOWNS WRIGHT WAY

Suite 200

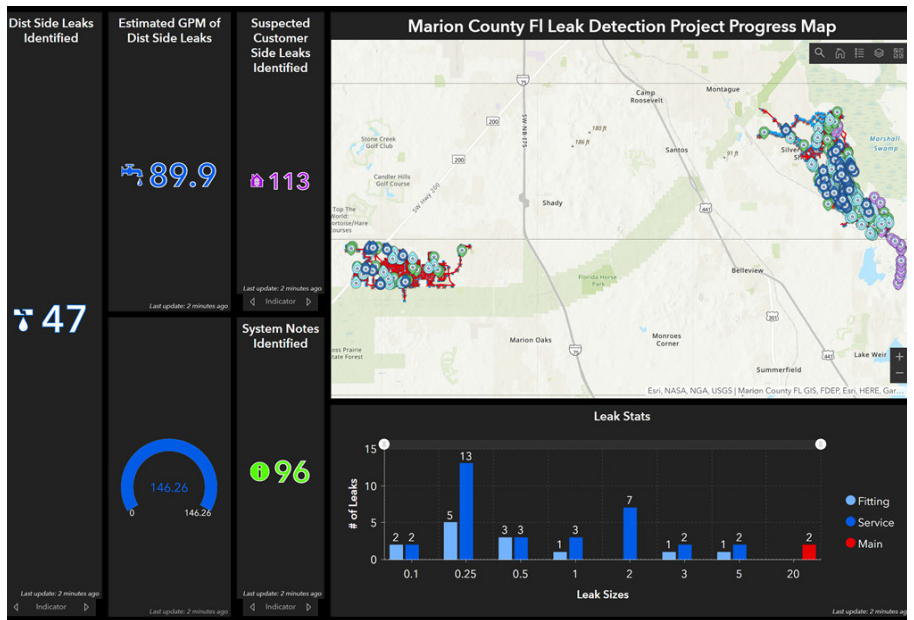
Wilmington, NC 28405

McKim & Creed

Water Asset Management

Leak Card 6

Project: Marion County, FL 2021 Leak Detection Investigation		Address: SW 116th Ln Rd	
Urgency: Urgent	Surface Material: Asphalt	Leak Type: Main	Pipe Size: PVC
Leak Detection Method: Sounding	Visible Water: No	DB level: 99	Person Submitted To: Mr. Joshua Kramer
MPT Gallons Per Minute: 20 Gallons Per Day: 28,800 Gallons Per Month: 876,000 Gallons Per Year: 10,512,000		Vicinity Map -82.26593 29.05343 Leak	
Leak Description & Comments: Leak detected on main line via sounding probe. Surrounding valves and other connections have slight leak noise. After further investigation with ground microphone, leak appears to be at or near the cross connection at the intersection.			
Project Manager: Jacob Lybrand		Date: July 22, 2021	



PHASE THREE: REAL-TIME PROJECT DASHBOARD AND REPORTING

REAL-TIME PROJECT DASHBOARD

The McKim & Creed field team will use an Esri-based data collection device to collect all reported findings and plot out progress. The collected project data is overlaid onto the client's existing mapping information and is made available for real-time viewing on our Esri dashboard.

The Esri online dashboard is made available to the client group for monitoring real-time project progress maps, statistics, and other project information throughout the investigation for each survey area. This dashboard can also be customized to the client's requests and needs. It serves as a quick reference with up-to-date project data in addition to our standard daily and weekly reporting processes.

DAILY/ WEEKLY REPORTS

As standard, leaks will be reported on a daily/weekly basis (**unless immediate action is required for leaks over 10 gpm, then they are reported ASAP**) and submitted in our customized Leak Card format. Leak Cards will contain all the supporting information about the leak characteristics and marked location. This information

includes:

- The address or location
- The urgency of the leak
- The surface material around the leak location
- The type of leak
- Pipe material and size
- The methodology employed to

identify and verify the leak

- A notification if visible water is present
- The decibel of the noise the leak is producing on the closest asset
- To whom the leak was reported
- The estimated size of the leak
- A description of the leak along with how it was found



REAL-TIME ACCESS TO OUR PROGRESS

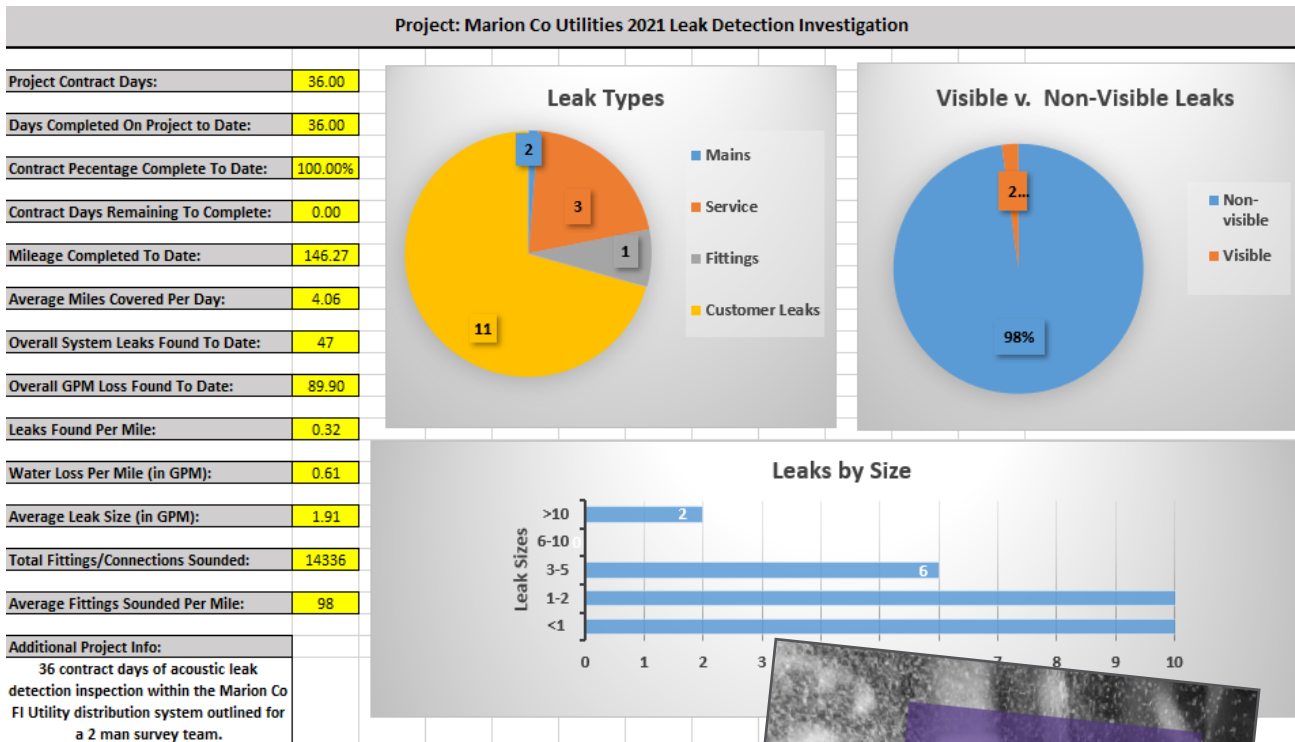


INSTANT ALERT FOR MAJOR LEAKS



DAILY AND WEEKLY REPORTING OF RESULTS

DASHBOARD BENEFITS



WEEKLY CUMULATIVE REPORTS

Progress reports will be submitted weekly with all project data, including all cumulative information for the week, thus serving as a daily and weekly report combined. The report includes cumulative information gathered to date, including:

- Details of Leaks Located (including type, visible versus non-visible, size, location)
- Mileage Surveyed
- Location and Status of Loggers Deployed
- Number of Fittings Sounded
- Estimated Gallons per Minute Found to Date
- Suspected Custom Service Leaks
- System Notes
- Requested Customer Shutoffs

PROJECT SUMMARY REPORT

A comprehensive report will be prepared and submitted within 30 working days upon completion of the investigation. The summary report includes a final version of our daily report, combined PDF file of all leak cards submitted for the project, all correlation reports conducted during the project and project/system specific recommendations based on our investigation analysis. Other supporting documentation gathered throughout the project may be included as well. Furthermore, McKim & Creed's report will include recommendations to help continually and proactively reduce the university's water loss in years to come.

McKim & Creed will assist with the future analysis for additional leak detection investigations or other services that would be beneficial for the client in the interest of reducing their NRW and to achieve the best ROI going forward.





QUALITY CONTROL / QUALITY ASSURANCE

We believe that Quality Assurance begins before the first computer is turned on.

McKim & Creed is a Professional Services Firm operating under a Professional Services Agreement.

As a standard, all services will be executed to meet and often exceed, the best practices listed in the AWWA Manual of Water Supply Services (M36) and will be performed at the highest level of health and safety standards (OSHA safety standards).

Our leak detection services are traditional, non-invasive, and are reliant on acoustic technology combined with personnel expertise. Our leak detection approach has been refined over the lifetime of our company, to ensure optimum customer satisfaction, effective communication and precise results. We abide by a comprehensive process that maximizes the potential of reducing water loss and minimizes the likelihood of dry holes or excavating a leak-free hole.



PEOPLE

Our technicians are trained to conduct themselves in a professional manner and to put the customer's needs in top focus while they are conducting the leak surveys.

All of our technicians have passed certified technical training on the equipment and all are well trained in the functionality and limitations of this equipment.

The project team members are involved in the development and refinement of the final scope of work, project schedule and budget.

McKim & Creed prioritizes a safe work environment with detailed processes to ensure safety and high-quality services. Safety plans are reviewed before fieldwork and discussed during project meetings. The company emphasizes employee education on safe practices, making safety everyone's responsibility to prevent accidents and injuries.



PROCESSES

Once the project has begun, McKim & Creed adheres to an approach that is established in our project execution manual.

The scope of services is reviewed by the manager of the technical group to ensure that the clients' needs are addressed;

Status meetings are scheduled by the Director of Operations to oversee that deadlines are met and to address any necessary issues;

- ▶ Daily quality assurance/quality control reviews by individual team members;
- ▶ Periodic assessments by design teams;
- ▶ Evaluation by a Project Manager before each submission to the client;
- ▶ Project check-ups with our customers are performed at the conclusion of their projects;
- ▶ Internal post-project evaluation; including measures that worked well, lessons learned, new technology or process assessments.



TECHNOLOGY

We use technology in addition to personnel, wherever possible to ensure the results are supported by multiple investigation methods. All investigation points are visited a second time to ensure that the leakage indication is present on multiple visits, as leakage is continuous in nature. Our on-site project manager, as well as the director of operations, conducts a daily review of all data collected to ensure accuracy and consisting of reported information and processes.

Our Support Services department is involved in quality control of each project by assisting with the review of data captured throughout the project and advises on further interpretations of potential outcomes for leak location pinpointing.



4 FEE AND ATTACHMENTS

4 Fee and Schedule

I. BILLING ITEMS

Status	Bid/No Bid Decision	#	Item Name	Quantity Required	Unit of Measure	Numeric	Total Cost
						Unit Price	
Success: All values provided	Bid	#0-1	Leak detection services, pursuant to the specifications, requirements, terms, and conditions herein.	1	Lump Sum Job	\$ 75,995.00	\$ 75,995.00
Basket Total				\$ 75,995.00			
Grand Total				\$ 75,995.00			

II. SCHEDULING

McKim & Creed have the staff capable and available to dedicate to this project in order to complete the project in its entirety within 120 days of kickoff and start the project within 45 days of issuance of the notice to proceed (NTP).

5 Forms and Attachments

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

 **dbpr** Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

4:00:13 PM 3/16/2022

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

Licensee Information

Name:	MCKIM & CREED, INC. (Primary Name)
Main Address:	3903 NORTHDAL BLVD SUITE 1153 TAMPA Florida 33624
County:	HILLSBOROUGH

License Information

License Type:	Registry
Rank:	Registry
License Number:	29589
Status:	Current
Licensure Date:	06/29/2011
Expires:	

Special Qualifications **Qualification Effective**

--	--

Alternate Names

--

[View Related License Information](#)
[View License Complaint](#)

MCKIM & CREED SUNBIZ REGISTRATION

State of Florida
Department of State

I certify from the records of this office that MCKIM & CREED, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on May 2, 2011.

The document number of this corporation is F11000001885.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 5, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighth day of January, 2024*




Secretary of State

Tracking Number: 0670980495CU

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

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

FLORIDA CORPORATE CHARTER

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) McKim & Creed, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) N/A Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) N/A <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 4300 Edwards Mill Rd, Suite 200	Requester's name and address (optional) Remittance Address Only PO Box 6193 Hermitage, PA 16148-0922
6 City, state, and ZIP code Raleigh, NC 27612		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
5	6	-	2	1	3	6	7	6	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 01/01/25
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Scott Insurance - Raleigh 2501 Blue Ridge Road Suite 250 Raleigh NC 27607	CONTACT NAME: Angelo DePolito PHONE (A/C, No, Ext): 615-224-2689 FAX (A/C, No): E-MAIL: adepolito@scottins.com ADDRESS: adepolito@scottins.com
INSURED McKim & Creed, Inc. 4300 Edwards Mill Road, Suite 200 Raleigh NC 27612	INSURER(S) AFFORDING COVERAGE INSURER A: Berkley Assurance Company (A+) INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1375818982

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A A	Professional Liability Contractors Pollution Liab			PCAB 5025806 0924 PCAB 5025806 0924	9/5/2024 9/5/2024	9/5/2025 9/5/2025	Each Claim/Aggregate Each Claim/Aggregate Self-Insd Retention \$5M / \$10M \$5M / \$10M \$500K / \$1M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

****INFORMATION PURPOSES ONLY**** If contract is awarded, please submit your request for a certificate along with the insurance requirements for your contract to McKim & Creed, Inc.

CERTIFICATE HOLDER

McKim & Creed Inc. 1730 Varsity Drive #500 Raleigh NC 27601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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BID FORM

BID No. 250061-B-AS

LEAK DETECTION SERVICES

BIDDER McKim & Creed, Inc.

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>
_____	N/A	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- 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 PRICING
BID NO. 250061-B-AS
LEAK DETECTION SERVICES**

PRICING TAB - SEE PRICING SHEET OF BID SOLICITATION IN BONFIRE

Bidder acknowledges that all applicable licenses (City, County, State, and Federal) have been obtained and shall provide proof immediately upon request.

Payment: We accept Visa for payment: ___ Yes ***X** No. Payment must be processed in ___ days after receipt of proper invoice or services accepted (whichever is the latter).

**We do not accept credit card payments, but are happy to accept ACH and can provide instructions upon request.*

Price Extension for Additional Units:

The City, through its Procurement Services Director may during the next twelve months require additional units depending on the City's requirements and availability of funds. Bidders are requested to indicate below the number of months they will extend their bid prices, terms and conditions and the number of additional units they will provide after award of this bid by the City, if applicable.

11 months for INFINITE additional units after award of this bid.
(Number) (No. of Units*)

Note: The decision by the bidder to extend or not to extend their prices will NOT be considered in the award of this bid.

* Please insert of number of unit (not to exceed the bid quantity).

Bidder: **McKim & Creed, INC.**

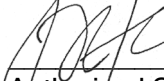
Address: **4300 Edwards Mill Road, Suite 200**

City: **Raleigh** State: **NC** Zip: **27612**

Phone No.: **919.233.8091** Fax No.: **919.233.8031** Email: **BHales@mckimcreed.com**

Barry Hales | Regional Manager, Water Assest Management

Printed Name and Title


Authorized Signature

7/10/2025
Date

List at least 5 References

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES WHICH ARE SIMILAR IN SCOPE TO THIS PROJECT:

1. Project/Contract Name:	Water pipeline condition assessment and non-revenue Water Management Program
Dollar Value:	\$250,000.00
Contact Name:	Ronnie Navarro - Assistant Director Utilities Department
Email/Phone Number:	rsnavarro@miramarfl.gov - 954.883.6825
Agency/Company Name:	Miramar, FL
Address:	13900 Pembroke Road, Miramar, FL 33027
Date completed/or if in Progress:	Started Leak Detection with Client in 2012 and still currently engaged with client for NRW services
2. Project/Contract Name:	Sunrise, FL 50 mi LD
Dollar Value:	\$24,950
Contact Name:	Michael Smith - Water Distribution Supervisor
Email/:	MSmith@sunrisefl.gov
Phone Number	(954) 888-6042
Agency/Company Name:	City of Sunrise
Address:	14150 Northwest 8th Street, Sunrise, FL 33325
Date completed/or if in Progress:	Yearly coverage of 50 miles since 2020. Most recent project completed in May 2025.
3. Project/Contract Name:	Asterra - Pinellas Co FL - 50 day LDS
Dollar Value:	\$75,000.00
Contact Name:	Gunner Mitchell - Wastewater Treatment Plant Manager
Email/:	gmitchell@pinellas.gov
Phone Number	(727) 464-3197
Agency/Company Name:	Pinellas County Government
Address:	4111 Dunn Dr. Palm Harbor, FL 34683
Date completed/or if in Progress:	Yearly coverage since 2022 with the most recent project currently concluding end of June 25
4. Project/Contract Name:	NON-REVENUE WATER MANAGEMENT PROGRAM
Dollar Value:	\$190,000.00
Contact Name:	Zachary Lewis - Utility Manager
Email/Phone Number:	zlewis@gulfbreezeefl.gov - (850) 934-4057
Agency/Company Name:	City of Gulf Breeze
Address:	1070 Shoreline Drive Gulf Breeze, Florida 32561
Date completed/or if in Progress:	Started in 2024, renewed for 2025 and currently underway

5. Project/Contract Name:	Marion Co. Leak Detection Investigation
Dollar Value:	\$40,000.00
Contact Name:	Joshua Kramer - Deputy Director
Email/Phone Number:	Joshua.Kramer@marionfl.org - 352-438-2383
Agency/Company Name:	Marion County Utilities
Address:	11800 SE US Hwy 441 Belleview, FL 34420
Date completed/or if in Progress:	Began yearly LD services in 2019 and conducted yearly through 2024.

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: **McKim & Creed, INC.**

Contact Name:

Address: **4300 Edwards Mill Road Suite 200**

Address:

City: **Raleigh**

State: **NC**

Zip: **27612**

Telephone: **919.233.8091**

Fax: **919.233.8031**

E-Mail Address: **BHales@mckimcreed.com**

Website: **www.mckimcreed.com**

2. How long has your firm been in business? **47**
3. How long has your firm provided these services? **17**
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 employ?
 Full-time: **956** Part-time: **9**

6. Provide information on your employee staffing by category and the number of employees in each category.

Category	# of employees
Administrative	135
Civil Engineers	87
CAD Technicians	62
Other Engineers (e.g. Electrical/Mechanical/Structural)	70
Engineer Interns	75
Construction Inspectors	10
Survey - Surveyors/Crew/GIS	295
Designers	64
Other	167
Total	965

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.?
Anthony "Tony" Popolo | Operations Manager, Non-Revenue Water Recovery Tony has been with McKim & Creed since 2020 (via Matchpoint acquisition) and has 12+ years of water utility experience. (industry start: 2012, Matchpoint)| Certifications: OSHA Safety Trained, Confined Space/Permit Safety, EU & U.S. Water Asset Management, Certified Leak Detection Technician, Insertion Flow Meter, NRW/DMA Management, Trimble GPS, Hydreka & Ovarro Ltd Level II
8. What tools, vehicles and equipment currently owned by your firm will be utilized to provide the requirements of this Agreement?
Please see pages 12-13 of proposal document.
9. List additional equipment your firm will require to provide services to the City and when and how you plan to acquire the equipment.
No additional Equipment is needed.
All tools and equipment used during the project are owned by McKim & Creed, Inc.
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). (pg. 19)
12. Provide a copy of your firm's Federal Employer Tax ID certificate (W9). (pg. 20)
13. Provide a copy of all your current insurance coverages for General Liability, Automobile and Workers' Compensation. (pg. 21)
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. (pg. 19)

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: McKim & Creed, Inc.

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.**
- 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.

AGREEMENT EXHIBIT CERTIFICATION

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

The following terms are hereby added to the original Agreement:

1. Scrutinized Companies

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

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

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

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

1.2.2. Is engaged in business operations in Syria.

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

2. E-Verify

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of

this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ATTEST 

Signature of Corporate Secretary
Herb McKim

Type/Print Name of Corporate Secy.

July, 10

Date

(CORPORATE SEAL)

McKim & Creed, INC.

Company Name


Signature
Barry Hales

Type/Print Name

July, 10

Date



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: July, 10, 2025 Signed: 

Entity: McKim & Creed, INC. Name: Barry Hales

Title: Barry Hales | Regional Manager, Water Assest Management

Affidavit of Compliance with Foreign Entity Laws

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

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

Date: July, 10, 2025

Signed: _____ 

Entity: McKim & Creed, INC.

Name: Barry Hales

Title: Regional Manager, Water Assest Management

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

Respondent Vendor Name:

Proposer/Contractor FEIN: 56-2136769

Proposer/Contractor's Authorized Representative Name and Title:
Barry Hales | Regional Manager, Water Assest Management

Address:
4300 Edwards Mill Road Suite 200

City: **Raleigh** State: **NC** Zip: **27612**

Phone Number:
919.233.8091

Email Address:
BHales@mckimcreed.com

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 Respondent, I hereby certify that the company identified above in the section entitled "Respondent 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:
Barry Hales | Regional Manager, Water Assest Management

Date:
7/10/2025





Memorandum

Date: July 22, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Increase File No. 230183-N-PH, Annual Maintenance and Support Software to CentralSquare Technologies (**Suzanne Linton IT Director, Janina Lewis Procurement Services Director**)

Recommendation

Increase File No. 230183-N-PH, Annual Maintenance and Support for various software applications for CentralSquare Technologies through June 30, 2028, from \$1,353,154.88 to \$1,488,961.13 an increase of \$135,806.25, for the Information Technology Department.

Background

On June 13, 2023, the Board approved a five-year agreement totaling \$1,353,154.88. An increase is now requested to fund an additional module of CentralSquare's UKG Human Resources Information System (HRIS), which includes a \$36,328 annual fee and a one-time implementation cost of \$9,477.75. As a result, annual contract costs will increase as follows (Refer to the attached memos dated June 1, 2023, for original detailed cost breakdowns):

Year 2025–2026: From \$269,987.64 to \$315,794.09

Year 2026–2027: From \$283,487.24 to \$328,487.24

Year 2027–2028: From \$297,661.59 to \$342,661.59

CentralSquare Technologies is the sole source provider of software which supports a wide range of City operations including Payroll, Human Resources, Utility Billing, Asset Management, Accounts Receivable, Loans, Cash Receipts, Fleet Management, Work Orders, Permitting, Planning, Code Enforcement, Customer Information Systems, and Document Management (see attached memo and quote).

Funding

001-0304-513.4600-IT, 001-0304-513.5400 - IT and 402-0306-536.5400- Water/Sewer

Strategic Plan Objective

N/A



City of Tarpon Springs, Florida

Information Technology Division

324 EAST PINE STREET
POST OFFICE BOX 5004
TARPON SPRINGS, FLORIDA 34688-5004
(727) 938-3711

MEMORANDUM

TO: Janina Lewis, Procurement Services Director

FROM: Suzanne Linton, IT Director *SML*

DATE: 07/14/2025

SUBJECT: Increase Contract 230183-N-PH for UKG Human Resources Information System

Recommendation:

Increase contract 230183-N-PH for the implementation of CentralSquare's UKG Ready Human Resources Information System. The first-year annual subscription is \$36,328.50, and there is a one-time implementation fee of \$9,477.75 for a total increase of \$45,806.25.

Background:

This memo requests approval to increase Contract 230183-N-PH to implement and fund CentralSquare's UKG Human Resources Information System (HRIS). The contract increase includes a one-time implementation fee of \$9,477.75 and an annual subscription cost of \$36,328.50. An additional \$45,806.25 is required in the current fiscal year to support full implementation and licensing. The total funding needed for July 1, 2025, through June 30, 2026, is \$315,794.09.

The City's current HRIS is at the end of life and no longer supports our operational, compliance, or integration needs. The UKG Ready platform will fully integrate with our CentralSquare Enterprise Resource Planning and benefits systems, replacing outdated manual workflows with a secure, cloud-based system. It streamlines onboarding, personnel records, benefits enrollment, time tracking, and compliance reporting. The UKG Ready Performance Plus module adds continuous feedback tools, goal tracking, automated reviews, and performance analytics, helping to strengthen employee engagement and leadership accountability.

Funding for the subsequent years includes an additional \$45,000 annually to cover software growth and training support:

For July 1, 2026 through June 30, 2027: \$328,487.24

For July 1, 2027 through June 30, 2028: \$342,661.59

CentralSquare is the sole source provider for this proprietary software, which supports a wide range of City operations, including Payroll, Human Resources, Utility Billing, Asset Management, Accounts Receivable, Loans, Cash Receipts, Fleet Management, Work Orders, Permitting, Planning, Code Enforcement, Customer Information Systems, and Document Management.

The system also supports mobile and online services for utility billing, permit applications, inspections, employee self-service, and licensing. It integrates with tools such as Selectron IVR, Lockbox, Work Orders, Mobile Inspections, OnePoint POS, Transaction Manager, AnalyticsNOW, and Executime.

This contract covers software, hardware, site-to-site VPN, hosting, implementation, and disaster recovery, all managed by CentralSquare. This upgrade is essential to maintaining operational continuity, improving efficiency, and supporting future growth.

Funding:

001-0304-513.5400 \$22,903.13

402-0306-536.5400 \$22,903.12

Quote #: Q-224962**Primary Quoted Solution:** NaviLine PA**Quote expires on:** December 23, 2025**Quote prepared for:**

Suzanne Linton

City of Tarpon Springs

324 East Pine Street

Tarpon Springs, FL 34689

7279431157

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	UKG Ready HR Per Employee Annual Subscription Fee	405	72.45	29,342.25
2.	UKG Ready Performance Management Per Employee Annual Subscription Fee	405	17.25	6,986.25
			Software Total	36,328.50 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Public Administration Project Management Services - Fixed Fee	1,560.00
2.	UKG Ready Setup Fee Services (One Time Fee) - Fixed Fee	7,917.75
		Services Total
		9,477.75 USD

QUOTE SUMMARY

Software Subtotal	36,328.50 USD
Services Subtotal	9,477.75 USD
Quote Subtotal	45,806.25 USD
Quote Total	45,806.25 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	36,328.50
FIRST YEAR RECURRING SERVICES TOTAL	0.00

The amount totals for Maintenance and/or Subscriptions on this quote include only the first year of software use and maintenance.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a

definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [☐] No [☐]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number:

Initials:

UKG End-User License Terms and Support Agreement

This UKG End-User License Terms and Support Agreement (the “EULTSA”) is by and between CentralSquare Technologies, LLC, a corporation duly organized under the laws of the state of Delaware and having its principal place of business at 1000 Business Center Dr., Lake Mary, FL 32746 (“CentralSquare”) and City of Tarpon Springs, and having its principal place of business at 324 East Pine Street, Tarpon Springs, FL 34689 (“Customer”).

Definitions:

“Agreement” means the Master Agreement signed between CentralSquare and Customer.

“Ancillary Services” means those applications, features, or portions of the Service which are provided by a third party and offered by UKG to users of the Service on an ad hoc basis subject to additional fees or charges. .

“Content” means content that Customer posts or otherwise inputs into the Service, including but not limited to information, data (such as payroll data, vacation time, and hours worked), designs, know-how, logos, text, multimedia images (e.g. graphics, audio and video files), or compilations, or any other Customer content shared or processed on equipment under the control of Company.

“Equipment” means the hardware products identified on the Order Form

Order Forms. The description of the type, quantity, and cost of the specific offerings being ordered by CentralSquare from UKG for Customer will be described in an Order Form

“Optional Services” means the Premium Features and the Ancillary Services. Optional Services may require the execution of separate third party agreements in order to “go live” with such Optional Services.

“Premium Features” means certain advanced add-on capabilities and features included in the Service, such as Google Authenticator authentication, document management, dashboard, automating or emailing of reports, and other similar features. As such, additional fees for Premium Features may apply.

“Service” means the supply of and access to the commercially available version of the Software in UKG’s hosted environment on a subscription basis, and related services and materials. The Service includes the Optional Services as and when purchased.

“Software” means the computer software programs (including third party software, libraries or other components embedded in such programs), and related documentation, and all future modifications and enhancements thereto created by or for UKG.

“UKG” means the owner and provider of the Service and Software.

Terms and Conditions:

CentralSquare and Customer agree that Customer will comply, in all material respects, with the following terms and conditions:

1. Customer must operate and process the Software and use the Service for its own internal business purposes only, without the right to further sublicense;
 2. Customer must not decompile, disassemble or reverse engineer the Software;
 3. Customer must not permit use of the Software or the Service (including timesharing or networking use) by any third party ;
 4. Customer must not remove the Equipment from the place of original installation without CentralSquare's prior written consent nor sell or encumber the Equipment;
 5. Customer grants CentralSquare and UKG the right to combine Customer's business data with that of other customers in a manner that does not identify the Customer or any individual in order to evaluate and improve the services offered to customers;
 6. Customer acknowledges that the license granted to the Service inures to the benefit of the licensors of software and other applications, and that such licensors may directly enforce the terms of the this agreement in order to protect their interests in the Software and the Service.
 7. Customer must take all reasonable steps to ensure that no unauthorized persons have access to the Service, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this agreement;
 8. Customer has the right to publish and disclose the data and other content Customer includes in the Service, and Customer warrants and must ensure that the Content will not (i) infringe or violate any third-party right, including (but not limited to) intellectual property, privacy, or publicity rights; (ii) be abusive, profane, or offensive to a reasonable person; or (iii) be hateful or threatening;
 9. Customer must not (i) use, or allow the use of, the Service or the Content in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (ii) introduce into the Service any virus or other code or routine intended to disrupt or damage the Service, or alter, damage, delete, retrieve, or record information about the Service or its users; (iii) excessively overload the systems used to provide the Service; (iv) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan (including without limitation the use any tool designed to automatically emulate the actions of a human user in connection with such testing); or (v) otherwise act in a fraudulent, malicious or negligent manner when using the Service;
 10. Customer is responsible for ensuring that it complies with the applicable requirements of federal and state law when using and applying the information generated by the Services;
 11. If Customer is using any payroll service hereunder: (i) Customer is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using such Service, (ii) using such Service does not release Customer of any professional obligation concerning the preparation and review of such reports and documents, (iii) Customer does not rely upon the Service provider or its third party licensor(s) for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Customer will review any calculations made by using such Service to satisfy itself that those calculations are correct.
-

12. Customer acknowledges and agrees that no person nor entity not a party to this agreement will be a third party beneficiary of any provision of this agreement and, by way of further clarification, none of its employees or other personnel is an intended beneficiary with respect to the payroll or other services provided in connection with the Service or Software; and

13. Customer acknowledges that: use of the Service includes the ability to enter into agreements and/or to make transactions electronically. CUSTOMER ACKNOWLEDGES THAT WHEN IT INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY, THAT ACCEPTANCE WILL CONSTITUTE ITS LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CUSTOMER INTENDS TO BE BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CUSTOMER ENTERS INTO THROUGH THE SERVICE, SUCH AS ORDERS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION.

14. Customer's purchased or rented equipment (model and quantity), the applicable pricing, and delivery terms shall be described on the Order Form; additionally, Customer agrees to the following terms and conditions related to Equipment:

(a) Rented Equipment.

i. Rental Term and Warranty Period. The term of the Equipment rental and the "Warranty Period" for such Equipment shall run concurrently with the Term of the other Services provided under the Agreement.

ii. Insurance. Customer shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times. No loss, theft or damage after shipment of the Equipment to Customer shall relieve Customer from Customer's obligations under the Agreement.

iii. Location/Replacement. Customer shall not make any alterations or remove the Equipment from the place of original installation without UKG's prior written consent. UKG shall have the right to enter Customer's premises to inspect the Equipment during normal business hours. UKG reserves the right, at its sole discretion and at no additional cost to Customer, to replace any Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.

iv. Ownership. All Equipment shall remain the property of UKG. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding such Equipment's attachment to other equipment or real property. Customer shall not sell or otherwise encumber the Equipment. Customer shall furnish any assurances, written or otherwise, reasonably requested by UKG to give full effect to the intent of terms of this paragraph (iv).

v. Return of Equipment. Upon termination of the Agreement or the applicable Order Form, Customer shall return, within thirty (30) days of the effective date of termination and at Customer's expense, the Equipment subject to this Section. Equipment will be returned to UKG in the same condition as and when received, reasonable wear and tear excepted. If Customer fails to return Equipment within this time period, UKG will inform CentralSquare that it has not received the equipment, and upon such notice, CentralSquare will issue an invoice to Customer, and Customer shall pay CentralSquare the then list price of the unreturned Equipment.

(b) Purchased Equipment.

i. Ownership and Warranty Period. Title to the Equipment shall pass to Customer upon delivery to the carrier. The "Warranty Period" for the Equipment shall be for a period of 90 days from such delivery (unless otherwise required by law).

ii. Equipment Support. UKG shall provide to Customer the Equipment support services described in this Agreement if purchased separately by Customer through CentralSquare as indicated on the applicable Order Form. If purchased, Equipment support services have a term of one (1) year commencing upon expiration of the Warranty Period. Equipment support services will be automatically extended for additional one year terms on the anniversary of its commencement date ("Renewal Date"), unless either party has given the other thirty (30) days written notification of its intent not to renew.

(c) Finger Scan and Facial Recognition Equipment. For Customer's use of Equipment containing finger scan sensor and/or facial recognition technology ("FS/FR Equipment"), Customer warrants that it is compliant and will maintain compliance with all applicable biometric privacy laws with respect to its use of FS/FR Equipment. If required by law, Customer further warrants that prior to using FS/FR Equipment it shall: (i) obtain signed releases from employees consenting to the use of the applicable FS/FR Equipment for employee timekeeping purposes; (ii) issue policies to their employees and the public regarding its retention and destruction of the finger scan or facial recognition data, and (iii) ensure that any releases, consents, or policies required by applicable law shall expressly apply to UKG, its affiliates, and its authorized subcontractors. CUSTOMER AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY UKG, ITS EMPLOYEES, DIRECTORS, PARENT, SUBSIDIARIES AND AUTHORIZED PARTNERS AND SUBCONTRACTORS (COLLECTIVELY, "UKG INDEMNITEES") FOR ANY CLAIMS, DAMAGES, PENALTIES OR FINES ASSERTED OR AWARDED AGAINST A UKG INDEMNITEE ARISING OUT OF OR RELATING TO CUSTOMER'S BREACH OF ANY OF THE WARRANTIES IN THIS SECTION WITH RESPECT TO FS/FR EQUIPMENT. UPON RECEIPT OF NOTICE OF SUCH A CLAIM, CUSTOMER SHALL ASSUME SOLE CONTROL OF THE DEFENSE AND SETTLEMENT OF SUCH CLAIM; PROVIDED THAT: (I) UKG SHALL BE ENTITLED TO PARTICIPATE IN THE DEFENSE OF SUCH CLAIM AND TO EMPLOY COUNSEL AT ITS OWN EXPENSE TO ASSIST IN THE HANDLING OF SUCH CLAIM, ON A MONITORING AND A NON-CONTROLLING BASIS; (II) CUSTOMER SHALL NOT SETTLE ANY CLAIM ON ANY TERMS OR IN ANY MANNER THAT ADVERSELY AFFECTS THE RIGHTS OF UKG WITHOUT ITS PRIOR WRITTEN CONSENT; AND (III) UKG SHALL PROVIDE REASONABLE COOPERATION AND ASSISTANCE AT CUSTOMER'S SOLE COST AND EXPENSE

If Customer is also licensing Carrier Connectivity, Financial Connectivity and/or COBRA Link offerings, Customer shall comply, in all material respects, with the following additional terms and conditions:

1. Customer agrees to receive electronic communications relating to Customer's use of the Service. CentralSquare may communicate with Customer by email or by posting notices within the Service. Customer agrees that all agreements, notices, disclosures and other communications that are provided to Customer electronically satisfy any legal requirement that such communications be in writing. All notices intended for receipt by Customer will be

deemed delivered and effective when sent to the email address that Customer provides within the Service. By creating an account, submitting information or otherwise providing Customer's email address, postal address or phone number, Customer is agreeing that CentralSquare or its agents may contact Customer at that address or number.

2. CentralSquare is a technology platform provider and make no representations and/or warranties with respect to, and have no responsibility or liability in connection with, the operation, performance or suitability of, any third-party benefit or insurance product or service available for enrollment, registration, use or connection through the Service. CentralSquare is not responsible for accuracy of the data communicated to any third-party providers.
3. Customer agrees not to provide to CentralSquare or through the Service any payroll information or entries which violate the laws or regulations of the United States or of any state or jurisdiction in which Customer does business. Customer agrees to be in compliance with all National Automated Clearing House Association ("Nacha") Operating Rules and Guidelines and to notify CentralSquare in advance if any transactions would be considered International ACH Transactions ("IATs"). CentralSquare will not process IATs. CentralSquare and the originating financial institution maintain the right to audit compliance with this Agreement and to terminate this Agreement for noncompliance with the Nacha Operating Rules and Guidelines.

Support:

1. *Implementation.* UKG will configure the Services utilizing scheduled remote resources. Software module configuration will be based on information and workflows obtained from Customer during the discovery portion of the implementation. Customer shall provide UKG with necessary configuration-related information in a timely manner to ensure that mutually agreed implementation schedules are met. At the end of the implementation process, UKG will provide Customer with all required information, such as processes and login information, for technical support, updates to the Service, and all other such information,
2. *Standard Support.* UKG will provide telephone support 8:00 a.m. to 5:00 p.m., local time, Monday – Friday. Customers also shall be provided the capability to log questions online via the UKG Customer Portal.
3. *Equipment Support.* If Equipment is rented or purchased in accordance with this agreement, UKG will provide the following Depot Exchange Support Services to Customer:

(a) Upon the failure of installed Equipment, Customer shall notify UKG of such failure and UKG will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by UKG to be Equipment related shall be dispatched to a UKG Depot Repair Center, and Customer will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Customer is to return the failed Equipment to UKG, as reasonably determined by UKG. Customer must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to UKG's Depot Repair Centers are available upon request and are subject to change. Return and repair procedures for failed Equipment shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Customer on the applicable Order Form and as specified herein and in UKG's then-current Support Services Policies.

(b) UKG will provide a replacement for the failed Equipment at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of UKG's choice. Replacement Equipment will be shipped the same day, for delivery to Customer's location as further described in the Support Policies. REPLACEMENT EQUIPMENT MAY BE NEW OR RECONDITIONED. Customer shall specify the address to which the Equipment is to be shipped. All shipments will include the UKG provided RMA designating the applicable UKG Depot Repair Center, as the recipient. Customer, upon receipt of the replacement Equipment from UKG, shall package the defective Equipment in the materials provided by UKG, with the RMA supplied and promptly return failed Equipment directly to UKG.

(c) Equipment support also includes Customer access to Equipment service packs via the UKG Customer Portal.

Schedule A**License Terms Required**

City of Tarpon Springs ("Customer") agrees:

1. to operate and process the Software and use the Service for its own internal business purposes only, without the right to further sublicense;
2. not to decompile, disassemble or reverse engineer the Software;
3. that the license to use the Software and the Service is i) limited based upon authorized Usage; or ii) with regard to the TeleStaff Cloud Service, limited based upon the number of employees set forth as the quantity on the applicable Order Form(s) for the TeleStaff Cloud Service, and to agree to use the TeleStaff Cloud Service only for the number of employees stated on the total of all Order Forms for the TeleStaff Cloud Service for that particular Customer, and to agree not to increase the number of employees using the TeleStaff Cloud Service unless Customer enters into an additional Order Form that will permit the Customer to use the TeleStaff Cloud Service for more employees;
4. not permit use of the Software or the Service (including timesharing or networking use) by any third party (other than Customer itself);
5. not remove the Equipment from the place of original installation without Partner's prior written consent nor sell or encumber the Equipment;
6. to grant permission to combine Customer's business data with that of other customers in a manner that does not identify the Customer or any individual in order to evaluate and improve the services offered to customers;

7. that the sublicense agreement inures to the benefit of the licensors of software and other applications, and that such licensors may directly enforce the terms of the sublicense agreement in order to protect their interests in the Software and the Service.
 8. to take all reasonable steps to ensure that no unauthorized persons have access to the Service, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement;
 9. to ensure that the Customer has the right to publish and disclose the data and other content Customer includes in the Service, and that the Content will not (i) infringe or violate any third-party right, including (but not limited to) intellectual property, privacy, or publicity rights; (ii) be abusive, profane, or offensive to a reasonable person; or (iii) be hateful or threatening;
 10. that Customer shall not (i) use, or allow the use of, the Service or the Content in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (ii) introduce into the Service any virus or other code or routine intended to disrupt or damage the Service, or alter, damage, delete, retrieve, or record information about the Service or its users; (iii) excessively overload the systems used to provide the Service; (iv) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan (including without limitation the use any tool designed to automatically emulate the actions of a human user in connection with such testing); or (v) otherwise act in a fraudulent, malicious or negligent manner when using the Service;
 11. to comply with the minimum security requirements for using the Service as reasonably determined by Partner;
 12. that when using and applying the information generated by the Services, Customer is responsible for ensuring that Customer complies with the applicable requirements of federal and state law;
 13. that if Customer is using any payroll service hereunder: (i) Customer is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using such Service, (ii) using such Service does not release Customer of any professional obligation concerning the preparation and review of such reports and documents, (iii) Customer does not rely upon the Service provider or its third party licensor(s) for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Customer will review any calculations made by using such Service to satisfy itself that those calculations are correct.
 14. that Customer will acknowledge and agree that no person nor entity not a party to this Agreement will be a third party beneficiary of any provision of this Agreement and, by way of further clarification, none of its employees or other personnel is an intended beneficiary with respect to the payroll or other services provided in connection with the Service or Software; and
 15. that Customer will acknowledge and agree that use of the Service includes the ability to enter into agreements and/or to make transactions electronically. As such, the following provision will be included in
-

Partner's agreement with the Customer: "Use of the Service includes the ability to enter into agreements and/or to make transactions electronically. CUSTOMER ACKNOWLEDGES THAT WHEN IT INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY, THAT ACCEPTANCE WILL CONSTITUTE ITS LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CUSTOMER INTENDS TO BE BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CUSTOMER ENTERS INTO THROUGH THE SERVICE, SUCH AS ORDERS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION.

If Customer has purchased Carrier Connectivity, Financial Connectivity and/or COBRA Link offerings, Customer agrees:

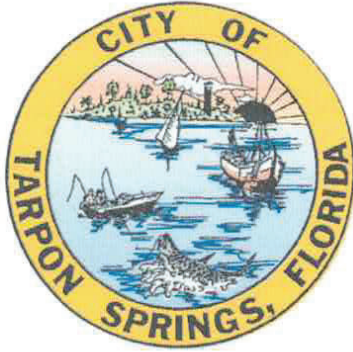
1. that Customer agrees to receive electronic communications relating to Customer's use of the Service. Partner may communicate with Customer by email or by posting notices within the Service. Customer agrees that all agreements, notices, disclosures and other communications that are provided to Customer electronically satisfy any legal requirement that such communications be in writing. All notices intended for receipt by Customer will be deemed delivered and effective when sent to the email address that Customer provides within the Service. By creating an account, submitting information or otherwise providing Customer's email address, postal address or phone number, Customer is agreeing that Partner or the Partner's agents may contact Customer at that address or number.
2. that Partner and Partner's agents are a technology platform provider and make no representations and/or warranties with respect to, and have no responsibility or liability in connection with, the operation, performance or suitability of, any third-party benefit or insurance product or service available for enrollment, registration, use or connection through the Service. Partner is not responsible for accuracy of the data communicated to any third-party providers.
3. That Customer agrees not to provide to Partner or through the Service any payroll information or entries which violate the laws or regulations of the United States or of any state or jurisdiction in which Customer does business. Customer agrees to be in compliance with all National Automated Clearing House Association ("Nacha") Operating Rules and Guidelines and to notify Partner in advance if any transactions would be considered International ACH Transactions ("IATs"). Partner will not process IATs. Partner and the originating financial institution maintain the right to audit compliance with this Agreement and to terminate this Agreement for noncompliance with the Nacha Operating Rules and Guidelines.

If Customer has purchased UKG Ready Benefits COBRA Administration, Customer agrees:

1. To the terms at the following link: www.ukg.com/ukg-ready-benefits-cobra-sd-en.

If Customer has purchased UKG HRSD Document Manager and People Assist, Customer agrees:

1. To the terms at the following link: <https://www.ukg.com/hrsd-eu-sd-en>



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: Patty Hall, CPPB, Senior Procurement Analyst *PH*
DATE: 06/13/2023
SUBJECT: Award File No. 230183-N-PH, Single Source Purchase of Annual Maintenance and Support Software to Central Square Technologies

RECOMMENDATION:

Award File No. 230183-N-PH, single source purchase of Annual Maintenance and Support, for various software applications to Central Square Technologies for a five (5)-year the term of July 1, 2023 through June 30, 2028 in an initial annual amount not to exceed \$244,886.93 for the Information Technology Department. This contract allows for a 5% annual increase for software maintenance and subscription fees.

BACKGROUND:

Central Square Technologies is the owner of the software used on the I5 Series system (NaviLine) and is the only known source to provide maintenance and support for the proprietary software. A sampling of the software currently utilized by the City includes financial management, payroll/personnel, procurement/inventory and building permits to name a few (see attached memo).

FUNDING: 001-0304-513.4600 – IT Department

Accepted by: _____

City Manager

Attest: _____

City Clerk





City of Tarpon Springs, Florida

Suzanne Linton
IT Director

MEMORANDUM

DATE: June 01, 2023

TO: Janina Lewis, Procurement Services Director

FROM: Suzanne Linton, IT Director *SML*

RE: CentralSquare Annual Maintenance and Support

Recommendation

Authorization to contract with CentralSquare, aka Superion, for Naviline maintenance and support for a contract term of five years with a 5% increase each year at \$244,886.93 for the period of July 1, 2023 to June 30, 2024; \$257,131.28 for the period of July 1, 2024 to June 30, 2025; \$269,987.84 for the period of July 1, 2025 to June 30, 2026; \$283,487.24 for the period of July 1, 2026 to June 30, 2027; and \$297,661.59 for the period of July 1, 2027 to June 30, 2028.

Central Square is the owner of the financial software used by the City and the only known source to provide maintenance and support for this propriety software.

The City currently uses this software for Payroll/Personnel, Human Resources, Asset Management, Accounts Receivable, Loans Module, Cash Receipts, Fleet Management, Work Orders/Facilities Management, Land/Parcel Management, Building Permits, Business Licenses, Code Enforcement, Planning & Engineering, Customer Information Systems, and Document Management Services.

The City also uses the software for online, mobile and wireless services such as Collection of Utility Payments, Building Permits, Permit Inspections, Employee Self

Service, Code Enforcement, Business Licenses, and Accounts Receivable & Loans.

The Central Square software support and maintenance contract also extends to other interfaces such as Selectron IVR System, Cash Receipts Lockbox, Work Orders, Building Inspections, Mobile Users, OnePoint Point-of-Sale, Transaction Manager, AnalyticsNOW Report Writer, and Executime Time & Attendance programs.

This contract includes the hardware and software that is hosted and managed by Central Square, Site to Site VPN, setup, implementation, Disaster Recovery and HELP subscription plan.

Funds are budgeted 001-0304-513.4600 Information Technology

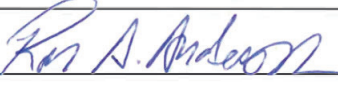
CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of June 27, 2023 (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC**, a Delaware Limited Liability Company with its principal place of business in Lake Mary, FL ("**CentralSquare**") and the **City of Tarpon Springs, FL** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to provide support and maintenance, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	City of Tarpon Springs
1000 Business Center Dr. Lake Mary, FL 32746	324 East Pine Street, P.O. Box 5004 Tarpon Springs, FL 34689
By: 	By: 
Print Name: Ron A. Anderson	Print Name: Mark G. LeCouris
Print Title: Chief Sales Officer	Print Title: City Manager
Date Signed: 6/27/2023	Date Signed: 06-22-2023

Solution: Public Administration - NaviLine PA

Term.

Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) years from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

Non-Renewal. Either Party may elect to end renewal of the Agreement by issuing a notice of non-renewal, in writing, to the other Party six (6) months prior to the expiration of the Agreement term.

Fees.

In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the Solutions(s) and Services Fee Schedule).

All invoices shall be billed and paid in U.S dollars (USD) and in accordance with the terms set forth in Exhibit 1. If Customer delays an invoice payment for any reason, Customer shall promptly notify CentralSquare in writing the reasons for such delay. Unless otherwise agreed by both Parties, CentralSquare may apply any payment received to any delinquent amount outstanding.

Standard Terms and Conditions

1. **Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

- 1.1. **"Affiliate"** means any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity.
- 1.2. **"Authorized User"** means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions pursuant to this Agreement, and for whom access to the Solutions has been purchased.
- 1.3. **"Baseline Solution"** means the version of a Solution updated from time to time pursuant to CentralSquare's warranty services and maintenance, but without any other modification.
- 1.4. **"CentralSquare Systems"** means the information technology infrastructure used by or on behalf of CentralSquare to deliver the Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
- 1.5. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 1.6. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the third-party services.
- 1.7. **"Defect"** means a material deviation between the Baseline Solution and its Documentation, for which Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to any custom modification, Defect means a material deviation between the custom modification and the CentralSquare generated specification and Documentation for such custom modification, and for which Defect Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.
- 1.8. **"Delivery"** means:
 - 1.8.1. For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined in Exhibit 1 by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions.
 - 1.8.2. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.
- 1.9. **"Documentation"** means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solution(s), including any aspect of its installation, configuration, integration, operation, use, support, or maintenance.
- 1.10. **"Entity"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other organization.
- 1.11. **"Hardware"** means any equipment, computer systems, servers, storage devices, peripherals, and any other tangible assets purchased under this Agreement.
- 1.12. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 1.13. **"Managed Services Hardware"** means any equipment, computer systems, servers, peripherals, and any other tangible asset purchased as a subscription under this Agreement.
- 1.14. **"Maintenance"** means optimization, error correction, modifications, and Updates (defined herein) to CentralSquare Solutions to correct any known Defects and improve performance. Maintenance will be provided for each Solution, the hours and details of which are described in Exhibit 2 (Maintenance & Support) or Exhibit 8 (Managed Services Provisions) if applicable.
- 1.15. **"New or Major Releases"** means new versions of a Baseline Solution (e.g., version 4.0, 5.0 etc.) not provided as part of Maintenance.
- 1.16. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance

Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

- 1.17. **"Professional Services"** means configuration, installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.
- 1.18. **"Software"** means the software program(s) (in object code format only) identified on Exhibit 1 (Solution(s) and Services Fee Schedule). The term "Software" excludes any Third-Party Software.
- 1.19. **"Software Version"** means the base or core version of the Solution Software that contains significant new features and significant fixes and is available to the Customer. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix.
- 1.20. **"Solutions"** means the software, Documentation, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 1.21. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.
- 1.22. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

2. License, Access, and Title.

- 2.1. License Grant. For any Solution designated as a "license" on Exhibit 1, Customer is granted a perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to use the Software for Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license. In such event, Customer shall not be entitled to a refund of any license fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities, provided that the Software is installed and operated at only one physical location. The Software license granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.
- 2.2. Access Grant. For any Solution designated as a "subscription" on Exhibit 1, so long as subscription fees are paid and current, (unless terminated as provided herein), Customer is granted a nontransferable, nonexclusive right to use the software for the Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional CentralSquare software subscriptions purchased after the execution of this Agreement shall also be accessed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable access. In such event, Customer shall not be entitled to a refund of any subscription fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities. The subscription access granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.
- 2.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 2.4. Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver, through hardware vendors, the Hardware itemized on Exhibit 1. The risk of loss or damage will pass to Customer upon the date of delivery to the Customer specified facility. Upon delivery and full satisfaction of the Hardware payment obligations, Hardware shall be deemed accepted and Customer will acquire good and clear title to Hardware. All Hardware manufacturer warranties will be passed through to Customer. CentralSquare expressly disclaims, and Customer hereby expressly waives all other Hardware warranties, express or implied, without limitation, warranties of merchantability and fitness for a particular purpose.
- 2.5. Managed Services Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver the Managed Services Hardware itemized on Exhibit 1. So long as the applicable subscription fees are paid and current, Customer shall maintain a limited right in possessory interest in the Managed Services Hardware. No title in the Managed Services Hardware will pass to Customer at any time or for any reason. Customer agrees to maintain adequate insurance against fire,

theft, or other loss for the Managed Services Hardware full insurable value. CentralSquare shall coordinate any defect or warranty claims in accordance with Exhibit 8.

- 2.6. Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.

3. Use Restrictions. Authorized Users shall not:

- 3.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- 3.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
- 3.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
- 3.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code (any software, hardware, device, or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, hardware, system or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement;
- 3.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;
- 3.6. remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 3.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;
- 3.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted in Section 2.

4. Audit.

- 4.1. CentralSquare shall have the right to audit Customer's use of the Software to monitor compliance with this Agreement. Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying license counts, access counts, and overall compliance with this Agreement. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance.

5. Customer Obligations.

- 5.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and specifications and if required by CentralSquare, remote access in accordance with Exhibit 3 (CentralSquare Access Management Policy); and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under this Agreement.
- 5.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 5.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 3, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.
- 5.4. Maintaining Current Versions of CentralSquare Solutions. In accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions) if applicable, Customer shall install and/or use any New or Major Release within one year of being made available by CentralSquare to mitigate a performance problem, ineligibility for Support Services, or an infringement claim.

6. Professional Services.

- 6.1. Compliance with Customer Policies. While CentralSquare personnel are performing services at Customer's site, CentralSquare personnel will comply with Customer's reasonable procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance.
- 6.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

7. Confidentiality.

- 7.1. Nondisclosure. The Parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. "Confidential Information" means the Solution(s), Software, and customizations in any embodiment, and either Party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the Parties that is clearly marked with a confidential, private or proprietary legend or which, by its nature, is commonly understood to be confidential.
- 7.2. Confidential Information shall be designated as confidential at the time of disclosure and if disclosed orally, shall be reduced to writing within ten (10) business days. The recipient shall protect the Confidential Information from disclosure by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination or publication by its employees or agents. Customer further agrees that it will not allow any form or variation of the Software to enter the public domain. Both Parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which there are inadequate remedies at law and that the non-disclosing Party shall be entitled to equitable relief in addition to all other remedies available to it. Customer shall not disclose the results of any performance or functionality tests of the Software to any third party without CentralSquare's prior written approval.
- 7.3. Exceptions. A Party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

8. Security.

- 8.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.
- 8.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.
- 8.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

9. Personal Data. If CentralSquare processes or otherwise has access to any personal data or Personal Information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

- 9.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
- 9.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or Personal Information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and Personal Information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or Personal Information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and
- 9.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and

- 9.4. CentralSquare shall take reasonable steps to ensure that its employees, agents and contractors who may have access to Personal Information are persons who need to know / access the relevant Personal Information for valid business reasons; and
- 9.5. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and Personal Information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and Personal Information being protected. If necessary, the Parties will cooperate to document these measures taken.

10. Representations and Warranties.

- 10.1. Intellectual Property Warranty. CentralSquare represents and warrants that (a) it is the sole and exclusive owner of (or has the right to license) the software; (b) it has full and sufficient right, title and authority to grant the rights and/or licenses granted under this Agreement; (c) the software does not contain any materials developed by a third party used by CentralSquare except pursuant to a license agreement; and (d) the software does not infringe any patent, or copyright.
- 10.2. Intellectual Property Remedy. In the event that any third party asserts a claim of infringement against the Customer relating to the software contained in this Agreement, CentralSquare shall indemnify and defend the Customer pursuant to section 13.1 of this Agreement. In the case of any such claim of infringement, CentralSquare shall either, at its option, (1) procure for Customer the right to continue using the software; or (2) replace or modify the software so that that it becomes non-infringing, but equivalent in functionality and performance.
- 10.3. Software Warranty. CentralSquare warrants to Customer that: (i) for a period of one year from the Effective Date (the "Warranty Period") the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with this Agreement; and (ii) at the time of delivery the Software does not contain any virus or other malicious code.
- 10.4. Software Remedy. If, during the Warranty Period a warranty defect is confirmed in the Software, CentralSquare shall, at its option, reinstall the Software or correct the Defects. Defects that occur in the Software after the Warranty Period will be corrected pursuant to Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.
- 10.5. Services Warranty. CentralSquare warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a professional and workmanlike manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify CentralSquare of such non-conformance in writing, within 10 days from completion of Professional Service, and CentralSquare shall promptly repair the non-conforming deliverables.
- 10.6. Disclaimer of Warranty. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE INTELLECTUAL PROPERTY, SOFTWARE, PROFESSIONAL SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare:

CentralSquare Technologies, LLC
1000 Business Center Dr.
Lake Mary, FL 32746
Phone: 407-304-3235
Attention: Legal/Contracts

If to Customer:

City of Tarpon Springs
324 East Pine Street, P.O. Box 5004

Tarpon Springs, FL 34689
Phone: *customer to supply
email: *customer to supply
Attention: *customer to supply POC

12. Force Majeure.

Neither Party shall be responsible for failure to fulfill its obligations hereunder, or be liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

13. Indemnification.

13.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all Claims or liability, including attorneys' fees and costs, brought by a third party, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim, or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.2. Customer Indemnification. To the extent allowable by law, Customer shall indemnify, defend, and hold harmless CentralSquare from any and all Claims or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of Customer, its employees, agents, contractors, or any subcontractor as a result of Customer's or any subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any Claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.3. "Claim" in this Section 13 means any claim, cause of action, demand, lawsuit, dispute, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

14. Termination.

14.1. Either Party may terminate this Agreement for a material breach in accordance with this subsection. In such event, the disputing Party shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the disputing Party is invoking its right to terminate and the specific requirement within this Agreement or any exhibit or schedule hereto that the disputing Party is relying upon. Following such notice, the Parties shall commence dispute resolution procedures in accordance with the dispute resolution procedure pursuant to Section 17.

14.2. CentralSquare shall have the right to terminate this Agreement based on Customer's failure to pay undisputed amounts due under this Agreement more than ninety (90) days after delivery of written notice of non-payment.

14.3. Customer shall have the right to terminate if the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year during the Term, then this Agreement may be terminated. To affect the termination of this Agreement, Customer shall, within forty-five (45) days following the beginning of the fiscal year for which the proper appropriation is not available, provide CentralSquare with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed CentralSquare under this Agreement, if any.

14.4. Customer may also terminate for convenience, in whole or in part, at any time by providing thirty (30) days written notice. Should Customer terminate for convenience during any twelve (12) month term, CentralSquare shall provide a pro-rated refund for any on-premise subscription asset designated on Exhibit 1, with "(OP)". Should Customer terminate for convenience, in whole or in part, any cloud-hosted subscription asset, no pre-paid fees shall be returned, or pro-rated refund be given, for any remaining months on the then current term. Should Customer terminate for convenience, in whole or in part, any third-party asset, no pre-paid fees shall be returned, or pro-rated refund be given, for any remaining months on the then current term.

15. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

15.1. All rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of CentralSquare's Confidential Information and the Solutions, and within thirty (30) days deliver to CentralSquare, or at CentralSquare's request destroy and erase CentralSquare's Confidential Information from all systems Customer directly or indirectly controls; and

- 15.2. All licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to CentralSquare of any kind shall become immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty (30) days.
- 15.3. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Indemnifications, & Limitations of Liability), will survive any expiration or termination of this Agreement.
- 15.4. In the event that Customer terminates this Agreement or cancels any portions of a project (as may be set forth in a Statement of Work) prior to Go Live (which shall be defined as "first use of a Solution or module of a Solution in a production environment, unless otherwise agreed by the Parties in a statement of work"), Customer shall pay for all Professional Services actually performed by CentralSquare on a time and materials basis, regardless of the payment terms in Exhibit 1.
- 15.5. Return of Customer Data. If Customer requests in writing at least ten (10) days prior to the effective date of expiration or earlier termination of this Agreement, CentralSquare shall within sixty (60) days following such expiration or termination, deliver to Customer in CentralSquare's standard format the then most recent version of Customer Data maintained by CentralSquare, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.
- 15.6. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), CentralSquare will provide reasonable assistance. CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Deconversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional consultation, services, software, and documentation required for Deconversion on a time and materials basis at CentralSquare's then standard rates.
- 15.7. Termination of this Agreement shall not relieve either Party of any other obligation incurred one to the other prior to termination.
16. **Assignment.** Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder.
17. **Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this Agreement (each, a "Dispute"), including the breach, termination, or validity thereof, shall be resolved as follows:
- 17.1. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the Parties agree to undertake good faith negotiations to resolve the Dispute. Each Party shall be responsible for its associated travel and other related costs.
- 17.2. Escalation to Mediation. If the Parties cannot resolve any Dispute through good faith negotiations, the dispute will be escalated to non-binding mediation, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation, will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.
- 17.3. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- 17.4. Litigation. If the Parties cannot resolve a Dispute through mediation, then once an impasse is declared by the mediator either Party may pursue litigation in a court of competent jurisdiction.
18. **Waiver/Severability.** The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
19. **LIABILITY. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:**
- 19.1. NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, AND REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND
- 19.2. CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE.
20. **Insurance.** During the term of this Agreement, CentralSquare shall maintain insurance coverage covering its operations in

accordance with Exhibit 4 (Certificate of Insurance (Evidence of Coverage)). Upon request by Customer, CentralSquare shall include Customer as an additional insured on applicable insurance policies provided under this Agreement. CentralSquare shall provide proof of current coverage during the term of this Agreement.

21. **Third-Party Materials.** CentralSquare may, from time to time, include third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for these Third-Party Materials, but these third parties assume all responsibility and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, except specifically that CentralSquare is authorized to represent third-party fees and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing certain Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement ("EULA") or similar agreement provided by the Third-Party Materials provider. If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Customer or the mapping database vendor to CentralSquare. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.
22. **Subcontractors.** CentralSquare may from time to time, in its discretion, engage third parties to perform services on its behalf including but not limited to Professional Services, Support Services, and/or provide software (each, a "Subcontractor"). CentralSquare shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.
23. **Entire Agreement.** This Agreement, and any Exhibits specifically incorporated therein by reference, constitute the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.
24. **Amendment.** Either Party may, at any time during the term, request in writing changes to this agreement. The Parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued add-on quote signed by Customer, or a written change order or amendment to this Agreement signed by both Parties.
25. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
26. **Counterparts.** This Agreement, and any amendments hereto, may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. The Agreement (and any amendments) shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means such as DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).
27. **Material Adverse Change.** If any law, regulation, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards or Americans with Disabilities Act compliance (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.
28. **Cooperative Purchases.** This Agreement may be used by Customer Affiliates. CentralSquare has agreed to offer similar services to other Affiliates under the same terms and conditions as stated herein except that the Fees may be negotiated between CentralSquare and other Affiliates based on the specific revenue expectations, agency reimbursed costs, and other Affiliate requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such Affiliates. CentralSquare and the Affiliate will enter into any such arrangement with an amendment to this Agreement.
29. **Order of Precedence.**
 - 29.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:
 - 29.1.1. The main body of this Agreement and any associated amendments, statements of work (including Exhibit 5 (Statement of Work)), or change orders and then the attached Exhibits to this Agreement in the order in which they appear.
 - 29.2. Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force or effect, whether referenced in any document in relation to this Agreement.
 - 29.3. Incorporated Exhibits to this Agreement:
 - Exhibit 1:** Solution(s) and Services Fee Schedule
 - Exhibit 2:** Maintenance & Support
 - Exhibit 3:** CentralSquare Access Management Policy
 - Exhibit 4:** Certificate of Insurance (Evidence of Coverage)

Exhibit 5: Statement of Work

Exhibit 6: Service Level Commitments (if applicable)

Exhibit 7: Third-Party Terms and Conditions (if applicable)

EXHIBIT 1
Solutions(s) and Services Fee Schedule

(See Next Page)

Tarpon Springs, FL		7/01/2023 - 6/30/2024	7/01/2024 - 6/30/2025	7/01/2025 - 6/30/2026	7/01/2026 - 6/30/2027	7/01/2027 - 6/30/2028
Qty						
1	NaviLine User Interface Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	AnalyticsNOW Cloud Annual Access Fee	\$9,321.20	\$9,787.26	\$10,276.62	\$10,790.45	\$11,329.98
1	NaviLine Click2Gov3 Customer Information System Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	NaviLine Click2Gov3 Core Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	NaviLine Click2Gov3 Building Permits Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	NaviLine Click2Gov3 Wireless Building Permits Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	ASP - Technical Annual Access Fee	\$180,584.25	\$189,613.46	\$199,094.14	\$209,048.84	\$219,501.28
1	NaviLine Cash Receipts Lock Box Interface Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	ASP - Technical Annual Access Fee	\$22,676.12	\$23,809.93	\$25,000.42	\$26,250.44	\$27,562.97
1	ASP - Technical Annual Access Fee	\$2,748.90	\$2,886.35	\$3,030.66	\$3,182.20	\$3,341.31
1	ASP - Technical Annual Access Fee	\$5,687.22	\$5,971.58	\$6,270.16	\$6,583.67	\$6,912.85
1	ASP - Technical Annual Access Fee	\$4,812.89	\$5,053.53	\$5,306.21	\$5,571.52	\$5,850.10
1	ASP - Technical Annual Access Fee	\$5,200.97	\$5,461.02	\$5,734.07	\$6,020.77	\$6,321.81
1	ASP - Technical Annual Access Fee	\$4,714.71	\$4,950.45	\$5,197.97	\$5,457.87	\$5,730.76
1	ASP - Technical Annual Access Fee	\$7,987.98	\$8,387.38	\$8,806.75	\$9,247.09	\$9,709.44
1	ASP - Technical Annual Access Fee	\$401.94	\$422.04	\$443.14	\$465.30	\$488.56
1	NaviLine Human Resources Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	NaviLine Click2Gov3 Employee Self Service Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	NaviLine m.Building Inspections Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	NaviLine m.MobileUser License Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	NaviLine Mobile Server Framework Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	QuatreD QUICK Integration Software-Misc Inventory Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	QuatreD QUICK Integration Software-Misc Inventory Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	NaviLine QuatreD Mobile Bar Code Interface-PSJ Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	NaviLine QuatreD Mobile Bar Code Interface-PSJ Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Executime Hosted-NaviLine Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	NaviLine Click2Gov3 Accounts Receivable & Loans Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	OnePoint Point-of-Sale Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	NaviLine Click2Gov3 Business Licenses Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	NaviLine Click2Gov3 Code Enforcement Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	NaviLine Accounts Receivable-Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	NaviLine Cash Receipts-Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	NaviLine Customer Information System Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	NaviLine Fleet Management-Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	NaviLine GMBA w/Extended Reporting Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	NaviLine Business Licenses Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	NaviLine Purchasing/Inventory-Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	NaviLine Work Orders/Facility Management Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	NaviLine Fixed Assets-Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	NaviLine Building Permits Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	NaviLine Code Enforcement Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	NaviLine Document Management Services Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	NaviLine Planning & Engineering Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	NaviLine Land/Parcel Mgmt-Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Click2Gov Wireless BP Module Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	NaviLine Loans Processing Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	NaviLine Payroll/Personnel-Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
77	Modifications Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	ACOM Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	ACOM Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	ACOM Annual Access Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	NaviLine Global Financials Annual Maintenance Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total		\$244,136.18	\$256,342.99	\$269,160.14	\$282,618.15	\$296,749.05

Product: Product Name		10/28/2023 - 10/27/2024	10/28/2024 - 10/27/2025	10/28/2025 - 10/27/2026	10/28/2026 - 10/27/2027	10/28/2027 - 10/27/2028
Qty						
1	Fusion - Subscription	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	CentralSquare Payments Annual Subscription Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Distribution Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Technical Services - TS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	NaviLine Web Enablement Annual Maintenance Fee	\$750.75	\$788.29	\$827.70	\$869.09	\$912.54
Total		\$750.75	\$788.29	\$827.70	\$869.09	\$912.54

Payment Terms:

- a. If applicable, License Fees are due on the Delivery Date.
- b. If applicable, Support & Maintenance Fees are due annually beginning prior to the first anniversary of the Delivery Date and annually thereafter.
- c. If applicable, Annual Subscription Fees are due on the Delivery Date, and annually thereafter on the anniversary of the Delivery Date.
- d. Annual Software Maintenance Fees and Annual Subscription Fees shall increase by 5% year over year.
- e. If applicable, non-subscription Hardware Fees are due on the Effective Date.
- f. If applicable, Third-Party Fees are due on the Effective Date.
- g. If applicable, Travel expenses shall be due as incurred, invoiced on a monthly basis for the travel expenses incurred in the preceding month.

Invoice Terms:

CentralSquare shall provide an invoice for the items in the schedule above no less than thirty (30) days prior to the due date.

ANCILLARY FEES

- a. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
- b. To the extent allowable by law, if Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 2

Maintenance & Support

This Maintenance & Support Exhibit describes support and maintenance relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

1. Product Updates and Releases

- 1.1. Software Version. "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.
- 1.2. Updates. From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.
- 1.3. Releases. Customer shall agree to install and/or use any New or Major Release within one year of being made available by CentralSquare to avoid or mitigate a performance problem, ineligibility for Support and Maintenance Services or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. Support

- 2.1. CentralSquare shall provide to Customer support via toll-free phone number 833-278-7877 or via the CentralSquare Support Portal via . CentralSquare shall provide to Customer, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Customer and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error.
- 2.2. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Amendment, including remote access in accordance with the Remote Access Policy.
- 2.3. Online Portal

3. Online Support

Online support is available via <https://support.centalsquare.com/s/contact-us>, offering Customer the ability to resolve its own problems with access to CentralSquare's most current information. Customer will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. Exclusions from Technical Support Services

CentralSquare shall have no support obligations to provide Support or Maintenance for Solutions that are not kept current to one version prior to the then current version of the Solution. CentralSquare shall have no support obligations with respect to any third-party hardware or software product not licensed or sold to Customer by CentralSquare ("Nonqualified Product"). Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. Customer Responsibilities

In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

- 5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.
- 5.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;
- 5.3 For CentralSquare Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;

- 5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;
- 5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;
- 5.6 At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;
- 5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information contained within Customer Systems; and
- 5.8 Reasonably ensure that the Customer Systems are isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

6. **Priorities and Support Response Matrix**

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Exhibit. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time
Priority 1 – Urgent	The software is completely down and will not launch or function.	Priority 1 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 2 – Critical	A high-impact problem that disrupts the customer's operation but there is capacity to remain productive and maintain necessary operations.	Priority 2 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 3 – Non-Critical	A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of user workflow but does not significantly impact their job function.	Priority 3 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Non-Critical Priority 3 issues may also be reported via https://support.centalsquare.com/s/contact-us
Priority 4 – Minor	Cosmetic or documentation errors, including Customer technical questions or usability questions.	Priority 4 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Minor Priority 4 issues may also be reported via https://support.centalsquare.com/s/contact-us

7. **Exceptions.** CentralSquare shall not be responsible for failure to carry out its Support and Maintenance obligations under this Amendment if the failure is caused by adverse impact due to:
 - 7.1. defectiveness of the Customer's Systems (including but not limited to environment, hardware or ancillary systems), or due to Customer corrupt, incomplete, or inaccurate data reported to the Solution, or documented defect.
 - 7.2. denial of reasonable access to Customer's System or premises preventing CentralSquare from addressing the issue.
 - 7.3. material changes made to the usage of the Solution by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solution.
 - 7.4. a Force Majeure event (as outlined in Section 14), or the negligence, intentional acts, or omissions of Customer or its agents.
8. **Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than twenty-four (24) hours after notification.
Priority 2 – Critical	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume normal operations on the production System. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than thirty-six (36) hours after notification.
Priority 3 – Non – Critical	CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and CentralSquare's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no defined resolution time.

9. **Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.

9.1. Maintenance. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.

9.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled subordinate to production environment service requests.

10. **Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.

11. **Development Work.** Software support and maintenance does not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.

12. **Technology Life Expectancy.** Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that CentralSquare will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, CentralSquare does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by CentralSquare will function for an indefinite period of time. Rather, CentralSquare and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

EXHIBIT 3 **CentralSquare Access Management Policy**

In order to provide secure, federally compliant connections to agency systems CentralSquare Technologies ("CentralSquare") requires BeyondTrust or SecureLink as the only approved methodology of connection. BeyondTrust and Securelink provide the necessary remote access in order to service and maintain CentralSquare products while adhering to the Federal Bureau of Investigations Criminal Justice Information Services requirements. Both solutions utilize two-factor authentication Federal Information Processing Standard Publication ("FIPS") 140-2 validated cryptographic modules and AES encryption in 256-bit strengths.

BeyondTrust and Securelink are addressed in turn via this Access Management Policy; Customers may choose which remote privileged access management solution will be utilized by CentralSquare.

BeyondTrust

The BeyondTrust remote support solution may be utilized via escorted session or a jump Customer. As for an escorted session, when an agency needs assistance from CentralSquare, the agency employee requesting assistance will receive verbal or email communication with a session key necessary to enable remote access. If a verbal key is provided, the user enters the session key after visiting <https://securesupport.centalsquare.com>.

Jump Customers are a Windows service that can be stopped/started to facilitate a support session. Connections made via jump Customer can be active or passive. An active jump Customer is always available. A passive connection is enabled for a specific purpose and then disabled when not used. Regardless of the option selected, CentralSquare's support team will arrange a BeyondTrust session to establish the jump Customer.

The jump Customer resides on the agency side on the installed device, where an agency administrator can manage. Instructions on how to enable/disable jump Customers can be provided upon request. A sample workflow of a passive jump Customer is provided below:

Should an agency require support from CentralSquare, a call would be placed and/or a support ticket opened in the portal on the CentralSquare customer support website. Before accessing the agency's system and/or environment, the CentralSquare representative would send a notice of connection from the CentralSquare support portal instance. This notice can be sent to the individual at the agency that the CentralSquare representative is working with or other designated contacts as necessary. Upon receipt of the notice of connection, the agency personnel would enable the BeyondTrust jump Customer. The CentralSquare representative would then be admitted to the agency's system and/or environment to perform the necessary task. Upon completion of the task, the CentralSquare representative sends a notice of disconnection from the CentralSquare support portal instance. Upon receipt of the notice of disconnection, the agency personnel would then disable the BeyondTrust jump Customer.

Securelink

Similar to BeyondTrust's escorted session, Securelink may be utilized via "quick connect". To enable a quick connect session when an agency needs assistance from CentralSquare, the Agency employee requesting assistance will enter a key code in order to connect for screen sharing on a device.

Similar to the jump Customer methodology, SecureLink may also be utilized via "gatekeeper". The sample workflow description for a jump Customer provided above is substantially similar to the workflow for gatekeeper.

Summation

BeyondTrust and Securelink allow customers the ability to monitor connectivity to the customer's network and maintain CJIS compliance while enabling CentralSquare to perform the necessary support functions.

EXHIBIT 4
Certificate of Insurance (Evidence of Coverage)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN130114897-EQIC-GAWU-22-23 INSURED CentralSquare Technologies, LLC 1000 Business Center Drive Lake Mary, FL 32746	CONTACT NAME: PHONE (A/C, No., Ext.): FAX (A/C, No.): E-MAIL: ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th><th style="width: 20%;">NAIC #</th></tr></thead><tbody><tr><td>INSURER A: The Charter Oak Fire Insurance Co.</td><td>25615</td></tr><tr><td>INSURER B: Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER C: Travelers Property Casualty Company Of America</td><td>25674</td></tr><tr><td>INSURER D: Travelers Casualty And Surety Company</td><td>19C38</td></tr><tr><td>INSURER E: AIG Specialty Insurance Company</td><td>26883</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Charter Oak Fire Insurance Co.	25615	INSURER B: Phoenix Insurance Company	25623	INSURER C: Travelers Property Casualty Company Of America	25674	INSURER D: Travelers Casualty And Surety Company	19C38	INSURER E: AIG Specialty Insurance Company	26883	INSURER F:	
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INSURER E: AIG Specialty Insurance Company	26883														
INSURER F:															

COVERAGES	CERTIFICATE NUMBER: ATL-005494451-00	REVISION NUMBER: 0
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		H-630-6S758680-COF-22	08/31/2022	08/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		BA-6S783539-22-13-G	08/31/2022	08/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		CUP-6S801390	08/31/2022	08/31/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N N/A	UB-6S783668-22-13-G	08/31/2022	08/31/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	☐ E&O/Cyber		015930625	09/30/2022	08/31/2023	Limit \$ 5,000,000 SIR \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER CentralSquare Technologies LLC 1000 Business Center Drive Lake Mary, FL 32746	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. <i>John White</i>
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ACORD 25 (2016/03)

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EXHIBIT 5
Statement of Work
[TBD]

EXHIBIT 6
Service Level Commitments

The following applies to any non-OPS designated Software Subscriptions on Exhibit 1 as a cloud hosted Solution.

1. Service Level Commitments

- A. **Availability.** During any calendar month, the availability of the Solution shall be no less than 99.9%, excluding scheduled maintenance. CentralSquare shall provide Customer with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime of the Solution, as well as continual periodic updates during the unscheduled downtime regarding CentralSquare's progress in remedying the unavailability and estimated time at which the Solution shall be available.
- B. **Measurement.** Service availability is measured as the total time that the solutions are available during each calendar month for access by Customer ("Service Availability"). Service Availability measurement shall be applied to the production environment only, and the points of measurement for all monitoring shall be the servers and the internet connections at CentralSquare's hosted environment.
- C. **Calculation.** Service availability for a given month shall be calculated using the following calculation:
- I. The total number of minutes which the service was not available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.
 - II. Service availability targets are subject to change due to the variance of the number of days in a month.
 - III. The total number of minutes which the service was not available in a given month shall exclude minutes associated with scheduled or emergency maintenance.
- D. **Remedy.** If the service period target measurement is not met, then the customer shall be entitled to a credit calculated as follows:

Service availability	Credit percentage
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

- E. Credit must be requested by the customer within sixty (60) days of the failed target. Any credit awarded shall be applied to the next applicable invoice. Customer shall not be eligible for credits where customer is more than thirty (30) days past due on their account.
2. **Server Performance & Capacity.** The standard provisioning of storage for the cloud solutions is 1 terabyte. If Customer requests to add additional Software, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply at per unit (gigabyte, hour, license, etc).
3. **Non-Production Environments.** Included in the subscription fee is access to the training environment during the hours of 8:00am – 4:00pm EST, Monday through Friday. Should the Customer require extended access for items such as internal training, CentralSquare can make exceptions provided that Customer provide reasonable advance written notice. CentralSquare will then work with the Customer to enable access in accordance with an agreed upon schedule.

EXHIBIT 7
Third-Party Terms and Conditions (if applicable)



Project Administration Department

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

Memorandum

Date: July 22, 2025
To: Mayor, Board of Commissioners, and City Manager
Through: Jeffrey Young, Chief of Police *[Signature]*
From: Bob Robertson, Project Administration Director
P.J. Harbert, Grant Project Specialist
Subject: Institute of Police Technology and Management Contract Number G3E95

Recommendation

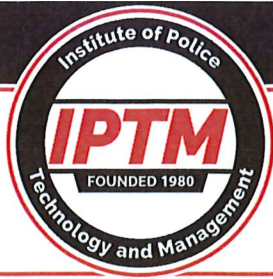
Approval is recommended for the Mayor or his designee per City resolution to execute a subcontract agreement with the Institute of Police Technology and Management (IPTM) in the amount of \$5000 to conduct overtime high visibility education and enforcement operations through May 8, 2026.

Summary

The purpose of this agreement is for approval of contractual services between IPTM and the City of Tarpon Springs in the amount of \$5000 for the Tarpon Springs Police Department to conduct overtime high visibility education and enforcement through May 8, 2026. There is no match from the City for this agreement.

The City Attorney has reviewed this agreement.

The agreement document is attached.



Institute of Police Technology and Management

University of North Florida
12000 Alumni Drive | Jacksonville, Florida 32224
Phone: (904) 620-4786 | Fax: (904) 620-2453
www.iptm.org

July 1, 2025

Mr. Chris Craig
Traffic Safety Administrator
Florida Department of Transportation
605 Suwannee Street, MS 53
Tallahassee, Florida 32399

RE: Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program
Project Number: 433144-1-8404
Contract Number: G3E95

Dear Mr. Craig,

We are requesting subcontract approval under the aforementioned subgrant agreement. The request is for approval of a contractual services agreement between IPTM and City of Tarpon Springs in the amount of \$5,000.00. Under the contract, Tarpon Springs Police Department will conduct overtime high visibility education and enforcement operations through May 8, 2026.

I appreciate your consideration of this request.

Sincerely,

Angel Williams
Coordinator

Attachment

Letter of Agreement and Contract

In this contract between the City of Tarpon Springs ("Vendor") and University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM"), a direct support organization of the University of North Florida ("University"), the Vendor shall perform the services as outlined in the scope of services (Exhibits A & B). The contract period will begin upon execution and will end on May 8, 2026.

Total contract amount will not exceed \$5,000.00

The parties to this contract shall be bound by all applicable state and federal requirements as outlined in Florida Department of Transportation (FDOT) Project # 433144-1-8404, FDOT Contract # G3E95. All services must be completed by May 8, 2026. The final invoice must be received by June 5, 2026 or payment will be forfeited.

It is expressly understood that the Vendor is an independent contractor, and not an agent of the FDOT or the University of North Florida. The FDOT and the University's ("State Agencies" or individually "State Agency") respective total liability in negligence or indemnity for acts of its employees or officers shall not exceed the limits of their waiver of sovereign immunity provided under Section 768.28, Florida Statutes. The FDOT, the University, and the Vendor shall each be responsible for its own attorney fees in the event of a dispute.

To the fullest extent permitted by law, the vendor shall indemnify and hold harmless IPTM and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and IPTM's sovereign immunity.

Vendor is a subdivision, as defined in Section 768.28, Florida Statutes, and Vendor agrees to be fully responsible only to the extent provided by Section 768.28, Florida Statutes, for the negligent or wrongful acts or omission of any employee of the Vendor while the employee is acting within the course and scope of the employee's employment, and for any damages proximately caused by said acts or omissions or torts.

Nothing herein shall be construed as consent by a State Agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this contract. No State Agency or subdivision indemnifies any other party or person beyond the extent permitted under the law, no matter what the circumstances. Nothing herein shall be construed as a waiver by the FDOT, the University, and the Vendor of any rights or limits to liability existing under Section 768.28, Florida Statutes.

In accordance with the contract, the Vendor is authorized to perform the tasks detailed in the scope of services (Exhibits A & B) and is fully responsible for satisfactory completion of all services. Services performed prior to receiving an executed contract from the University will not be eligible for reimbursement. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

This is a cost reimbursable contract. To be eligible for reimbursement, all costs must be allowable pursuant to state and federal expenditure laws, rules and regulations and must be essential to the successful completion of the tasks identified in this contract for services.

If a cost benefits more than one project, a determination must be made and documentation provided to support that the cost is distributed in a reasonable and consistent manner across all benefiting projects.

CANCELLATION: This contract may be unilaterally cancelled by FDOT or the University for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with this contract, unless Florida law provides that the records are confidential and/or exempt from the disclosure requirements of section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.

EXHIBIT "A"

SCOPE OF SERVICES PEDESTRIAN AND BICYCLE SAFETY HIGH VISIBILITY EDUCATION AND ENFORCEMENT CAMPAIGN

I. **OBJECTIVE:**

The Florida Department of Transportation ("FDOT"), through a subgrant with University of North Florida ("University"), will utilize law enforcement support to reinforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The goal of this effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists using high visibility education and enforcement details.

II. **PURPOSE:**

In 2023, 3,375 people lost their lives in traffic crashes on Florida's roadways. More than 23% of them were pedestrians (791) and more than 6% were bicyclists (234).

The **Purpose** of this funding opportunity is to develop and implement effective community level High Visibility education and enforcement details in areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists.

The project **Goal** is to mitigate crashes by increasing awareness of and compliance with traffic laws that protect the safety of pedestrians and bicyclists on Florida's roads.

Pedestrians and bicyclists are more vulnerable than all other road users. Traffic crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of traffic crashes.

Speed, impairment, and distractions contribute to unsafe conditions for pedestrians and bicyclists and may be included in enforcement operations where there is data to support the need for these interventions to improve the safety of pedestrians and bicyclists.

Pedestrian decoys may only be included in enforcement operations to improve driver yield rates at mid-block crossing locations to improve the safety of pedestrians and bicyclists.

This campaign is a component of Florida's Bicycle/Pedestrian Focused Initiative and is implemented by the Institute of Police Technology and Management (IPTM) under the direction of the Florida Department of Transportation (FDOT). This campaign supports the goals established in Florida's Pedestrian and Bicycle Strategic Safety Plan. High Visibility Enforcement activities are being implemented to mitigate crashes by educating pedestrians, bicyclists, and motorists on traffic laws pertaining to pedestrian and bicycle safety and increasing compliance with those laws.

III. **IPTM RESPONSIBILITIES:**

IPTM will provide the required training/training materials, a copy of Florida's Pedestrian and Bicycle Strategic Safety Plan, and educational materials to the Vendor for distribution during enforcement operations upon contract execution. Additional educational materials, bicycle lights, and electronic media may be requested by the Vendor but are subject to availability. IPTM reserves the right to review and audit the Vendor's compliance with the terms of this Letter of Agreement and Contract. IPTM also reserves the right to reduce the amount of funding allocated under this Letter of Agreement and Contract when it is determined that the Vendor will be unable to properly utilize the full funding amount as outlined herein.

IV. **VENDOR SERVICES AND RESPONSIBILITIES:**

Vendor will provide high visibility education and enforcement of all road users, including pedestrians, bicyclists, and motorists, to change behaviors and improve the safety of pedestrians and bicyclists. Vendor will conduct on-street education and enforcement details at pre-approved locations within pre-approved times and distribute educational materials with each contact. Education is the preferred method of behavior correction. Warnings and/or citations to pedestrians, bicyclists, and motorists will be guided by

the Vendor's policies and procedures and must comply with Florida law. These operations are designed to reach more than just the individuals who are stopped or contacted, they should also be highly visible to anyone driving, walking, or biking in the area in a way that associates the enforcement activity with the safety awareness campaign. The Vendor shall record all detail activity that documents the education and enforcement outputs for each detail conducted during the contract period using the provided online platform.

To be reimbursable, activities conducted by the Vendor must meet the requirements listed in this Letter of Agreement and Contract to include the following:

- Operations must begin within 60 days of the contract execution date. Exceptions require the approval of IPTM.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible unless explicitly approved in writing by IPTM).
- Operations must be highly visible to anyone driving, walking, or biking in the area. It is strongly suggested that operations include a combination of high visibility elements with a coordinated media awareness campaign similar to those used in sobriety checkpoints or other enforcement mobilizations.
- Funds may not be used to supplant the Vendor's enforcement and educational efforts funded by other local, state, or federal sources. Duplicated efforts are not eligible for reimbursement.
- Vendor will not be reimbursed for education and enforcement details that take place at locations outside of those pre-approved by the FDOT and outlined in Exhibit C of this agreement.
- Vendor will not be reimbursed for education and enforcement details that take place outside of the day(s) and times of day pre-approved by the FDOT and outlined in Exhibit C of this agreement (each detail location may have different pre-approved days and times of day).

Minimum Level of Service

Vendor shall conduct highly visible education and enforcement operations at each of the identified locations outlined in Exhibit C of this agreement, prioritizing efforts towards higher ranked (Tier 1) locations.

☒ Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 8, 2026. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2026 through May 8, 2026.

☐ Only Tier 2 locations shall be worked from contract execution through May 8, 2026.

A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.

Vendor performance will be evaluated based on their prioritization of enforcement details to areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists and on the visibility of the mobilization.

- Vendor will not be reimbursed for administrative time, travel time, meal breaks or other hours that are not for participation in the education and enforcement overtime details aimed at reducing traffic crashes resulting in serious or fatal injuries to pedestrians or bicyclists, or attendance at required training outside of the training requirement listed within this contractual service agreement.
- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift

that causes the hours to exceed this limit. **Extenuating circumstances must be documented in the activity report.** There is no pay period limit.

- Officer training is mandatory. For their overtime hours to be reimbursable, officers working the education and enforcement details must first complete the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices."* To remain eligible, officer "refresher training" is required for any officer who completed the four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* **prior to June 30, 2024.** The refresher training class titled *"Pedestrian & Bicycle Safety: A Law Enforcement Review"* is not a substitute for the 4-hour classroom course for initial eligibility into this program.
- Vendor may be reimbursed for a limited number of sworn law enforcement officers to attend the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* or the two (2) hour online refresher training course titled *"Pedestrian & Bicycle Safety: A Law Enforcement Review"*. For their overtime hours to be reimbursable, attendance at the training must be within the contract period and must be on overtime status. Although every sworn law enforcement officer may attend the training, overtime reimbursement is limited to those officers who will actually take part in education and enforcement details.
- Public awareness is a key element of the high visibility enforcement model. The Vendor is strongly encouraged to distribute a minimum of two (2) media releases during the contract period. The first media release announcing that operations are beginning should be distributed a minimum of seven (7) days in advance of the first education/enforcement detail. The second media release should include a reminder that details are ongoing. This second media release should be distributed approximately halfway through the contract period. Additional media engagement is also encouraged throughout the contract period. Media releases may include social or digital media but must also be distributed through local media outlets. Proof of media engagement should be provided within 30 days of the press release or news report.
- The Vendor shall distribute the provided safety educational materials during all education and enforcement details. Materials will be provided to Vendor free of charge for this purpose.
- Vendor may elect to participate in bicycle light distribution to improve nighttime visibility and compliance with F.S. 316.2065(7). A Bicycle Light Distribution Assurance Form provided by IPTM is required for each bicycle light set that is distributed. The required documentation must be signed by the officer and submitted to IPTM or through the provided online platform along with the detail report for the period in which the lights were distributed.
- Invoice submissions must document that each officer was on overtime status while working the education and enforcement details in order to be eligible for reimbursement.

HIGH VISIBILITY ENFORCEMENT (HVE)

All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this contractual service agreement.

High Visibility Enforcement is defined as:

- Intense:** Enforcement activities are over and above what normally takes place.
- Frequent:** Enforcement occurs often enough to create general deterrence.
- Visible:** A majority of the public sees or hears about the enforcement.
- Strategic:** Enforcement targets high-risk locations during high-risk times.

APPROVED PERSONNEL LIST

Prior to commencing the services outlined under this contract, Vendor must submit a list of personnel authorized to participate in overtime details under this agreement through the provided online platform. The name and fully loaded hourly overtime rates to be used for each officer must be submitted. The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime. Only hours from officers listed shown on the authorized personnel list are eligible for reimbursement under this agreement. The authorized personnel list shall be updated as needed to add officers and update overtime pay rates.

METHOD OF COMPENSATION/PAYMENT SCHEDULE

Invoices must be submitted at least monthly (every 30 days), beginning within 90 days of the contract execution date. Invoices must contain the following:

- **Invoice** to include summary of hours charged and total due.
- **Payroll documentation:** Vendor must submit payroll documentation to accompany each invoice. This payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid. As this is a cost-reimbursable contract, IPTM can only reimburse the Vendor for an amount up to the total costs incurred for the overtime worked; therefore, Vendor must include either a pay stub or payroll ledger documenting payment to each officer for which reimbursement is requested. It is the responsibility of the Vendor to redact any personally identifiable information such as Social Security numbers prior to submission.

The overtime pay rate for personnel shall be based on the actual cost per employee in accordance with the agency's payroll policy. Each agency shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the agency, as required by 2 CFR 200.403(c). Additional hours may be called overtime, call-out, off duty, extra, additional, etc.

As part of the "fully burdened" overtime costs, the agency can be reimbursed for the additional benefit costs paid on the overtime worked. These benefit costs must be additional costs incurred specifically as a result of the overtime being reimbursed. These benefits may include associated portions of FICA (Social Security and Medicare), Worker's Compensation, Retirement benefits, and fixed shift differential costs. Prorated portions of leave accrual, health/life insurance, uniform allowance, vehicle usage, salary incentive, and other standard benefits cannot be reimbursed as they are not additional costs incurred specifically as a result of the overtime worked.

- **Detail Activity:** Vendor shall record detail activity that documents the education and enforcement outputs for each detail conducted through the provided online platform. The activity will document that each detail conducted meets the minimum level of service as outlined in this agreement and show the officers assigned, date, days and/or times, location, contacts made, number of materials distributed, and the numbers of educational contacts, warnings and citations issued to motorists, pedestrians, and bicyclists for each statute. Detail Activity submissions shall be consistent with the corresponding invoices and payroll documentation.

All invoices must be submitted through the provided online platform. In case the provided online platform is unavailable, invoice documentation can be sent electronically to ped.bike.safety@iptm.org.

All requests for reimbursement shall be signed by an Authorized Representative of the Vendor, or their delegate.

The University has 40-days to review and process invoices for services. This process begins on the date the Vendor invoice is received, inspected, and approved. Invoices may be returned if not completed properly. If a payment is not available within 40 days from the University approval, a separate interest

penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar will not be enforced unless the Vendor requests payment. Invoices that have to be returned to a Vendor because of Vendor preparation errors will result in a delay in the payment and is not subject to the interest penalty. The Vendor payment requirements do not start until a properly completed financial reimbursement request is provided to the University.

FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of services provided. If the University determines that the performance of the Vendor does not comply with the contract requirements, the University shall notify the Vendor of the deficiency to be corrected, and the correction shall be made within a timeframe to be specified by the University. If the deficiency is subsequently resolved, the University agrees to pay the invoice(s) for the unpaid amount(s) during the next billing period. If the Vendor is unable to resolve the deficiency, the funds shall be forfeited at the end of this contractual service agreement.

PRE-APPROVED HVE LOCATIONS

Education and enforcement overtime details are only authorized at locations (specific intersections, corridors, and/or regions) that have been pre-approved by the FDOT. Vendor may not be reimbursed for efforts conducted at locations that have not been pre-approved, that take place prior to the date of the approval of this agreement, or that do not comply with the minimum level of service as outlined in this agreement.

Maximum number of officers permitted at pre-approved locations:

- 0.5 mile or less - 3 officers permitted
- 0.51 miles to 0.75 miles – 5 officers permitted
- 0.76 miles or more – 8 officers permitted

The Vendor will not be eligible for reimbursement for officers that exceed the maximum number permitted.

Each pre-approved location will have clearly defined boundaries; day(s) and times of day in which the overtime details can be worked and will be outlined in Exhibit C.

REQUESTS FOR ADDITIONAL FUNDING

The Vendor may request an increase to the total funding amount of this contract during the contract period. If the funding is available, the increased funding request may be considered if the Vendor has:

- satisfied all of the provision listed within this contract
- submitted timely invoices and record of detail activity submissions
- conducted HVE overtime detail efforts in a manner that supports the stated goal
- expended 80% or more of the current contract funding amount
- pedestrian and bicyclist crash circumstances within the Vendor's jurisdiction support the increased funding amount

Increased funding will be based upon availability and must be approved by the FDOT.

Increased funding will be accomplished through an amendment to this contract which must be signed by the FDOT, Vendor, and IPTM.

Requests for increased funding must be submitted to IPTM and received on or before February 27, 2026.

NON-DISCRIMINATION AND ETHICAL STANDARDS

No person shall, on the ground of race, color, religion, sex, handicap, or national origin, be subjected to discrimination under any program or activity supported by this contract. The agency agrees to comply with the Florida Civil Rights Act (F.S. 760)

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0760/0760.html

All officers participating in High Visibility Enforcement activities are required to comply with the Law Enforcement Officer Ethical Standards of Conduct as established by the Florida Department of Law Enforcement. <https://www.fdle.state.fl.us/Content/CJST/Menu/Officer-Requirements-Main-Page/LE-Ethical-Standards-of-Conduct.aspx>

CORE ACTIVITY PERFORMANCE MEASURES / MINIMUM LEVEL OF SERVICE TO BE PERFORMED AND CRITERIA FOR EVALUATING SUCCESSFUL COMPLETION.

Each law enforcement agency is encouraged to complete all of the tasks as outlined within this contract. All agencies are required to complete a minimum of (80%) eighty percent of contracted efforts within the contract period to be eligible for "agency of the year award" consideration. Each successive fiscal year, agencies will be prioritized for funding based on percentage of performance expectations that were met.

CONSEQUENCES FOR NON-PERFORMANCE

If the Vendor is unable to properly utilize the full funding amount as outlined herein, the amount of funding for subsequent periods may be reduced. In the event that the required services are in dispute, the invoice may be pro-rated, reduced, or payment withheld until adequate documentation is provided to support the completion of such services and the dispute is resolved. If requirements are not met, the invoice will be pro-rated and payment will only be made for services that were completed as outlined in this agreement. Failure to submit invoices, detail activity reports, or other deliverables as outlined in this contract may result in termination of the agreement.

EXHIBIT "B"

EFFORT SUMMARY

FLORIDA'S PEDESTRIAN AND BICYCLE FOCUSED INITIATIVE HIGH VISIBILITY ENFORCEMENT CAMPAIGN

QUANTIFIABLE, MEASURABLE, AND VERIFIABLE DELIVERABLES

- A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.
- Detail Activity Reports shall be submitted for each education and enforcement detail worked.
- Bicycle Light Distribution Assurance Forms shall be submitted for each bicycle light kit distributed.
- Invoices shall be submitted for each month or payroll period in which overtime details were performed beginning the month following contract execution.

PERFORMANCE MEASURES

Proof of performance documentation shall be submitted. This includes, but is not limited to, the following:

- Detail Activity Submissions
- Proof of media engagements
- Proof of overtime hours worked

BUDGET/COST ANALYSIS

- The name and fully loaded hourly overtime rates to be used for each officer must be submitted.
- The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime.
- Only hours from officers listed and shown on the authorized personnel list are eligible for reimbursement under this agreement.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible unless explicitly approved in writing by IPTM).
- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.).
- Only maximum number of officers permitted at pre-approved locations are eligible for reimbursement under this agreement.
- Payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid.
- ☒ Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 8, 2026. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2026 through May 8, 2026.
☐ Only Tier 2 locations shall be worked from contract execution through May 8, 2026.
- Payment shall be made only after receipt and approval of services provided.

Total contract amount not to exceed: \$5,000.00

EXHIBIT "C"

Locations for Tarpon Springs Police Department
Florida’s Pedestrian and Bicycle Focused Initiative
High Visibility Enforcement Campaign

Rank	Roadway Name	From	To	Length (miles)	Tier	Time Range		Day of the Week
						From	To	
31	US 19 N	LAKE STREET	CYPRESS STREET	0.53	1	2000	2300	TUESDAY, WEDNESDAY, FRIDAY

Data Source: Signal 4 Analytics 7/1/2019-6/30/2024 (downloaded March 2025). Table lists roadway segments with high representation of traffic crashes resulting in serious injuries and fatalities to pedestrians and bicyclists.



Letter of Agreement and Contract

Execution of Agreement. This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**University of North Florida Training and Services Institute, Inc.
d/b/a Institute of Police Technology and Management**

George Androuin, Assistant Vice President

Date

Cameron Pucci, Director

Date

VENDOR ACKNOWLEDGEMENT: By signing below, I certify that I have read the entire document, agree to abide by the pricing and all terms and conditions of this Letter of Agreement and Contract, and that I am authorized to sign for the Vendor.

Vendor Name: City of Tarpon Springs

Address: 324 Pine Street, Tarpon Springs, FL 34689

Vendor's Authorized Agent Signature

Date

Printed Name

Title

DocuSigned by:
Chris Craig
B67DFAD0A5D7C4E4
07/09/2025 | 12:19 PM EDT

FDOT APPROVAL

Exhibit "D"

FY2025 - Subcontract Agreement Required Federal Clauses, Per Part V

- i. The parties to this subcontract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # 433144-1-8404, FDOT Contract # G3E95. A final invoice must be received by June 5, 2026 or payment will be forfeited.
- ii. **Buy America Act.** The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is \$5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.
- iii. **Certification Regarding Federal Lobbying.** The subcontractor certifies, to the best of his or her knowledge and belief, that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- iv. **Cooperation with the Inspector General.** It is the duty of every subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S.
- v. **DBE Assurance.** The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

- vi. **E-Verify.** Any subcontractors performing work or providing services pursuant to the subgrant agreement are required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.
- vii. **Nondiscrimination.** During the performance of this subcontract, the Subcontractor agrees:
 - 1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time
 - 2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein
 - 3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, or NHTSA
 - 4. That, in the event a Subcontractor fails to comply with any nondiscrimination provisions in this subgrant, the Subrecipient will have the right to impose such subgrant sanctions as it or NHTSA determines are appropriate, including but not limited to withholding payments to the Subcontractor under the contract/agreement until the Subcontractor complies; and/or canceling, terminating, or suspending a contract or funding agreement, in whole or in part.
- viii. **Clean Air Act and Federal Water Pollution Control Act.** Subcontracts for amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- ix. **Integrity Certification.** The Subcontractor certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subcontractor shall provide to the Department immediate written notice if at any time the Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- x. **Contract Work Hours and Safety Standards Act.** All subcontracts 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 CFR Part 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.
- xi. **Indemnification and Insurance.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subcontractor shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from

liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

- xii. **Policy on Banning Text Messaging While Driving Act.** In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, subcontractors are encouraged to:

Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government.

Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving.

Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are \$15,000 or more.

- xiii. **Human Trafficking.** The Subcontractor agrees that it and its employees that perform any work on the subcontract shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the subcontract.

- xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** The Subcontractor agrees to take the following affirmative steps to assure that minority businesses, women's business enterprise, and labor surplus are used when possible:

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

- xv. **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.



Project Administration Department

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

Memorandum

Date: July 22, 2025

To: Mayor, Board of Commissioners, and City Manager

Through: David Gilson, Building Development Director

From: P.J. Harbert, Grant Project Specialist

Shannon Brewer, Municipal Arborist

Subject: Florida Department of Agriculture and Consumer Services Grant #31316

David R.
Gilson

Digitally signed by
David R. Gilson
Date: 2025.07.22
09:07:32 -04'00'

Recommendation

Approval is recommended for the Mayor and the Board of Commissioners to accept the City of Tarpon Springs Urban Forestry Management Plan.

Background

The City of Tarpon Springs Urban Forestry Management Plan is a comprehensive plan that used community values identified during the creation of the Comprehensive, Strategic, Sustainability, and Stormwater Action Plans. The scope of work included an equitable community engagement framework using the City's Sustainability Advisory Committee as the sounding board and steering committee for the formulation of community vision and goals. The revised plan was taken before the Technical Review Committee and the Sustainability Committee and was approved by both.

Funding

Funding was provided through the Florida Department of Agriculture and Consumer Services as part of the Managing Community Forestry grants program. The City received \$15,000 for Phase 2 funding with a 1:1 match.

The Urban Forestry Management Plan is attached.

The City Attorney has reviewed this document.

URBAN FOREST MANAGEMENT PLAN

PREPARED FOR

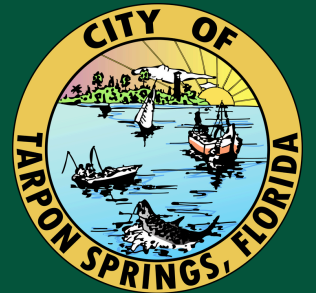
CITY OF TARPON SPRINGS

PRESENTED BY

**CTS URBAN FOREST
MANAGEMENT TEAM**

&

TREE CHECK UP, LLC



2025

City of Tarpon Springs 2025 Urban Forest Management Plan

AUTHORS

Shannon Brewer, City of Tarpon Springs Municipal Arborist

John Snow, Tree Check Up, LLC

PROJECT CONTRIBUTORS

Paulette “P.J.” Harbert, City of Tarpon Springs Grant
Project Specialist

Holly Langston, City of Tarpon Springs Sustainability
Coordinator

Patricia McNeese, City of Tarpon Springs Planning
Supervisor

Matthew Smith, City of Tarpon Springs GIS Administrator

Mitchell Moure, City of Tarpon Springs, GIS Mapping
Technician

Christina Cole, City of Tarpon Springs Sustainability Intern

SPECIAL THANKS

City of Tarpon Springs Board of Commissioners

Sustainability Advisory Committee

Landowners and residents of the City of Tarpon Springs.

Tampa Bay Urban Forest Working Group

USDA Forest Service

Florida Department of Agriculture and Consumer Services

Todd Little, Florida Forest Service

Lisa Godwin

Samuel Frantz

Samuel Lackey

Nina Race



PROJECT FUNDING

The work upon which this publication is based was funded, in whole or in part through a subrecipient grant awarded by the USDA Forest Service through the Florida Department of Agriculture and Consumer Services. The contents do not necessarily reflect the views or policies of the USDA Forest Service nor does the mention of trade names, commercial productions, services or organizations imply endorsement by the U.S. Government.



TABLE OF CONTENTS

4	Letter from Sustainability Committee
5	Executive Summary
6	Purpose of the Urban Forest Management Plan
8	Introduction
12	Environmental Benefits of Trees
14	Vision and Goals for the Urban Forest
16	Urban Forest Goals and Objectives
20	Implementation and Timeline
25	Addressing Challenges in the Urban Forest
37	Glossary
40	Bibliography
41	Appendix

Dear Tarpon Springs Residents,

The innumerable benefits that trees provide to enhance health, beauty, and quality of life are nearly impossible to quantify. Everyone, from city staff to citizens to visitors, has placed legacy value on our amazing trees as a very distinctive feature to the heritage, the beauty, the natural environment, and the quality lifestyle of Tarpon Springs.

The Arbor Day Foundation recognizes this source of civic pride, and in 1976 they created a structure to support cities in establishing trees as a priority. Since 2007, Tarpon Springs has participated in the Arbor Day Foundation Tree City USA program and has been acknowledged as a Tree City, a status our City has maintained every year since that time.

With the adoption of Sustainable Tarpon Springs in July 2023, we continued to recognize trees as a key part of resilience, playing a significant role in mitigating heat within urban spaces, reducing carbon, providing natural air purification, while simultaneously uplifting our spirits. The beauty that trees provide to a City enhance the tourism and economic growth as well.

This Urban Forest Management Plan is complimentary and integrally connected to the Sustainability Plan, which covers a variety of Actions ranging from the Natural Environment to Climate and Energy, Built Environment, Social Wellbeing and beyond. The proposals in this document are so neatly integrated, it is probably the most significant pathway for many of the Sustainability Plan Actions to be seamlessly accomplished!

The alignment between the Urban Forest Management Plan and Sustainable Tarpon Springs is an expression of Systems Thinking, enhancing the interconnectedness of all living things: plants, wildlife, and our own ability to healthfully flourish. The elements of this Urban Forest Management Plan provide a long-term, broad, thoughtfully considered structure to maintain the values so many of us cherish.

We hope you will read through this beautiful Urban Forest Management Plan and embrace it enthusiastically as our Sustainability Advisory Committee has! We wholeheartedly support this plan, and thank you all for contributing to the fabric of Tarpon Springs where positive visions for the future can flourish!

Warmly,
Denise Mannino,
Sustainability Advisory Committee Chair, on behalf of the Committee



Plan Highlights

The **Urban Forest Management Plan (UFMP)** for Tarpon Springs aims to manage and sustain the city's trees and green spaces while balancing urban growth and ecological preservation.

Purpose and Importance of the Urban Forest:

- Enhances air and water quality, reduces heat islands, supports wildlife habitats, and improves storm resilience.
- Boosts community pride, property values, public health, and walkability.

Current Status and Challenges:

- The urban tree canopy is at 35%, declining by 1.6% from 2017 to 2021 due to hurricanes, relaxed removal regulations, and redevelopment.
- Proactive management and strategic replanting are necessary to reverse losses.

Community Engagement and Support:

- Strong support for urban forestry:
 - **80.2%** consider it "**Very Important**"
 - **81.4% support establishing an Urban Forestry Program.**
- Residents prioritize tree ordinances, education, and sustainable funding, with preferred engagement methods including workshops and Arbor Day events.

Vision and Strategic Goals:

- A thriving urban forest with six key goals:
 1. Expand and Sustain Urban Tree Canopy
 2. Strengthen Community Engagement and Partnerships
 3. Update City Policies and Practice
 4. Build a Robust Urban Forestry Program
 5. Plan for Weather-Related Risks
 6. Measure Progress for Long-Term Success

Implementation Strategy:

- Adopts the **3-35-300** benchmark for tree coverage, updates GIS (Geographic Information Systems) inventory, and conducts regular canopy assessments.
- Emphasizes community partnerships, education, and continuous policy monitoring.

This comprehensive plan aims to improve sustainability, resilience, and quality of life through dedicated stewardship of urban forests.



Purpose of the Urban Forest Management Plan



WHAT IS AN URBAN FOREST?

Urban Forests are where trees and people intersect. The urban forest includes all trees and green spaces in Tarpon Springs—along streets, in parks, yards, banks of rivers and bayous (riparian areas), and natural woodlands—whether publicly or privately owned. It represents the vital intersection of people and trees, forming the **green infrastructure** that supports a healthier, more livable city. The urban forest also plays a crucial role in building community resilience to climate change, development pressure, and severe storms.



WHY IS AN URBAN FOREST MANAGEMENT PLAN IMPORTANT TO TARPON SPRINGS?

The purpose of creating an **Urban Forest Management Plan (UFMP)** for Tarpon Springs is to guide the sustainable care, growth, and preservation of the city's trees and green spaces. UFMP is an essential tool for Tarpon Springs. It serves to:

- **Protects Community Assets** - Ensures trees' long-term health and beauty, which are crucial to the city's identity.
- **Strengthens Storm Resilience** - Helps manage and restore the urban forest post-hurricanes, protecting infrastructure and reducing recovery costs.
- **Improve Public Safety** - Provides clear visibility and prevents accidents near sidewalks and roadways.
- **Supports Environmental Sustainability** - A healthy urban forest enhances air and water quality, reduces heat impacts, and provides wildlife habitats.
- **Guide Smart Growth** - Aligns tree management with zoning, land use, and sustainability goals during city development.
- **Attract Grants and Funding** - A clear plan showcases responsibility, making the city competitive for state and Federal urban forestry grants.
- **Engage the Community** - Encourages resident involvement in tree care, increasing awareness and pride in the city's green spaces.

In summary, the plan enables Tarpon Springs to balance growth with green space, manage risks, and create a beautiful, livable, and sustainable city.



Introduction



BACKGROUND

Trees are an essential part of life in Tarpon Springs. They help tell the story of the city's history, make neighborhoods more beautiful, and improve the health and happiness of everyone who lives and works here. The City is committed to protecting trees and landscaping and it is excited to work with the community to create a new urban forestry program for all to participate in.

Over the past five years, Tarpon Springs has been developing ambitious plans to protect the environment and plan for the future. These include plans for city growth, sustainability, and stormwater. Each plan was developed with input from community stakeholders and includes goals to help maintain our trees and green spaces. You can learn more about these plans on the Connect Tarpon Springs website, <https://connecttarponsprings.com>.

The urban forestry management plan was developed by city staff in collaboration with a consulting tree expert certified by both the Society of American Foresters and the International Society of Arboriculture. The Sustainability Advisory Committee (SAC) also helped guide the plan's values, vision, and goals.

By working together, we can ensure Tarpon Springs stays green, healthy, and beautiful for years to come.



PUBLIC INPUT

The social survey report conducted as part of Tarpon Springs' Urban Forest Management planning process highlights strong community support for the urban forest and its management (see Appendix E, Urban Forest Management- Social Survey). There were 183 respondents to the survey.

Survey Synopsis

- **High Importance of Urban Forest:** 80.2% of respondents rated the urban forest as "Very Important" to the city.
- **Strong Support for a Forestry Program:** 81.4% of participants considered having an Urban Forestry Program as "Very Important".
- **Public Awareness of Benefits:** Most respondents recognized key benefits of urban forests, including:
 - Improved air quality and increased water conservation
 - Enhanced community aesthetics and pride
 - Reduction of the urban heat island effect
 - Increased walkability and recreational activities
 - Ecosystem services include stormwater management, noise reduction, and habitat creation.
- **Preferred Engagement Methods:** Residents favored educational and participatory outreach methods, such as community workshops, Arbor Day events, and an Urban Forestry website.

In essence, **the community's priorities and values not only support but also validate the objectives and strategies proposed in the plan**, indicating strong alignment between public expectations and municipal action. This alignment will facilitate the successful implementation and garner public buy-in for future urban forestry initiatives.



Getting Feedback from YOU!

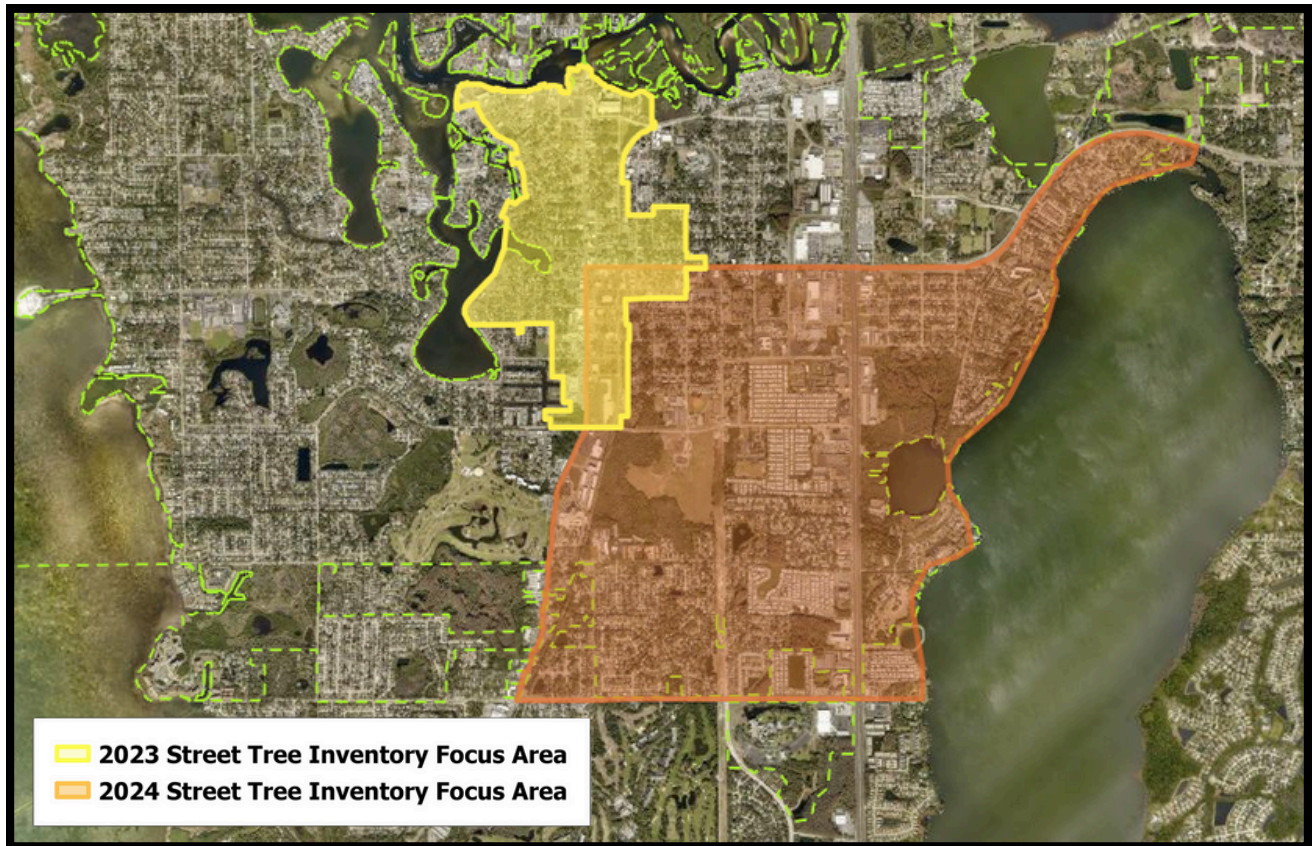
In addition to the online survey, participation in city events such as First Friday and Touch A Truck allowed the residents to provide input to city staff.

Top Priorities Identified by Public:

- Implementing an updated tree ordinance
- Developing a comprehensive Urban Forestry Management Plan
- Educating citizens and leaders
- Securing sustainable funding
- Using best practices for tree care

TARPON SPRINGS TODAY

The urban forest in Tarpon Springs offers numerous benefits to the city, enhancing both the environment and the quality of life for its residents.



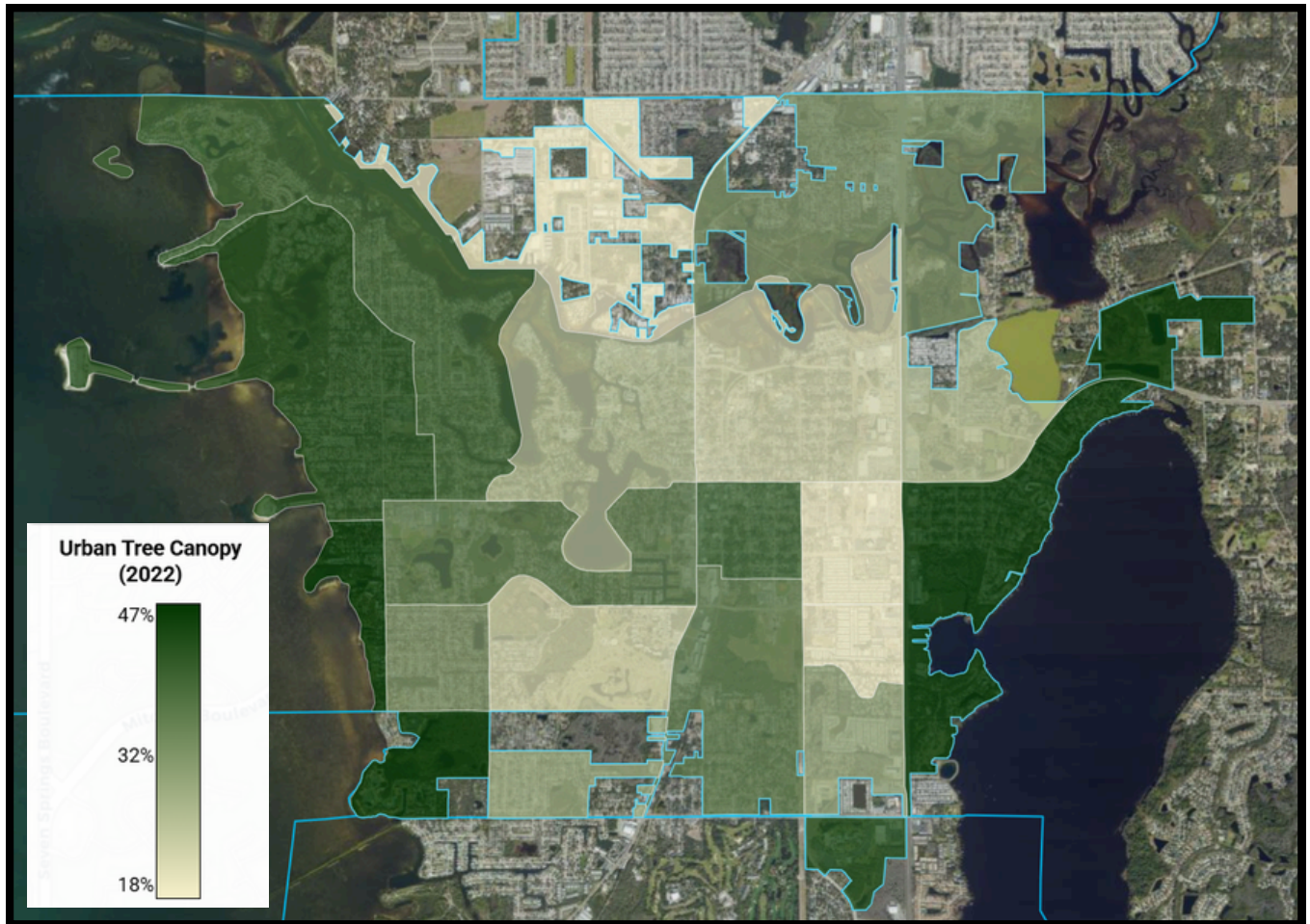
As part of the 2023 and 2024 Street Tree Inventory projects, over 6,800 trees were meticulously mapped, showcasing the city's dedication to maintaining and expanding its urban greenery. This initiative not only helps in managing the existing tree population but also aids in planning for future planting efforts to ensure a sustainable and vibrant urban forest for years to come.

2024 Street Tree Interns



Environmental students from University of South Florida (USF) collected data for class credits and hands on experience.

In 2023, Florida Forest Service published the *Statewide Community Tree Canopy Assessment*. This assessment found that the Tarpon Springs **Urban Tree Canopy (UTC)** averaged **35%** citywide, with **26%** possible planting area, and a **loss of 1.6%** overall UTC from 2017 to 2021. For more localized insights, go to <https://pg-cloud.com/FloridaCanopy> to explore the full data set with a suite of easy-to-use canopy analysis tools.



Tarpon Springs' tree canopy has declined due to a combination of factors, including: hurricanes, changes in state law, and redevelopment. Hurricanes have damaged or uprooted many large trees, while Florida Statute 163.045 now allows easier tree removal without permits for single-family properties, leading to more UTC loss. Redevelopment also contributes, as land is cleared for new buildings. These factors reduce overall tree coverage and created challenges to maintaining a healthy, resilient urban forest. **Proactive management and replanting are key to preserving canopy in the face of these pressures.**

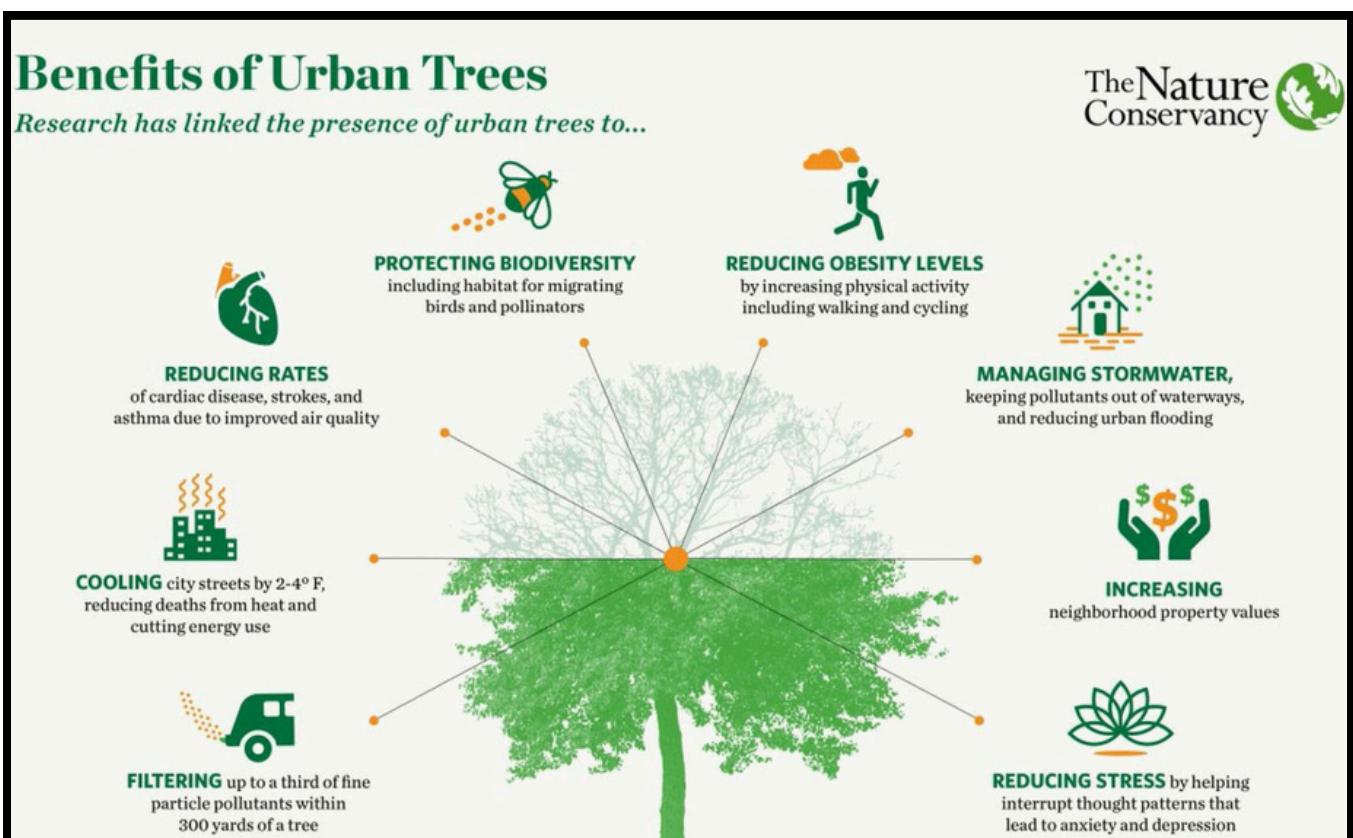
Scan to see Tarpon Springs' Urban Forestry Story Map

 [EXPLORE THE MAP NOW: HTTPS://ARCG.IS/1BI8P40](https://arcg.is/1BI8P40)



Environmental Benefits of Trees

Trees aren't just nice to look at—they're working hard behind the scenes. They're pulling carbon from the air, cleaning pollutants, producing oxygen, and even helping manage stormwater by reducing runoff. Urban forests hold greater significance now than ever before. These vibrant ecosystems offer essential benefits for both people and wildlife.



Data from 2023 and 2024 Tarpon Springs' Street Tree Inventory

129 Tons

129 tons of oxygen is produced by street tree in the project area

48 Tons

Trees in the project area sequestered 48.39 tons of carbon per year

\$4.3 Million

Replacement cost of the trees in the project area

Green infrastructure is a term used to describe practices for managing stormwater and preventing erosion. Green infrastructure mimics the natural environment and provides habitat as well as many other benefits in the process. Green roofs, bioswales, pervious pavement, and rain gardens are some examples of green infrastructure. Other types of green infrastructure, such as living shorelines, help stabilize shorelines in a more resilient and beneficial way than traditional methods.



Trees play a crucial role in **green infrastructure**. This practical approach utilizes nature-based systems to promote clean water, water use reduction, regulate temperatures, and foster more pleasant living environments. Green infrastructure complements built systems, such as pipes and storm drains, to enhance overall effectiveness.

More Tarpon Springs' Data:

427,800 gal/year

427.8 thousand gallons of avoided runoff per year from street trees

Top 3

Most common species:

- Cabbage Palm 27%
- Oak spp 24%
- Mangrove spp 6.3%

6" – 18"

The majority of street trees are small to medium size measuring between 6 to 18 inches **diameter at breast height (DBH)**.

Vision and Goals for the Urban Forest



Vision Statement

Our vision is to create a thriving, inclusive urban forest that protects heritage, enhances the environment, improves stormwater management, and delivers measurable, sustainable outcomes for the community of Tarpon Springs.

VISION FOR THE FUTURE

The vision for Tarpon Springs' urban forest focuses on building a healthy and well-managed UTC that serves the needs of the entire community. It aims to maintain older, established trees that reflect the city's history, support the local environment by providing shade and habitat, and help manage rainwater to reduce runoff and flooding. The plan emphasizes clear goals and establishes metrics to ensure the urban forest continues to provide long-term benefits for residents and the city as a whole.

GOALS FOR THE FUTURE

These objectives are designed to assist the City in caring for and enhancing our trees and green spaces. They emphasize the importance of cultivating a robust urban tree canopy, ensuring everyone has access to nature, fostering community engagement, and planning for a future that benefits all. The goals outlined in the management plan will be executed over a ten-year planning period. The management plan goals will be implemented over a 10-year planning horizon

Urban Forest Management Goals

Goal A: Sustain and Expand Urban Tree Canopy

Goal B: Strengthen Community Engagement and Partnerships

Goal C: Update and Enhance City Policies, Standards and Practices

Goal D: Build a Strong Urban Forestry Program

Goal E: Plan for Weather-Related Risks

Goal F: Measure Progress and Long-Term Success



Urban Forest Goals and Objectives

Tarpon Springs' urban forest management strategies are outlined across city plans, focusing on tree coverage, shade, and long-term planning. Through planting efforts, updated guidelines, and public involvement, the City supports a consistent and balanced approach to managing green spaces. The following strategies are necessary to achieve Tarpon Springs' urban forest goals:

GOAL A: SUSTAIN AND EXPAND TREE CANOPY

- A.1** Adopt the **3-35-300 Benchmark Framework** as the goal for sustained canopy coverage and distribution citywide (see Appendix A, 3-35-300 Benchmark Framework).
- A.2** Continue to **expand Street Tree Inventory** by conducting a comprehensive **Geographic Information Systems (GIS)** street and park tree inventory every five years.
- A.3** Conduct a high-resolution canopy assessment every five years, including both citywide and neighborhood-level analyses.



GOAL B: STRENGTHEN COMMUNITY ENGAGEMENT AND PARTNERSHIPS

B.1 Develop relationships with local businesses, schools, community organizations, and nonprofits. Create opportunities for these partners to sponsor or participate in urban tree planting initiatives and educational programs.

B.2 Enhance urban forestry knowledge and leadership by providing training opportunities for municipal staff, volunteers, and advisory groups to build knowledge and skills in tree care and management.



B.3 Encourage participation in leadership development programs related to urban forestry.

B.4 Promote shared responsibility for tree health by involving local teams in identifying and responding to potential tree health concerns. Offer workshops and informational sessions to share findings and recommended actions.

B.5 Develop outreach strategies to ensure all areas of the city are informed and engaged in tree-related initiatives. Offer materials in multiple formats and collaborate with local groups to broaden communication and participation.

GOAL C: UPDATE AND EXPAND CITY POLICIES, STANDARDS AND PRACTICES



C.1 Update private property regulations and standards.

C.2 Expand standards and best practices for trees in the public realm.

C.3 Develop a standardized set of maintenance guidelines for tree care, including pruning, watering, and disease prevention. Work with city departments and local contractors to ensure these guidelines are followed.

C.4 Adopt and implement a **Tree Risk-Benefit Management Policy** for city-maintained trees in public spaces. (See Appendix D, Role of Risk Management in Urban Forestry)

GOAL D: BUILD A STRONG URBAN FORESTRY PROGRAM

- D.1** Clarify responsibilities and improve coordination among city departments. Establish clear roles for the urban forestry program, including dedicated positions for management, outreach, and policy enforcement. Coordinate efforts between planning, public works, development review and community engagement teams.
- D.2** Further define and clarify *Tree Bank* funding specifically for urban forest management planning and development.
- D.3** Create long-term financial support for urban forestry management in Tarpon Springs.
- D.4** Secure sustainable funding for urban forestry programs. Explore various funding sources, including federal grants, private partnerships, public donations, and city budget allocations.
- D.5** Fill key positions in the urban forestry program and provide ongoing training, including Continuing Education opportunities, to keep staff proficient in Arboriculture standards.
- D.6** Continuously enhance urban forestry practices using data and feedback to adapt the program to evolving needs.



GOAL E: PLAN FOR WEATHER-RELATED RISKS



- E.1** Using the existing Street Tree Inventory system, regularly assess the health and stability of urban trees, especially large or older trees that might pose a hazard in storms. Focus on high-risk areas like floodplains and major transportation routes.
- E.2** Expand upon the existing storm recovery plan to better define steps for emergency response, clearing debris, and to include replanting damaged trees. Work closely with emergency response teams and Public Works Department to clarify roles and reporting of tree related incidents during an event.
- E.3** Establish guidelines for proactive pruning and hazard mitigation, particularly for trees near power lines, public spaces, or roadways. Educate the public on safe effective tree maintenance practices in preparation for extreme weather.

GOAL F: MEASURE PROGRESS & LONG-TERM SUCCESS

- F.1** Monitor the urban forest's progress and provide data-driven insights. Regularly update and analyze GIS data to track tree canopy, urban heat island reduction, and other relevant metrics.
- F.2** Develop an annual report highlighting achievements, challenges, and data on urban forestry metrics. Share with stakeholders, residents, and local leaders.
- F.3** Define roles and responsibilities for city departments and partnering organizations.
- F.4** Create an adaptive management framework to track progress and adjust strategies based on outcomes.
- F.5** Develop best management practices for potable and reclaimed water conservation.

“ We all have a role to play in shaping our future and tree champions like Tarpon Springs are leading the way... Trees are critical infrastructure, building resiliency and fostering good health in our nation's cities. ”

Michelle Saulnier, Vice President of Programs at the Arbor Day Foundation.

Implementation and Timeline



GUIDELINES

Time Frame:

The time frame for the Tarpon Springs UFMP is ten years. Every three years following its adoption, as required by the City Charter, the UFMP shall be reviewed by the Sustainability Committee and Technical Review Committee with assistance from the Municipal Arborist. The review will evaluate the Plan's efficacy in achieving its vision. If adjustments are determined to be necessary, appropriate staff (See Appendix C, Departmental Framework & Organizational Chart) and professional services may be initiated to revise the plan.

Reporting:

The **Municipal Arborist** will prepare an annual State of the Urban Forest Report. This document will summarize the status and trend of the performance-based Report Card and highlight progress on developing and implementing Departmental Operational Plans addressing the Policy Elements of the UFMP.

Public Comment

A two-week public comment period after major benchmarks is an important step to ensure transparency and community involvement as we move forward with enhancing the urban canopy, supporting climate resilience, and integrating sustainable practices in tree management citywide. This aligns with best practices in community engagement, as emphasized in the Strategic Plan and Sustainability Plan documents

Coordination:

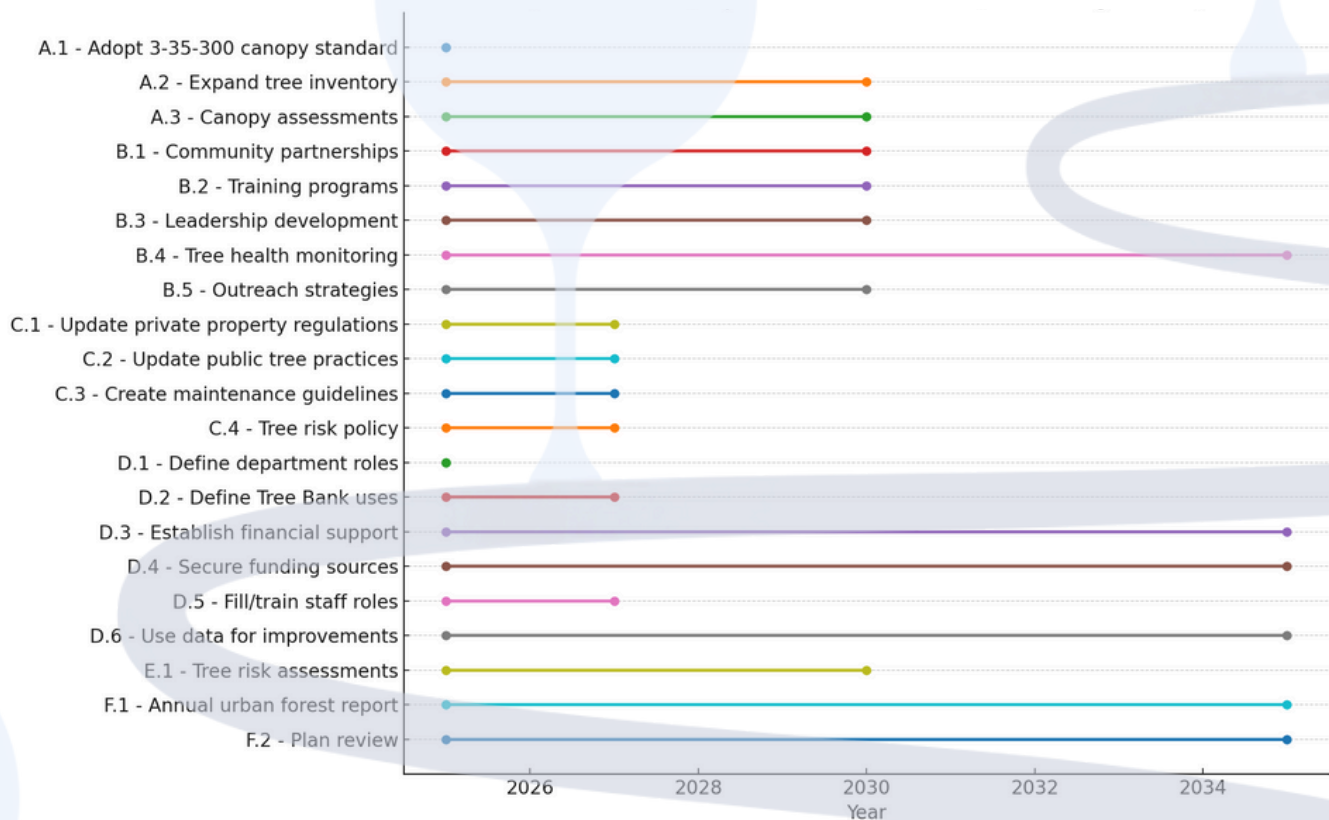
Within 12 months of UFMP adoption, an interdepartmental Tree Work Group will be established to coordinate all operational and regulatory functions related to urban forest management. This group will lead coordination of urban forest policy and policy changes, as well as the development and maintenance of citywide Best Management Practices (BMPs) for urban forest management. Within 24 months, using input from the Tree Work Group, the City Manager will recommend necessary policy changes.

Departmental Operational Plans:

Each land-managing or land-regulating department will develop a draft Departmental Operational Plan within six months of UFMP adoption. These plans will be based on the UFMP and its Action Matrix. By 12 months, the Municipal Arborist will compile and assess existing operational and regulatory items related to urban forest management. This audit will identify opportunities for improvement and resolve inconsistencies. By 24 months, the City Manager will review these Operational Plans and make recommendations, including potential changes to organizational structure or adjustments to Tree Bank fund allocations.

URBAN FOREST MANAGEMENT TIMELINE

Tarpon Springs Urban Forest Management Plan: 10-Year Implementation Timeline



URBAN FOREST MANAGEMENT PLAN ACTION MATRIX

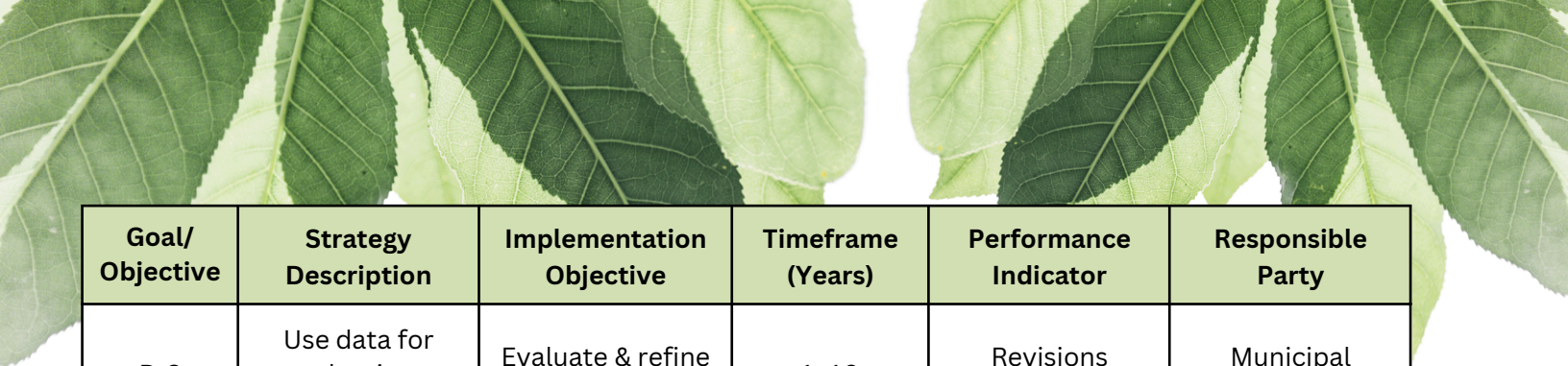
This matrix outlines the goals, corresponding strategies or objectives, timeframes, performance indicators, and responsible parties for effective execution.



Goal/ Objective	Strategy Description	Implementation Objective	Time frame (Years)	Performance Indicator	Responsible Party
A.1	Adopt 3-35-300 canopy standard	Promote equity and canopy access	1-3	% neighborhoods meeting 3-35-300	Municipal Arborist & GIS
A.2	Expand GIS Street/park tree inventory	Full inventory every 5 years	1-5 & 6-10	% inventory completion	GIS, Municipal Arborist and Sustainability
A.3	High-resolution canopy assessments	Track canopy trends	1-5 & 6-10	Canopy % citywide and by zone	Urban Forestry Consultant
B.1	Engage schools, businesses, nonprofits	Support community-based forestry	Ongoing (1-10)	Number of formal partnerships	Sustainability Coordinator
B.2	Train staff and volunteers	Build urban forestry capacity	1-6	Hours of training completed	Municipal Arborist
B.3	Leadership development programs	Build stewardship pathways	1-6	Participant enrollment	Municipal Arborist
B.4	Community in tree health monitoring	Promote shared responsibility	Ongoing (1-10)	Public reports and resolution	Public Works Dept. & Municipal Arborist
B.5	Inclusive citywide outreach	Broaden awareness and engagement	1-10	Outreach reach metrics	Communications Team



Goal/ Objective	Strategy Description	Implementation Objective	Timeframe (Years)	Performance Indicator	Responsible Party
C.1	Update private tree regulations	Improve private tree protections	1–3	New code adoption and enforcement	Planning and Zoning
C.2	Enhance standards for public trees	Adopt BMPs and strictly adhere to ANSI A300 Standards for Tree Care Operations	1–4	BMPs implemented in projects	Tree Work Group & Municipal Arborist
C.3	Maintenance guidelines	Establish citywide tree care protocols	1–5	Compliance across departments	Public Works & Municipal Arborist
C.4	Tree Risk Management Policy	Implement proactive risk policy	1–3	Policy published and active	Risk Management Team
D.1	Clarify interdepartmental roles	Align agencies and oversight	1–2	Tree Work Group functioning	City Manager
D.2	Tree Bank funding strategy	Define spending guidelines	1–3	Policy published and audited	Finance Dept.
D.3	Long-term forestry funding	Secure 10-year budget support	1–10	Funds allocated annually	Board of Commissioners
D.4	Diversify funding sources	Access grants, partners, sponsors	1–10	New funding streams added	Grants Specialist
D.5	Hire/train key personnel	Staff a full forestry program	1–4	Personnel with ISA/TRAQ certs	HR & Municipal Arborist



Goal/ Objective	Strategy Description	Implementation Objective	Timeframe (Years)	Performance Indicator	Responsible Party
D.6	Use data for adaptive management	Evaluate & refine programs	1-10	Revisions documented	Municipal Arborist
E.1	Assess tree health	Reduce tree-related risks	1-3, 6-9	Number of trees assessed	Municipal Arborist and Public Works
E.2	Identify storm damage vulnerabilities	Update emergency response plans	2-4,	Inclusion in hazard mitigation plan	Emergency Management Team and Public Works
E.3	Develop post-disaster replanting plan	Accelerate canopy recovery	3-6,	Plan adoption and use after storms	Municipal Arborist & Planning Dept. & Sustainability / Resilience
F.1	Annual Urban Forest Report Card	Track annual progress	Annually (1-10)	Yearly improvement trends	Municipal Arborist & GIS
F.2	Conduct formal plan reviews	Align plan with evolving needs	Years 3, 6, 9	Review completed and published	Working Group, Sustainability Committee & Technical Review Committee
F.3	Create a centralized tracking database	Ensure transparent reporting	2-4,	System built and operational	GIS & Municipal Arborist
F.4	Share metrics in open-data format	Improve community engagement	4-6 & 7 - 10	Data published on city portal	GIS & Public Information
F.5	Develop water conservation BMPs	Reduce irrigation needs for trees	2-4,	Plan adoption	Public Services

Addressing Challenges In The Urban Forest

OVERVIEW

As Tarpon Springs works to grow and protect its urban tree canopy, the City faces a growing number of challenges. State law makes it relatively easy for property owners to remove trees, some people disagree about where trees should be planted, and there are not enough resources to properly care for new and existing trees. This section explains how the City can tackle these issues by following clear standards for planting and caring for trees, updating and enforcing current tree rules, and working with the community to find solutions. The goal is to keep Tarpon Springs green, healthy, and beautiful for everyone.



Purpose

This section outlines non-regulatory best practices to guide future decisions around tree planting, care, and site planning in Tarpon Springs. These recommendations serve to enhance long-term canopy resilience, community benefit, and operational efficiency. They reflect proven arboricultural standards and align with the goals of this Urban Forest Management Plan.

These recommendations are encouraged to inform decisions made by city departments, private developers, and the community.

REGULATORY CONTEXT & GOVERNANCE

Challenge: Florida Statute 163.045 restricts municipal control over tree removal on private residential properties, making it challenging to maintain a healthy urban canopy.

Why It's Important: The statute limits the city's ability to oversee tree removals on private land, posing a risk of significant canopy loss. This poses a threat to the sustainability of the urban forest, which is vital for maintaining ecological balance and promoting community well-being.

Aligned Actions:

- **Enforcement Tracking:** Reporting violations to the appropriate authority.
- **Policy Update:** Align local codes with the University of Florida/Institute of Food and Agricultural Sciences (UF/IFAS) and strictly adhere to **American National Standards Institute (ANSI) A300** standards and best management practices.
- **Public Dashboard:** Create an annual report detailing tree removals, permits, and replanting efforts to promote transparency.
- **Training & Oversight:** Involve International Society of Arboriculture (ISA) **Tree Risk Assessment Qualified (TRAQ)** arborists in all municipal evaluations to guarantee professional and consistent assessments.

Impact: This strategy aims to document and mitigate canopy loss, enhance transparency, strengthen legal defensibility, and build public trust in urban forest management efforts.

What is FS 163.045 and what does the statute mean?

Florida Statute 163.045 has significantly impacted the ability of municipalities to regulate tree removals on single family residential properties

Florida Statute 163.045 defines the conditions in which a homeowner is able to hire a tree care company to remove a tree on their property without prior notice or permission from their local government. Recently, the statute was revised to provide further clarity regarding the zoning, reporting, and what constitutes unacceptable risk.



Click the logo to find out more from the ISA Florida Chapter .

 **LEARN MORE AT [HTTPS://WWW.FLTREELAW.ORG/](https://www.fltreelaw.org/)**

SMART SITE DESIGN & INFRASTRUCTURE COMPATIBILITY

Challenges: As cities expand and develop, creating a balance between urban infrastructure and green spaces with limited water sources becomes increasingly challenging. These elements can hinder the planting of trees and also pose ongoing challenges for maintaining tree health and longevity.

Why It's Important: Urban development often restricts planting space. This often results in compacted soils and limited rooting zones, which can hinder growth and compromise the health of trees. The presence of utilities—both overhead and underground—and hardscape features such as sidewalks and pavements can lead to significant conflicts.

Best Practice Guidelines:

- Soil Volume: Provide $\geq 1,000$ cu. Ft. of rootable soil for large trees; employ soil cells or suspended pavement per UF/IFAS recommendations in constrained sites.
- Setbacks: Maintain minimums:
 - 15 ft from overhead utilities
 - 10 ft from sidewalks/pavement (medium–large trees)
 - 5 ft from underground utilities
- Root Health: Mandate structural soil under pavements and avoid compaction zones.
- Conflict Mapping: Identify planting-exclusion zones near ADA ramps, storm drains, and sight lines.

Impact: Improving site conditions extends the lifespan of trees, reduces maintenance costs, and enhances survivability. Healthy trees offer greater benefits in terms of stormwater management, air quality, and heat mitigation.

Right Tree, Right Place, Is More Than A Suggestion



To deliver dependable service across all utilities, it's crucial to manage trees and other vegetation in proximity to infrastructure. This involves implementing design standards that prevent improper pruning, unnecessary removal, and expensive repairs to service lines. Additionally, it is vital to ensure that the appropriate tree species is planted in suitable locations, taking into account their mature size from the outset.

DIVERSITY, RESILIENCE & SPECIES SELECTION

Challenges: Increased biodiversity, canopy longevity, and pest/disease resistance emphasize the importance of strategic management and conservation practices to protect and strengthen natural environments against climate change and ecological pressures.

Why It's Important: Over-reliance on a few species increases vulnerability to these threats, highlighting the need for diverse and robust ecosystems.

Recommended Tree Spacing and Soil Volume Matrix

Tree Size Category	Recommended Spacing	Minimum Distance from Infrastructure	Minimum Rootable Soil Volume
Small Trees	15–20 feet	5 feet from sidewalks/utilities	400–600 cubic feet
Medium Trees	25–30 feet	10 feet from sidewalks/utilities	800–1,000 cubic feet
Large Trees	40–50 feet	15 feet from sidewalks/utilities	1,000+ cubic feet

Update City-wide Tree Diversity Standards:

- Max 10% of any species
- Max 20% of any genus
- Max 30% of any family

Tree Selection Criteria:

- Maintain species diversity (no more than 10% of any one species).
- Prioritize long-lived native canopy species
- Reference UF/IFAS's "Woody Landscape Plants" database.
- Include culturally significant species where site-appropriate (e.g., Sabal palmetto).
- Apply Tree Size–Spacing Matrix (e.g., large trees 40–50 ft spacing).



Promote Compliance and Incentivize Best Practices

- Offer incentives such as expedited project reviews or reduced fees to developments that exceed minimum tree planting requirements.
 - Select tree species proven to withstand storm conditions (e.g., wind-resistant, salt and flood resistant).
 - Prioritize tree species with growth patterns that enhance traffic visibility and safety (e.g., clear sightlines, minimal debris).
 - Prioritize tree species with minimal water needs.
- Recognize and celebrate private developments demonstrating exceptional green infrastructure implementation by awarding them a distinctive "Canopy Champion" designation.

Impact: Selecting a diverse palette of resilient tree species specifically adapted to withstand storms and enhance traffic safety promotes long-term ecosystem stability, enhances biodiversity, contributes to aesthetic appeal, and strengthens community identity.

Tarpon Spring Species Diversity

Invasive plant species are often characterized by their vigor, ability to adapt, reproductive capacity, and general lack of natural enemies. These abilities enable them to displace native plants and make them a threat to natural areas.

In Tarpon Springs:

- 58 percent of the trees are species native to North America
- 80 percent are native to Florida.
- 13 of the 95 tree species in 2023 Phase I Street Tree Inventory are identified as invasive on the state invasive species list (Florida Exotic Pest Plant Council 2007).

The three most common invasive species in Tarpon Springs:



Queen Palm



Fan Palm



Camphor Tree

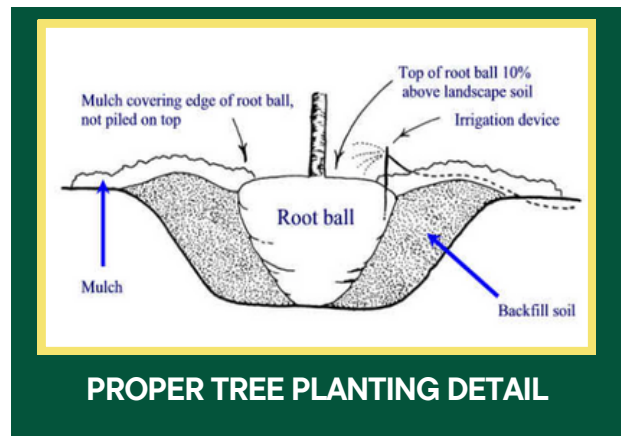
PLANTING STANDARDS & SOIL PREPARATION

Challenges: Urban planners and environmentalists collaborate effectively to ensure optimal tree growth in densely populated urban areas while addressing soil compaction, species placement, and ongoing maintenance needs.

Why It's Important: Tree planting is not successful without proper soil structure, species placement, and aftercare. Poor planting reduces tree life and increases risk.

Best Practices

- All planting, pruning, removal, and maintenance activities will adhere to ANSI A300 standards.
- Decompect and amend soils prior to planting.
- Mulch correctly and avoid volcano mulching.
- Use shared root zones in dense urban areas.
- Incorporate Standard Details to include planting soil modifications in all projects following industry BPMs.



Urban Forest Maintenance Strategy Summary

Task Area	Activity Description	Frequency	Responsible Entity
Tree Pruning	FDOT-based structured and cyclic pruning schedule	3–5 year cycles	In-house/Contracted Teams
Watering	Deep watering for establishment period	2 years post-planting	Contractor/Volunteers
Tree Monitoring	Visual inspections for health and risk	Annual	In-house crews/Volunteers
Mulching	Organic mulch application and replenishment	Annual or as needed	In-house crews
Public Education	Tree walk, QR tags, youth programs	Ongoing	Planning/Sustainability Team

Impact: High-quality planting practices increase survival rates, reduce structural failures, and accelerate canopy establishment.

MAINTENANCE STRATEGY & RESOURCE ALLOCATION

Challenge: Urban tree care is vital for safety and health. Prioritize pruning and certified maintenance to reduce hazards.

Why It's Important: Trees, especially in urban settings, need consistent care to stay healthy and safe. Neglecting maintenance can result in safety hazards, premature tree loss, and higher long-term costs. Regular upkeep extends the lifespan of trees, enhances their resilience to storms, and reduces the need for costly emergency removals.

Proper maintenance ensures long-term health and reduces risk

- Structured Pruning: Implement a Structured Pruning Program based on the FDOT 25-year Management Strategy:
 - Years 0–5: Structural pruning for dominant leader development.
 - Years 5–15: Crown raising and spacing of scaffold limbs.
 - Years 15–25: Load reduction on large scaffold branches to minimize storm risk.
- Cyclic Pruning: Schedule regular maintenance on a 3–5 year rotation for high-use areas.
- Watering Protocol: Include two years of deep watering in city planting contracts to support young tree establishment.
- Contractor Registry: Require ISA Certified Arborist or ISA Board Certified Master Arborist (BCMA) credentials for all city-contracted tree work. Link credentials to local business licensing requirements to promote best practices.

Resource Strategy:

- Expand In-House Capacity:
 - Conduct a cost-benefit analysis to evaluate the expansion of in-house tree maintenance crews, particularly for routine pruning and care in parks and medians.
 - Provide professional training programs to improve the efficiency and effectiveness of in-house teams.

Best Practices:

- Implement a 3–5 year cyclic pruning schedule.
- Allocate **Tree Bank** funds for pruning and planting in underserved areas.
- Enforce ANSI A300 standards and require ISA-certified contractors.

Impact: Proactive maintenance extends the useful life of trees, reduces emergency removals, and enhances delivery service in stormwater and public safety.

What is the Tree Bank? Ordinance 133.06 (G)

Tree Bank is a fund dedicated to supporting tree planting efforts and managing urban forests. When a tree removal permit is issued, and the property cannot accommodate planting the necessary number of trees, fees may be paid to the bank in lieu of planting.

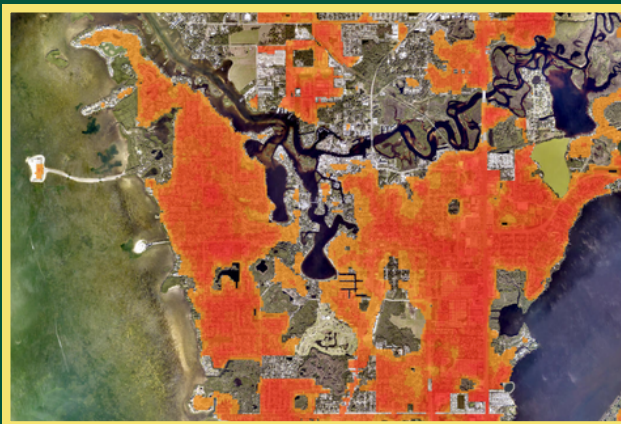
 [LEARN MORE AT HTTPS://LIBRARY.MUNICODE.COM/FL/TARPON_SPRINGS/](https://library.municode.com/fl/tarpon_springs/)

HEAT REDUCTION & CANOPY EQUITY

Challenge: *Urban heat islands (UHIs)* are a significant challenge in urban forestry because they elevate local temperatures in developed areas due to heat-absorbing surfaces like roads, rooftops, and sparse vegetation. This intensifies energy demands, worsens air quality, and negatively impacts human health—especially among vulnerable populations.

Why It's Important: Trees help mitigate Urban heat islands UHIs by providing shade and evapotranspiration cooling, but maintaining and expanding canopy coverage is increasingly difficult amid development, extreme weather, and policy shifts. Addressing UHIs through strategic urban forestry planning is essential for climate resilience, sustainability, and livability in cities like Tarpon Springs.

Priority Mapping: Use GIS data to identify areas with high urban heat island index and low tree cover, aligned with Florida Urban Forestry Council (FUFC) and Statewide Canopy Assessment metrics.



Where should trees go?

The 2023 Heat Map image reveals significant urban heat island effects, with intense heat concentrations (shown in red and orange) across densely developed areas. This highlights the urgent need for urban greening and tree canopy expansion to mitigate rising temperatures and improve community resilience.

Targeted planting reduces heat exposure and improves community wellbeing

- Target Sites: Focus on schools, transit stops, trailheads, and public housing areas.
- “Cooling Corridors Initiative”: Prioritize shade trees over ornamental species in pedestrian-heavy areas, align with 3-35-300 Benchmark Framework (See Appendix A, 3-35-300 Benchmark Framework).

Best Practices:

- Use GIS to identify and target high-heat, low-canopy zones.
- Apply the 3-35-300 Benchmark Framework
- Focus planting in areas with high social vulnerability indices.

Impact: Strategic planting reduces energy demand, lowers surface temperatures, and promotes environmental justice.

COMMUNITY ENGAGEMENT & EDUCATION

Challenge: Engaging the community in urban forestry is challenging due to limited awareness, lack of ownership, insufficient access to inclusive educational resources, and inconsistent watering practices in urban areas. While trees offer clear environmental and economic benefits, public trees are often overlooked or neglected without community buy-in. Many residents may not feel responsible for trees in shared or municipal spaces, leading to inadequate watering, poor maintenance, higher long-term costs, and reduced program success. Without proper watering practices, newly planted trees experience higher stress, reduced growth, and increased mortality, undermining efforts to expand and sustain the urban canopy.

Why It's Important: Effective engagement must go beyond tree planting—it must build lasting stewardship through accessible education, strong partnerships, and practical, sustainable watering practices. Digital tools, school collaborations, incentives, and targeted outreach on appropriate watering techniques can help foster a culture of care and responsibility for the urban forest, ensuring its long-term sustainability.

Community engagement strengthens stewardship and reduces long-term costs

- Encourage Adopt-a-Tree Involvement: Promote use of the current "Adopt-a-Tree" programs for residents, businesses, and civic groups to water and monitor newly planted trees.
- Support Community Tree Events: Support neighborhood-based tree planting events through mini-grants or tree bank matching programs, emphasizing proper watering practices.
- Expand Traveling Tree Walk: Expand the "Traveling Tree Walk" program so that co-branded tree tags or QR codes on newly planted city trees tell the story of the tree and its benefits.
- Enhance Digital Learning Tools: Install QR-coded tree tags linked to educational materials hosted on the city's website or UF/IFAS Extension resources to promote proper maintenance.
- Youth Education: Offer youth education programs such as "Project Learning Tree" and collaborate with local schools and civic groups to develop future urban forest stewards.

Best Practices

- Expand Adopt-a-Tree and residential planting programs, emphasizing appropriate watering techniques.
- Launch digital tree walks with QR-tagged trees.
- Partner with schools for urban forest education.

Impact: Engaged residents are more likely to support urban forestry efforts, report problems, and care for trees. This reduces municipal workload and improves tree performance.



Educating the Future - Today

In 2019, Florida Project Learning Tree named Tarpon Springs Partner of the Year for its commitment to environmental education. The city sponsored the most facilitator workshops, benefiting over 100 local teachers with tools to integrate environmental education into their classrooms. This partnership promotes environmental stewardship, positively impacting educators, students, and the community.

INTEGRATION INTO PLANNING & DEVELOPMENT

Challenge: Integrating effective tree protection measures within zoning and land development codes requires balancing diverse and often competing interests—such as urban growth, infrastructure needs, economic development, and environmental preservation.

Why It's Important: Trees must be integrated into the fabric of city planning to protect green infrastructure during growth and redevelopment. Achieving meaningful coordination across multiple plans and stakeholder groups demands consistent commitment, effective policy enforcement, clear guidelines, and community support, making the process complex yet critical to sustaining a resilient urban ecosystem.

Code Updates: Integrate canopy protection into zoning and site development reviews.

Cross-Plan Alignment: Ensure consistency with the Tarpon Springs Sustainability Plan (green infrastructure, equity)

Best Practices

- Incorporate tree protection into zoning and land development code.
- Coordinate with the Place-Based Area Map and Community Redevelopment Agency (CRA) plans.
- Require tree preservation and planting plans in development review.
- Coordinate streetscape plantings between public and private properties through development review.

Impact: This ensures that trees are considered assets—not obstacles—in planning decisions, reinforcing the city's strategic goals of livability, sustainability, and smart growth.

Strategic Themes

In 2022 Tarpon Springs Strategic Plan identified six overarching key focus areas and underlying objectives, and action items allow the City to be transparent about its goals, focused in its efforts, and aware of its results.

The Strategic Plan is complementary to, and coordinated with, the City's Comprehensive Plan, which has a much longer planning horizon of 20 to 30 years..

Learn more and read the Strategic Plan

<https://connecttarpon springs.com/strategic-plan>



STRATEGIC RECOMMENDATIONS



1. Focus Pocket Park Development in Underserved Areas

Purpose: The 300-yard green space buffer analysis identifies neighborhoods that currently lack easy access to parks and recreation.

Recommendations

- Use mapping tools to identify high-priority locations for small-scale park development based on population and current land use.
- Acquire or repurpose vacant or city-owned lots for pocket parks.
- Plant appropriate, Florida-friendly trees (e.g., live oak, red maple, dahoon holly) to ensure healthy growth and minimal maintenance.

2. Develop a Connected Green Corridor System

Purpose: Linking existing green spaces improves pedestrian access and supports natural habitat continuity.

Recommendations:

- Extend green corridors along roadways, utility easements, or trails that connect existing parks and open spaces.
- Prioritize areas that already support pedestrian use or future trail plans.
- Include shaded paths and native vegetation to enhance comfort and environmental benefits.

3. Integrate Green Buffer Mapping into Planning and Development Reviews

Purpose: Aligns with the Place-Based Area Map and Comprehensive Plan updates to manage growth while protecting quality of life.

Recommendations

- Update review checklists to consider whether proposed developments fall outside the 300-yard park buffer zone.
- Encourage projects in underserved areas to include usable open space, through voluntary measures or incentives.
- Offer bonuses or streamlined permitting for projects that include public-access green features.

4. Use Tree Planting Programs to Fill Coverage Gaps

Purpose: Supports the city's 3-35-300 framework by targeting areas with limited tree cover and recreational access.

Recommendations:

- Establish a goal for 100% of residential areas to be within a 300-yard walk of a park or green feature by 2030.
- Use data from the Statewide Urban Tree Canopy Assessment to prioritize planting in low-canopy zones.
- Apply Tree Bank funds to projects that contribute to long-term canopy growth in priority areas.

5. Create a Green Space Access Index to Guide Priorities

Purpose: Supports effective use of funding by identifying areas with the greatest need for green space improvements.

Recommendations:

- Combine data on housing density, walking access, and existing tree cover to create a decision-making tool for city staff.
- Use the index to plan tree planting, pocket park development, and park upgrades.
- Include regular updates in city reporting to track progress on expanding access to parks and green infrastructure.
- Incorporate index into Parks and Recreation Master Plan required by the City's Comprehensive Plan.

CONCLUSION

By implementing best management practices, Tarpon Springs will protect its urban canopy, advance equity and resilience, and create a legacy of sustainable urban forestry that aligns with state, regional and local priorities.





Glossary

3-35-300 Benchmark Framework

A framework for equitable urban forestry planning. It calls for each resident to see three trees from their home, live in a neighborhood with at least 35% canopy cover, and have access to a park or green space within 300 meters (roughly 300 yards).

Active Assessment

A formal inspection conducted by a trained assessor (e.g., ISA TRAQ or VALID) to evaluate tree risks that may not be obvious, especially in high-use or high-priority areas.

American National Standards Institute (ANSI) A300

In the United States, industry-developed, national consensus standards of practice for tree care.

As Low As Reasonably Possible (ALARP)

ALARP means the risk is tolerable if the costs of the risk reduction are much greater than the value of the risk reduction.

Canopy Cover

When viewed from above, the layer of leaves, branches, and stems that covers the ground. Expressed as a percentage of land area covered by tree crowns.

Diameter Breast Height ("DBH")

The diameter, in inches, of a tree measured at 4.5 feet above the existing grade. If the tree forks between 2-4.5 feet above ground level, DBH is measured below the swell resulting from the fork. Trunks that fork below two feet, shall be considered multi-trunk trees. DBH for multi-trunk trees shall be determined by measuring each trunk immediately above the fork and adding the total diameters of the four largest trunks.

Geographic Information Systems (GIS)

A technology that is used to view and analyze data from a geographic perspective. GIS links location to information (such as people to addresses, building to parcels, or streets within a network) and layers that provide a better understanding of data relationships.

Green Infrastructure (GI)

A network of natural and semi-natural systems—like trees, bioswales, and pervious pavements—that manage stormwater, reduce flooding, and improve environmental quality.

Green Space

A term used in land use planning and conservation to describe any area in a community filled with grass, trees, or other plants.

Municipal Arborist

ISA Certified Arborist Municipal Specialist who manages a city's trees and urban forest, ensuring their health, safety, and sustainability in alignment with ANSI A300 standards and UF/IFAS guidelines. Responsibilities include tree planting, care, risk assessment, community outreach, and compliance with tree-related regulations.

Passive Assessment

Ongoing visual observation of trees for signs of risk (like large dead branches or root movement) by trained city staff or residents during day-to-day work.

Protected Tree

Any tree having a DBH of 4 inches or greater that is not specifically excluded from protection under Ordinance Section 133.03. All mangroves and sabal/cabbage palms shall be classified as a protected tree.

Right-of-Way (ROW)

The public space adjacent to roadways, often containing sidewalks, utilities, and planting strips where street trees are typically located.

Soil Amendment

Material incorporated into the soil that alters physical, chemical, and/or biological characteristics of the soil.

Soil Cell

Modular, structural system installed beneath paved surfaces, designed to support pavement loads while providing adequate, uncompacted soil volume to facilitate healthy root growth for urban trees.

Soil Compaction

Compression of the soil, often as result of vehicle or heavy-equipment traffic, that breaks down soil components and reduces soil volume.

Street Tree

A tree within the right-of-way.

Street Tree Inventory

A digital or GIS-based database that records the location, species, condition, and size of publicly managed trees, primarily along streets and in parks.

Suspended Pavement

Paving option that transfers the load to the subsoil rather than the top of the soil surface.

Tree Risk Assessment Qualification (TRAQ)

A credential provided by the International Society of Arboriculture (ISA) certifying that an arborist is trained to systematically identify, evaluate, and manage risks associated with trees.

Tree

Any erect standing woody plant, together with its root system of a species which normally attains a minimum overall height at maturity of at least 15 feet in the Tarpon Springs service area; includes all mangroves sabal palms, and cabbage palms.

Tree Bank

A dedicated fund established through ordinance to support tree planting, maintenance, public education, hazard removals, and other tree-related projects, funded primarily through tree replacement fees.

Tree Risk-Benefit Management (TRBM)

A policy framework for assessing and managing the risk trees pose to people and property while maximizing the benefits they provide. TRBM guides decision-making using both passive and active assessments.

Urban Forest

All trees and woody vegetation in a city, including those in yards, parks, streets, greenways, and natural areas, whether on public or private land.

Urban Forest Management Plan (UFMP)

A strategic document that outlines goals, policies, and actions to preserve, protect, and expand a community's urban forest over time.

Urban Tree Canopy (UTC)

The layer of leaves, branches, and stems of trees that, when viewed from above, covers the ground in urban areas. It is typically expressed as a percentage of land area covered by tree crowns and includes all trees along streets or rights-of-way, in parks and green spaces, and within urban forests.

Visual, Analytical, Logical Tree Inspection (VALID)

Visual, Analytical, Logical Tree Inspection. A practical tree risk assessment method focused on identifying obvious tree risk features and using a standardized decision process for tree-related safety.

Vulnerable Population Zones

Neighborhoods or areas where residents are more sensitive to extreme heat, pollution, or lack of access to green space due to age, income, or health conditions. Often prioritized for canopy expansion.

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Appendix

A. 3-35-300 Benchmark Framework

B. Value of Mangroves for Tarpon Springs

C. Departmental Framework & Organizational Chart

D. Using Risk Management to Guide Urban Forestry

E. Urban Forest Management - Social Survey 2023



Red Mangrove
*Official Tree of
Tarpon Springs*

3-35-300 Benchmark Framework

The 3-35-300 Benchmark Framework offers a thorough strategy for even handed distribution of urban tree canopies. This approach goes beyond the conventional "no net canopy loss" objectives by emphasizing the distribution and location of canopies—guaranteeing that all residents have access to **green space**. By setting clear performance indicators, this method provides a structured and measurable way to enhance urban greenery in a way that benefits all residents.

3 Trees Visible

Residents can see at least three trees from their primary living space (window, balcony, etc.).

35% Canopy Cover

Tree canopy covers at least 35% of the land area. This represents an adequate level of tree presence to provide environmental and health benefits.

Within 300 yards of Green Space

Provide public parks or green space such as a park, trail, or community garden within 300 yards of every residence.



WHAT IS GREEN SPACE?

Green space is any area in a community filled with grass, trees, or other plants. It includes places like parks, gardens, walking trails, and even tree-lined streets. Green spaces make neighborhoods more beautiful, provide shade, help clean the air, and give people a place to relax, play, and enjoy nature.

Under the adoption of the 3-35-300 methodology—which advocates for accessible green spaces such as parks, trails, or community gardens within 300 yards of every residence—the city's expanded green infrastructure would significantly improve accessibility.



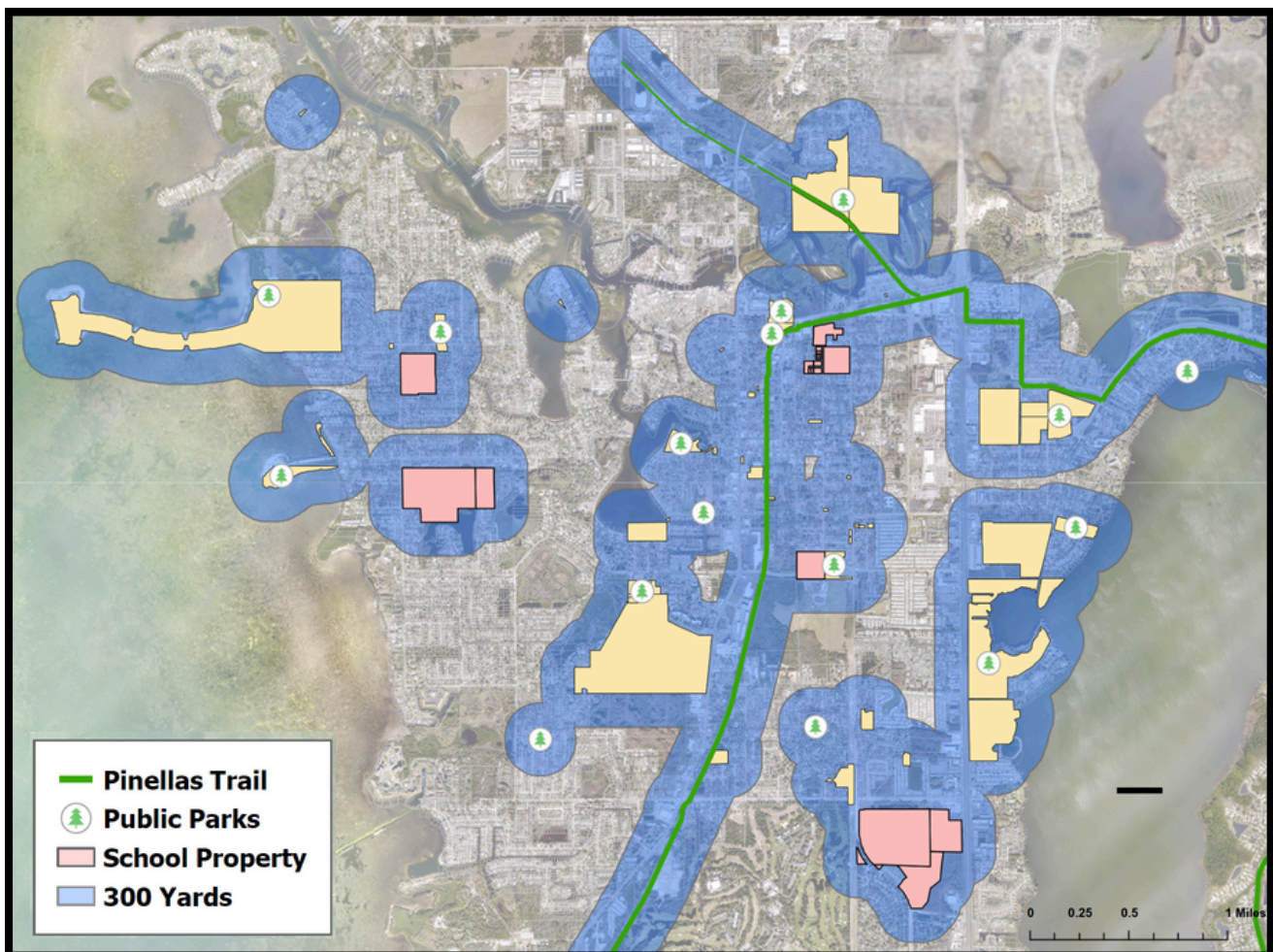
TYPES OF GREEN SPACES WITHIN TARPON SPRINGS:

- **Public Parks and Recreation Areas** currently exist in dense clusters, primarily located in western and coastal neighborhoods expanding these spaces beyond the current locations according to the 3-35-300 approach will enhance community accessibility.
- **Homeowner Associations (HOA) Common Grounds** are scattered throughout residential neighborhoods, providing recreational activities and aesthetic benefits. Optimizing HOA-managed spaces can effectively bridge gaps in green space availability within 300 yards of residences.
- **Institutional Green Spaces** are smaller, isolated green spaces around churches, schools and community institutions. These can be integrated into the network of accessible green spaces under the 3-35-300 methodology.
- **Cemeteries, Larger Improved Rights-of-Ways, Vacant Alleyways, Riparian Mangrove Shoreline, etc.** provide passive recreational opportunities which can serve as peaceful green environments accessible to the community.
- **and More**

MAPPING GREEN SPACE

The map illustrates a 300-yard buffer around existing parks, city-owned properties, and recreation areas in Tarpon Springs. This buffer serves as a planning tool to identify existing gaps and potential future sites for "pocket parks" and "green belts".

300-Yard Buffer Around Existing Green Space



Key Features:

- **300-Yard Buffer Zones:**
 - These zones are visualized as shaded areas around parks and city properties.
 - They represent accessible walking distances, following the 3-35-300 principle used in urban forestry planning .

- **Identified Gaps:**

- Areas outside of these buffers are to show areas lacking accessible green space.
- These are the priority zones where new green space investments—like pocket parks or green corridors—can improve equity and access.

- **Strategic Planning Implications:**

- The map aligns with the Tarpon Springs Urban Forest Management Plan and Comprehensive Plan goals to expand tree canopy, improve public health, and address climate resilience through nature-based solutions
- It complements policy guidance in the Sustainability Plan, which prioritizes green infrastructure, urban heat island mitigation, and improved access to natural environments.

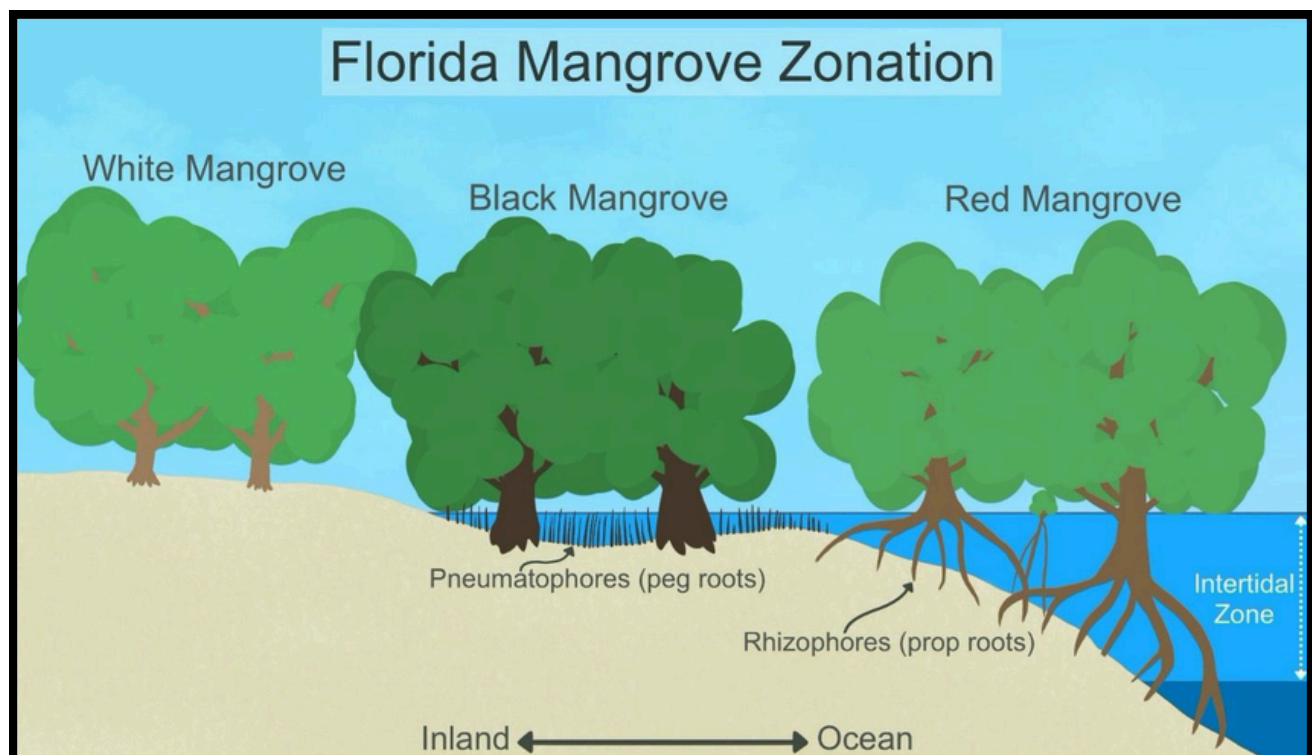


Value of Mangroves to Tarpon Springs

IMPORTANCE OF MANGROVES

Mangroves represent critical natural infrastructure for coastal communities like Tarpon Springs. With a coastline susceptible to impacts from tropical systems and erosion, these unique ecosystems provide substantial environmental, economic, and social benefits.

Florida Statutes (Chapter 403.9321-403.9333, F.S.) specifically protect mangrove species, emphasizing their ecological value, mandating regulations against unauthorized trimming or removal, and providing guidelines to preserve and enhance mangrove habitats. This statute underscores the importance of maintaining healthy mangrove ecosystems for ecological balance and community resilience.



PROTECTIVE BENEFITS AGAINST HURRICANES AND EROSION

Mangroves act as natural barriers, reducing wave height and energy, significantly minimizing the impact of storm surges and flooding during hurricanes and tropical storms. Their extensive root systems anchor the shoreline, preventing erosion and stabilizing coastal soils.

Storm Surge and Wave Reduction

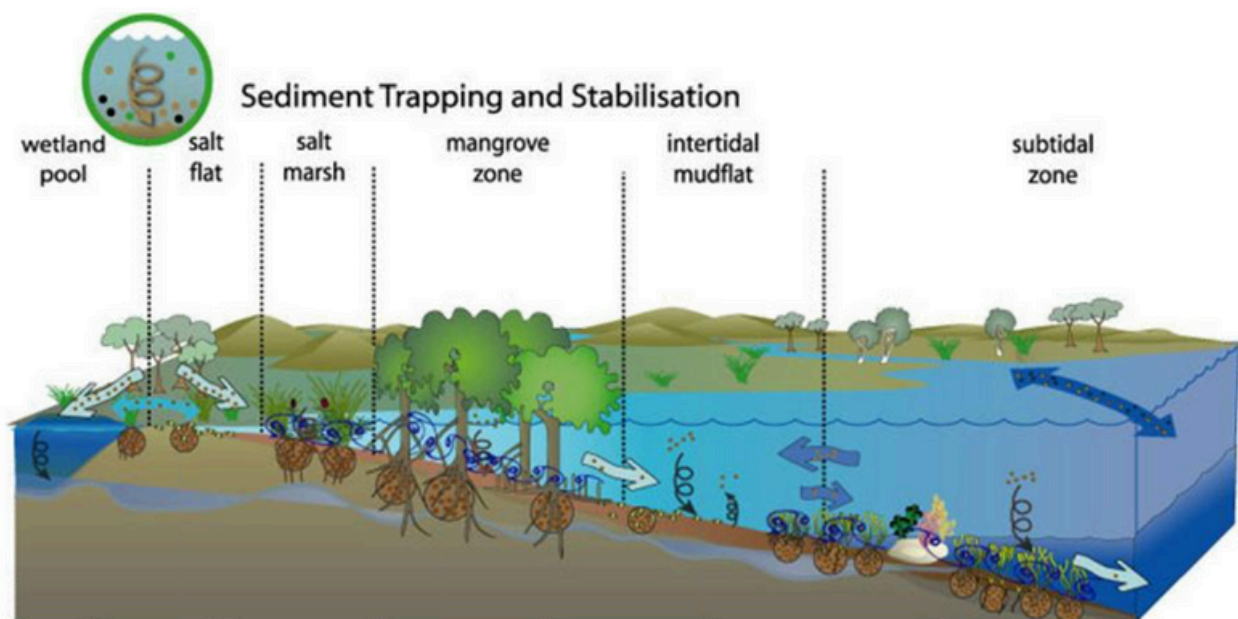
- Wave Attenuation: Mangroves dissipate wave energy, reducing wave height by up to 66%, providing significant protection to coastal properties.
- Storm Surge Mitigation: The dense root systems and vegetation reduce storm surge penetration inland, safeguarding infrastructure and lives.

Coastal Erosion Control

- Soil Stabilization: Mangrove roots trap sediments and organic matter, enhancing soil stability and preventing shoreline erosion.
- Sediment Accretion: Healthy mangrove systems build sediment over time, which can offset sea-level rise and maintain coastal integrity.

Environmental and Ecological Benefits

- Water Quality Improvement: Mangroves filter pollutants and excess nutrients from runoff, enhancing water quality in estuarine and coastal areas.
- Habitat for Wildlife: Provide critical habitats for fish, birds, and other wildlife, supporting biodiversity and commercial fisheries.



ECONOMIC AND SOCIAL BENEFITS

- **Boosting Local Economies:** Mangroves protect species that are the basis of a \$7.6 billion seafood industry, which employs 109,000 people in Florida.
- **Flood Reduction:** According to a report published by The Nature Conservancy, the Annual Expected Benefit from mangroves providing flood reduction was calculated at \$2.7 billion per year statewide.
- **Protection of Property Values:** By shielding properties from hurricane damage and erosion, mangroves contribute to maintaining or increasing property values.
- **Tourism and Recreation:** Mangrove forests enhance scenic beauty, support ecotourism, and provide recreational opportunities such as kayaking, fishing, and wildlife viewing.

ALIGNMENT WITH TARPON SPRINGS COASTAL ZONE AND SUSTAINABILITY PLANS

This appendix aligns with the Tarpon Springs Coastal Planning Area and Conservation Element, emphasizing coastal resilience, environmental protection, and community safety. Additionally, it complements the Sustainability Plan's goal to enhance environmental resilience through green infrastructure.

STRATEGIC INTEGRATION WITH URBAN FOREST MANAGEMENT

The Urban Forest Management Plan (UFMP) advocates for expanding and sustaining tree canopy, including mangrove coverage, as part of Tarpon Springs' green infrastructure strategy. Mangroves are integral to achieving the UFMP goals, particularly concerning climate resilience, community well-being, and ecological health.



RECOMMENDED POLICY ACTIONS FOR MANGROVE CONSERVATION

Recommended Policy Actions

- **Enhanced Local Regulations:** Develop local ordinances that align closely with Florida Statutes to reinforce protections against unauthorized trimming and removal of mangroves.
- **Incentivize Conservation:** Offer incentives to private property owners for preserving mangroves on their properties.
- **Enforcement and Monitoring:** Increase monitoring and enforcement activities to ensure compliance with mangrove protection regulations.
- **Community Awareness Programs:** Initiate educational campaigns highlighting statutory protections, mangrove benefits, and responsible management practices.

Action	Description
Update UFMP & Coastal Code	Reference F.S. §403.9321–.9333; cite County’s delegated authority.
Embed PMT Practices	Mandate use of professional trimmers and structured pruning schedules reflecting ANSI A300.
Clarify Permit Exemptions	Provide clear guidance for routine homeowner trimming (e.g., Riparian Fringe exemptions).
Facilitate Restoration Permits	Streamline individual permit and mitigation parameters for UFMP-led mangrove expansion projects.

Recommended Actions for Mangrove Conservation

- **Policy Integration:** Strengthen existing policies in the Tarpon Springs Comprehensive Plan to protect mangrove forests from development and degradation.
- **Restoration Projects:** Prioritize mangrove restoration initiatives in degraded coastal areas to enhance natural protection against storm impacts.
- **Community Education and Engagement:** Implement outreach programs highlighting the value of mangroves and promoting community stewardship efforts.

These statutory details bolster Tarpon Springs’ Urban Forest and Coastal Zone strategies, ensuring legal compliance while maximizing the protective, ecological, and social benefits of mangrove ecosystems.

Urban Forest & Natural Resources Division: Departmental Framework & Organizational Chart

MISSION

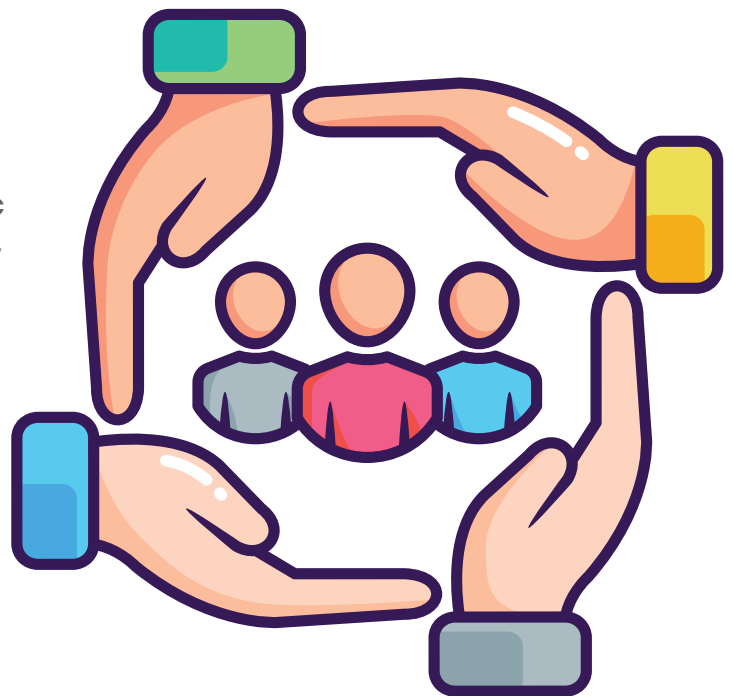
To promote a resilient, equitable, and sustainable urban forest that enhances public health, environmental quality, and community well-being while preserving the City's natural heritage

DEPARTMENTAL FRAMEWORK

Department: Planning & Zoning Department

Division: Urban Forest & Natural Resources

Reports To: Planning & Zoning Director



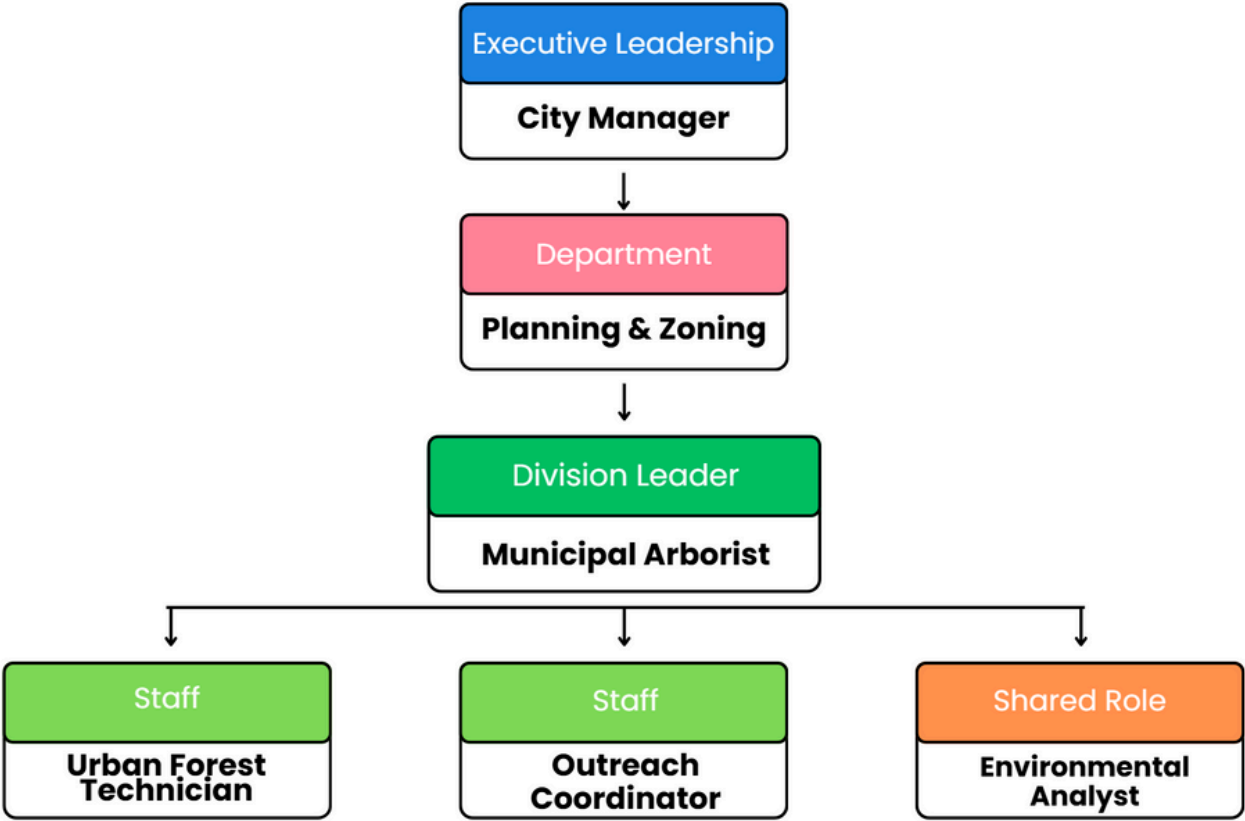
CORE RESPONSIBILITIES

- **Urban Forestry Administration:** Implementation of the Urban Forest Management Plan (UFMP), tree inventory, canopy assessments, and enforcement of ANSI A300 standards.
- **Development Review:** Evaluate tree removals, participate in Technical Review Committee, review plans for ecological impact.
- **Risk Management & Maintenance:** Perform risk assessments, manage contractors, storm response.
- **Community Engagement & Grants:** Manage Adopt-a-Tree, Arbor Day events, Tree City USA reports.
- **Sustainability Integration:** Coordinate with Sustainability Committee and align forestry goals with city-wide resilience plans.

PROPOSED STAFFING STRUCTURE

- **Municipal Arborist (Lead Position):** Division Supervisor; must hold ISA Certified Urban Forest Professional (CUFP) credential and Federal Aviation Administration (FAA) Part 107 Remote Pilot Certificate. Oversees all operations and ensures compliance with UFMP, ANSI A300, and ISA best practices.
- **Urban Forestry Technician:** Must be ISA Certified Arborist with TRAQ (Tree Risk Assessment Qualification) and PPQ (Pruning Prescription Qualification). Handles tree assessments, drone surveys, and inventory updates.
- **Urban Forestry Outreach Coordinator:** Manages education programs, public events.
- **Environmental Analyst (Shared Position):** Supports GIS, stormwater modeling, LID planning.

PROPOSED ORGANIZATIONAL CHART



KEY PLANNING INTEGRATION

UFMP Goals: Equity, canopy expansion, storm resilience, measurable benchmarks.

Strategic Plan: Aligns with Smart Growth, Infrastructure, and Quality of Life themes.

Sustainability Plan: Supports canopy preservation, public health, and urban heat mitigation.

Community Support: Over 80% of survey respondents support a forestry program.

Elements to Integrate:

- **Enforce ANSI A300 & UF/IFAS Practices:** Apply these standards citywide for all pruning, planting, and tree care in public infrastructure and private development reviews.
- **Use VALID/ISA TRAQ Risk Protocols:** Establish a tiered risk assessment strategy employing VALID for passive inspection and ISA TRAQ for formal, high-stakes evaluations.
- **Implement UFMP Goals:** Align all departmental operations with the six UFMP goals including canopy expansion, risk management, community engagement, and adaptive monitoring.
- **Coordinate With Project Administration:** The Urban Forest Division will collaborate with the City's Project Administration team to oversee tree-related issues in all municipal projects—from design review through construction and post-installation inspections.
- **Establish an Interdepartmental Tree Work Group:** Facilitate cross-department collaboration for unified urban forestry policy development, operational consistency, and implementation of Best Management Practices (BMPs).



Using Risk Management to Guide Urban Forestry

Tree risk management plays a crucial role in the responsible practice of urban forestry. The City of Tarpon Springs is committed to ensuring public safety while preserving the numerous benefits trees offer, including shade, cooling, stormwater management, and enhancing neighborhood character. A comprehensive citywide framework should be developed to manage tree-related risks on city-owned lands, with an emphasis on balancing safety, legal responsibilities, and the ecological benefits of the urban forest.

A **Tree Risk-Benefit Management (TRBM) Policy** pertains exclusively to trees managed by the city in public areas such as parks, municipal facilities, rights-of-way, and medians. **It does not extend to trees located on private properties.** Nonetheless, concerns regarding the ownership and maintenance of **Right-of-Way (ROW)** trees are addressed due to their legal and management significance.



DEVELOPING THE TRBM STRATEGY

Establishing the TRBM Strategy requires a structured and transparent approach to effectively managing urban tree risks while maximizing their benefits.

Urban forest managers typically utilize three main frameworks: **Visual, Analytical, Logical Tree Inspection (VALID)**, **International Society of Arboriculture Tree Risk Assessment Qualification (ISA TRAQ)**, and **United States Forest Service Safety Guidelines (USFS)**.

It is recommended to use VALID as the primary strategy for assessing the city's extensive tree population, while ISA TRAQ should be employed for more detailed analysis or formal evaluations when needed. USFS guidelines are time-tested for parks and natural areas. This combined approach promotes resource efficiency, improves clarity, and aligns with urban canopy objectives.

Implementing the VALID TRBM Strategy framework will enable Tarpon Springs to effectively manage tree-related risks while enhancing the benefits of its urban forest. This strategy supports the city's safety goals, regulatory compliance, and urban greening initiatives. For further details on applying VALID in Tarpon Springs, please refer to the official strategy document: VALID Government TRBM Strategy v9.1.



VALID Method Overview

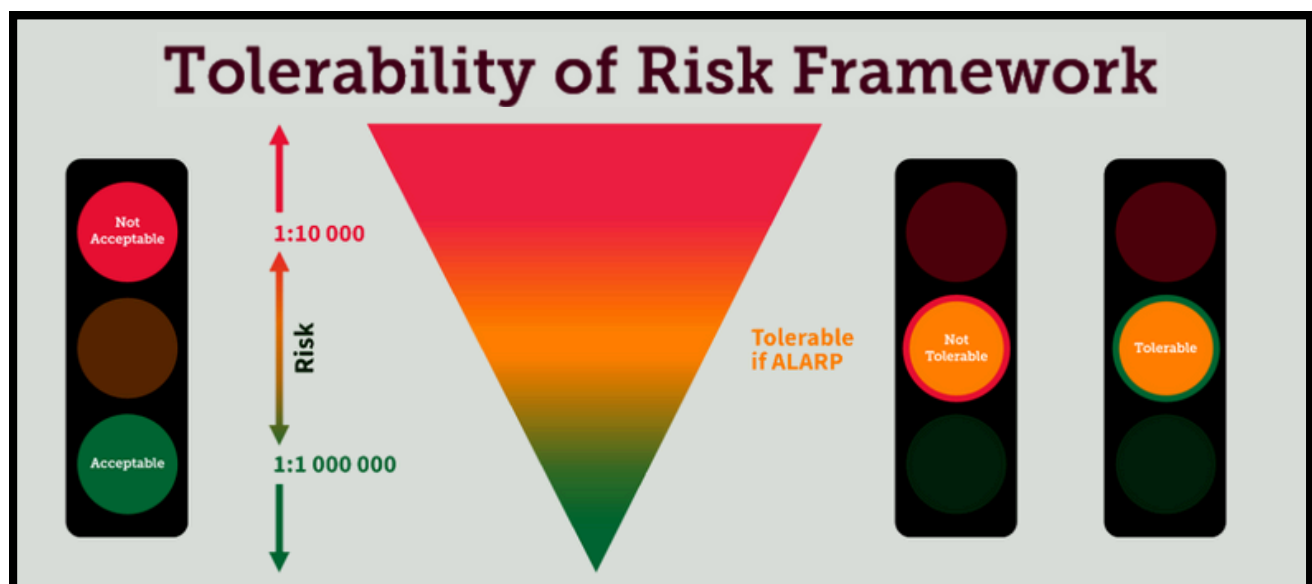
- Safety-Focused Assessment
 - Passive assessment of daily observations.
 - Active assessment conducted every 5 years.
- Clear risk indicators using a color-coded model to communicate risk.
- Supports community planning while balancing tree benefits and risk.
- Resource-efficient by reducing reliance on outside consultants unless needed.
- Provides a structured documentation process that can support city risk management practices.



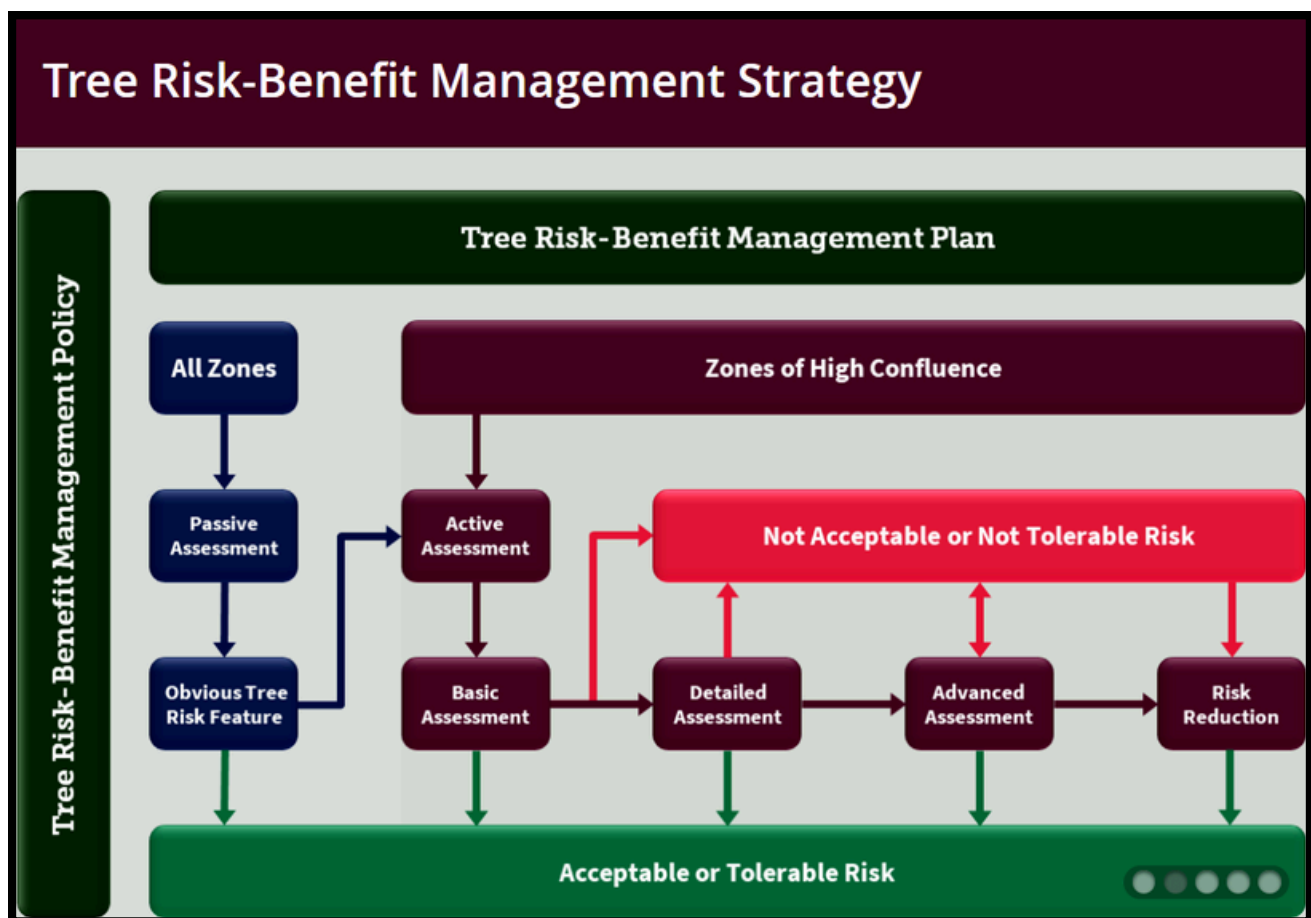
Click the logo to find out more about the Florida Urban Forestry Council.

ELEMENTS TO THE TRBM STRATEGY

- **Assessment Strategy Framework** - The Assessment Strategy Framework for managing the urban forest begins with a focus on the primary assessment tool, VALID. This tool is crucial for routine and proactive inspections, enabling consistent evaluations across a large population of trees. Complementing VALID, the secondary assessment tool is the ISA TRAQ (Tree Risk Assessment Qualification). This tool is specifically employed for trees identified with elevated risk during VALID assessments, high-profile trees near critical infrastructure, and situations requiring a formal or legal evaluation record. These assessments are conducted by certified ISA TRAQ assessors, ensuring a high level of expertise and reliability.
- **Assessor Qualifications** - For the effectiveness of these assessments, the qualifications of assessors are paramount. VALID assessments are **conducted by staff or contractors who have completed training in the VALID system** and can competently apply the method. In contrast, TRAQ assessments are reserved for individuals with **active ISA TRAQ certification**. All staff or contracted assessors will be required to hold certifications and strictly adhere to city policy and industry standards.
- **Risk-Benefit Evaluation Criteria** -The framework emphasizes a balanced approach to risk-benefit evaluation. Each tree is assessed for its potential to cause harm, as well as its ecological, social, and economic benefits. Assessors must consider factors such as the likelihood of failure, impact, target occupancy, usage patterns, tree health, structure, and environmental role. Opportunities to mitigate risk without eliminating benefits are also explored.



- **Decision-Making and Treatment Guidance** - Decision-making within this framework is guided by the principle of minimal intervention. Recommended actions should reflect the lowest level of intervention necessary to reduce risk to an acceptable level, as defined by city guidelines, public tolerance, and legal frameworks. Treatments considered include pruning, load reduction, cable/bracing, monitoring, or removal, prioritized in that order. Removal is considered a last resort, justified only after a thorough assessment.



- **Documentation and Reporting** - Thorough documentation and reporting are critical components of the framework. Each assessment must be documented with details of the assessment tool used, a summary of findings, supporting evidence, a risk rating, a benefit summary, and recommended treatment with its rationale. These records are stored in the city's tree inventory system for reference and accountability.
- **Policy Integration and Review** - Finally, this policy is integrated into broader urban forestry, infrastructure maintenance, and public safety planning. It undergoes a review every five years to incorporate advancements in risk assessment science and urban forestry best practices, ensuring it remains effective and up-to-date.

VALID VS. ISA TRAQ: AT A GLANCE

Feature	VALID	ISA TRAQ
Type	Risk-benefit strategy	Risk assessment framework
Who Assesses?	City staff + professionals	ISA TRAQ-certified arborists only
Cost	Lower (uses in-house resources)	Higher (external consultants)
Risk Rating	Green/Amber/Red	Qualitative matrix (likelihood x consequence)
Public Understanding	High	Moderate (technical language)
Strategic Fit for City	Excellent	Good (case-by-case)
Focus	Both risk and benefits	Primarily risk

RECOMMENDATION:

Adopt VALID as the primary strategy for Tarpon Springs' Tree Risk-Benefit Management. Use ISA TRAQ selectively for detailed or disputed cases. This hybrid model enables community engagement, facilitates cost savings, promotes legal defensibility, and aligns with the city's sustainability goals.



Urban Forest Management - Social Survey 2023

Urban Forest Management - Social Survey - Survey Closes 5/31/23

SURVEY RESPONSE REPORT

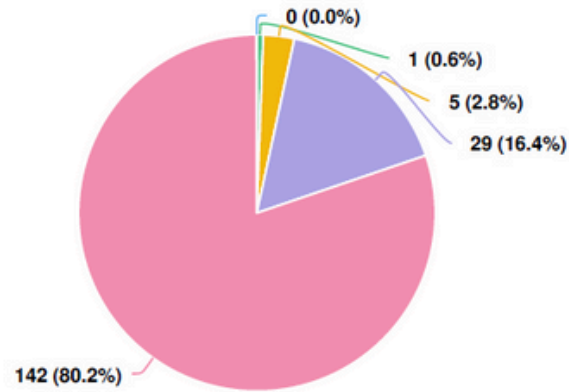
22 February 2021 - 21 June 2023

PROJECT NAME:

Urban Forestry Management Program



Q1 What are your feelings on the importance of the Urban Forest to the City?



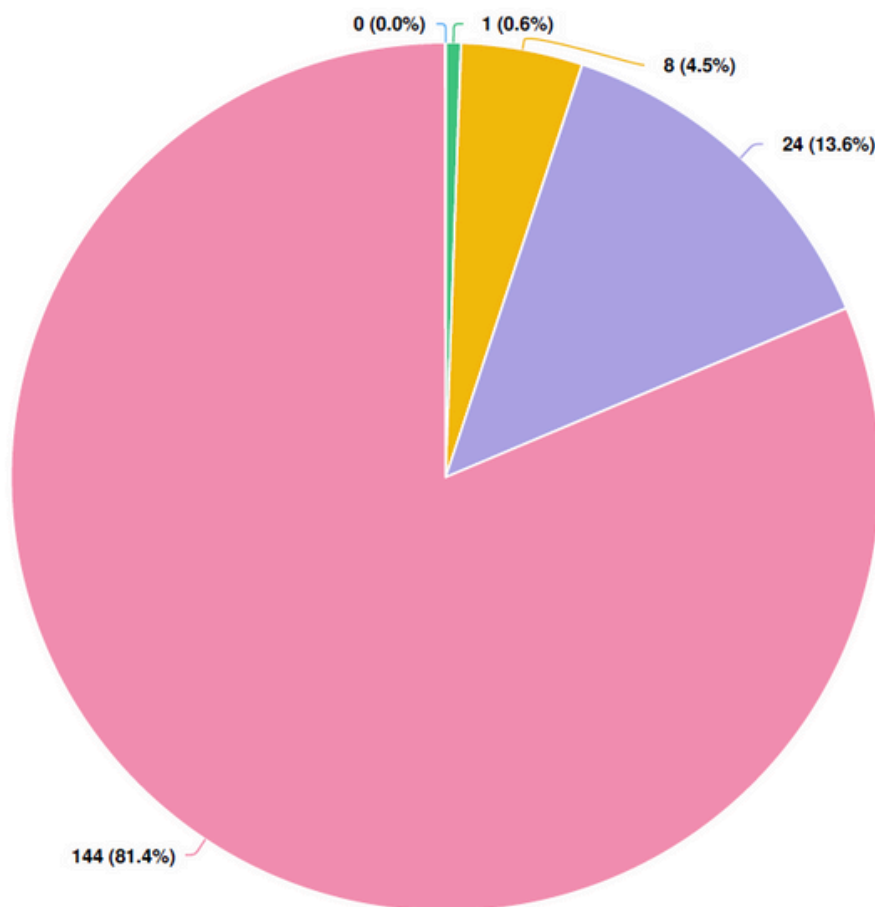
Question options

● Not Very Important ● Neutral ● Somewhat Important ● Very Important ● Somewhat Unimportant

Optional question (177 response(s), 6 skipped)

Question type: Emoji Question

Q2 What are your feelings on the importance of an Urban Forestry Program in the City?



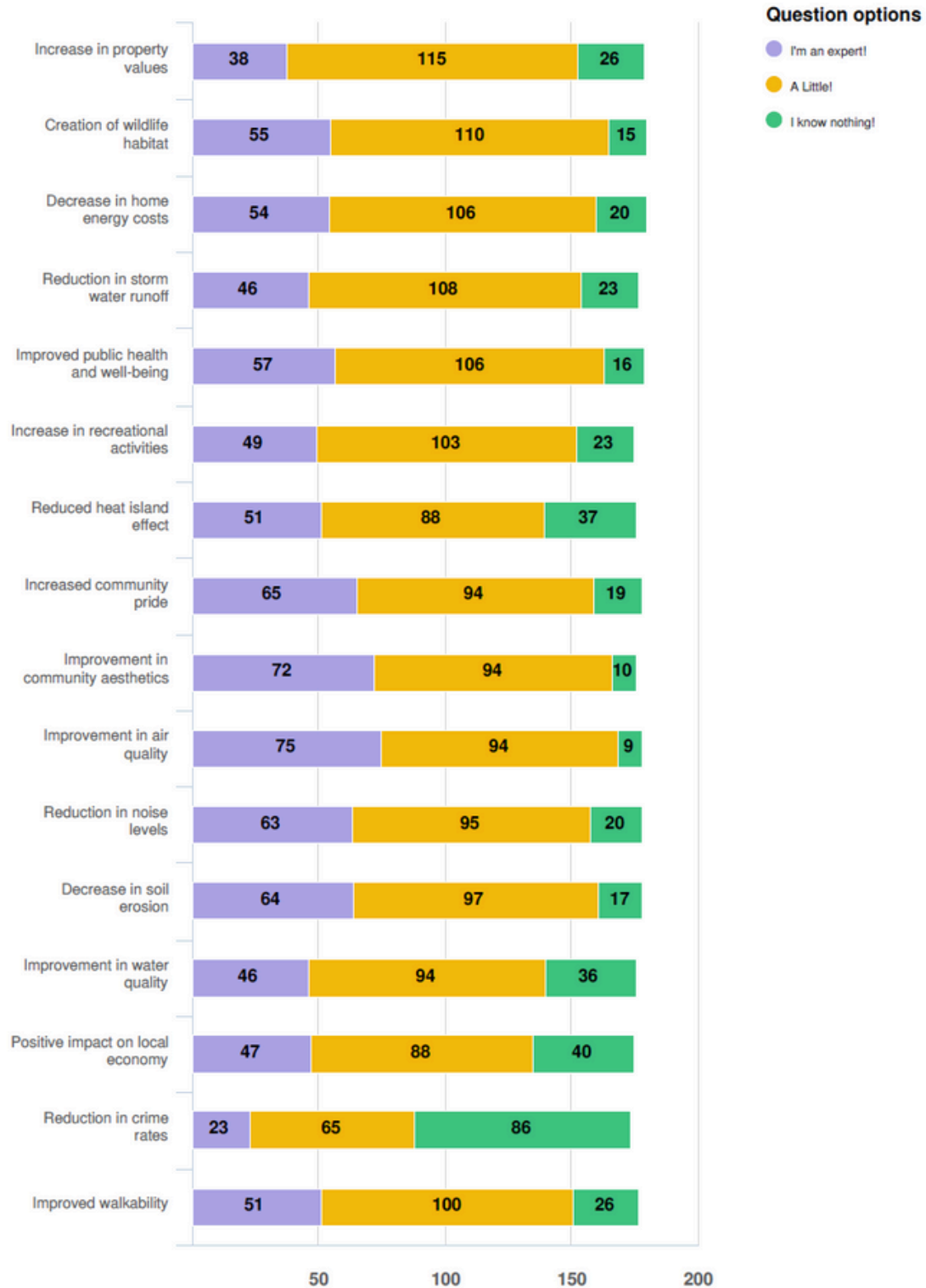
Question options

☒ Somewhat Unimportant ☐ Neutral ☐ Somewhat Important ☒ Very Important ☐ Not Very Important

Optional question (177 response(s), 6 skipped)

Question type: Emoji Question

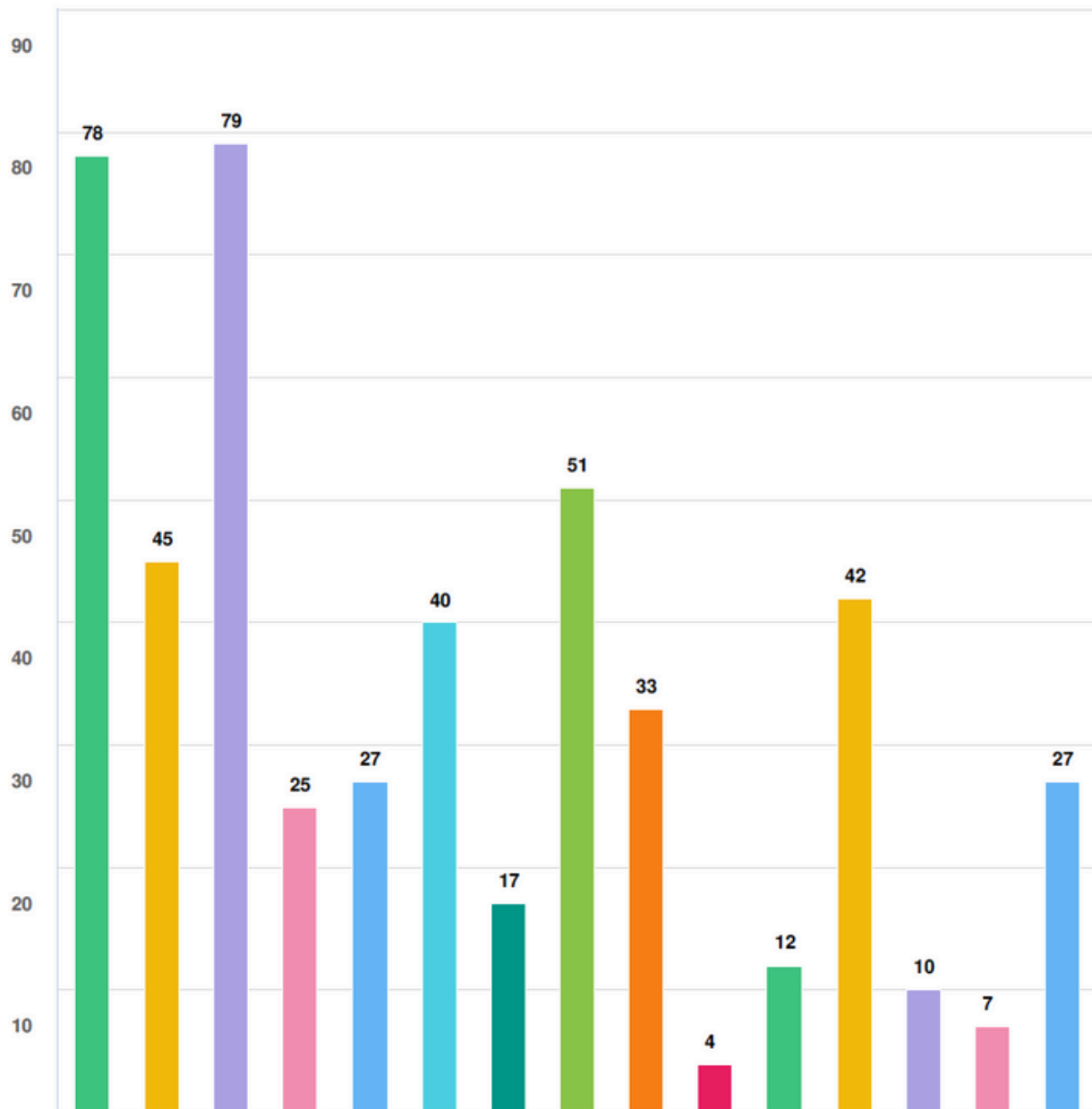
Q3 What benefits are you aware of the City's urban forest?



Optional question (181 response(s), 2 skipped)

Question type: Likert Question

Q4 | Which outreach activities/methods would you most likely participate/prefer in to support Tarpon's urban forest? (Choose 3)

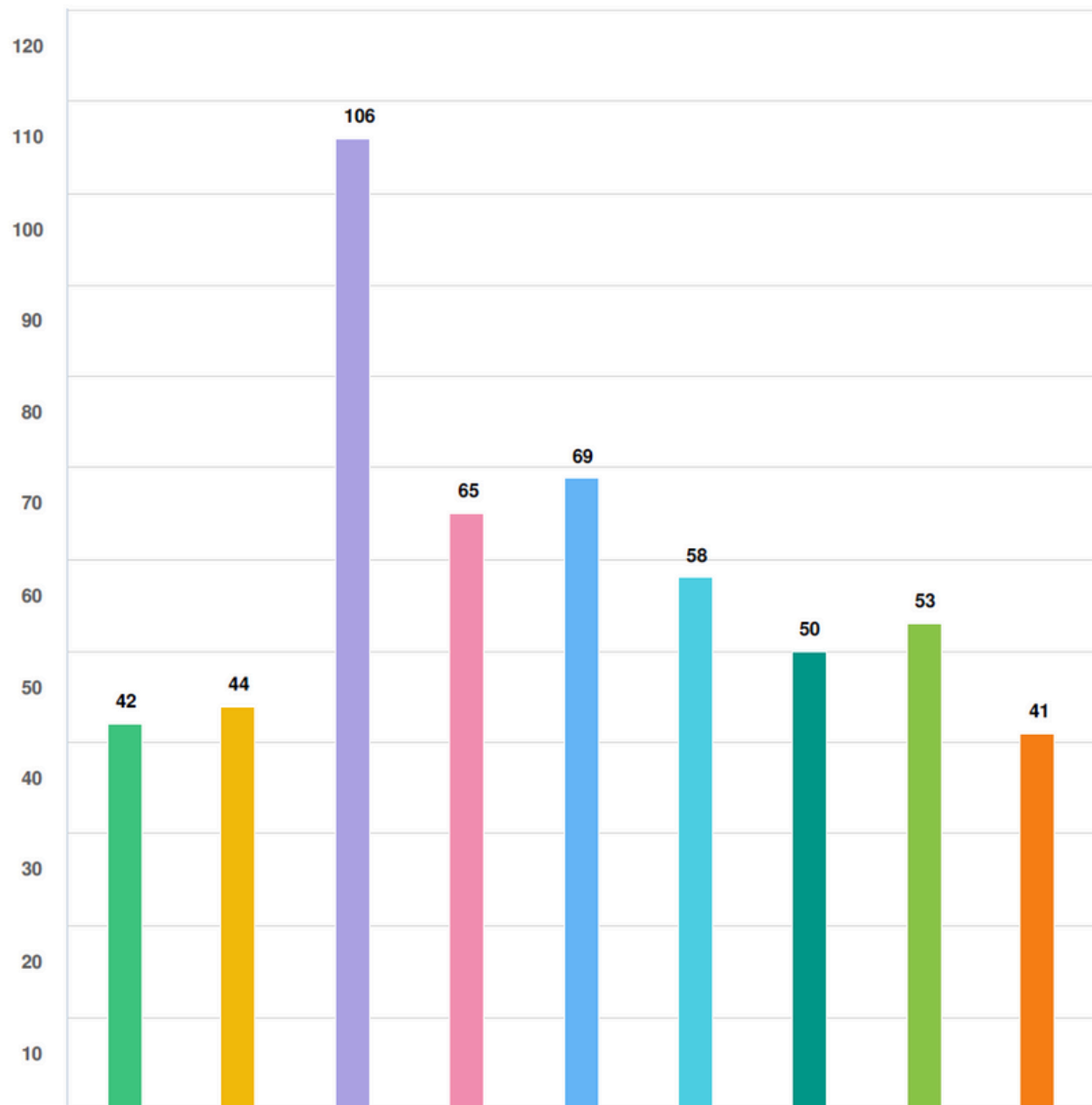


Question options

- Heritage or Memorial Tree Program
 ● Corporate Sponsored Events
 ● Partnership with Non-Profits
 ● Social Media
- Public Hearings
 ● Newspaper Ads
 ● Urban Forestry Website
 ● Arbor Day Activities
- Tree Board/Commission Meetings
 ● Information Booths at Citywide Events
 ● Neighborhood Association Meetings
- In-Person Communication with City Staff
 ● Participating in Community Events
 ● Receiving Pamphlets or Brochures
- Community Workshops

Optional question (176 response(s), 7 skipped)
Question type: Checkbox Question

Q5 In your opinion, what are the TOP 3 ways the city can ensure a safe and healthy urban forest?



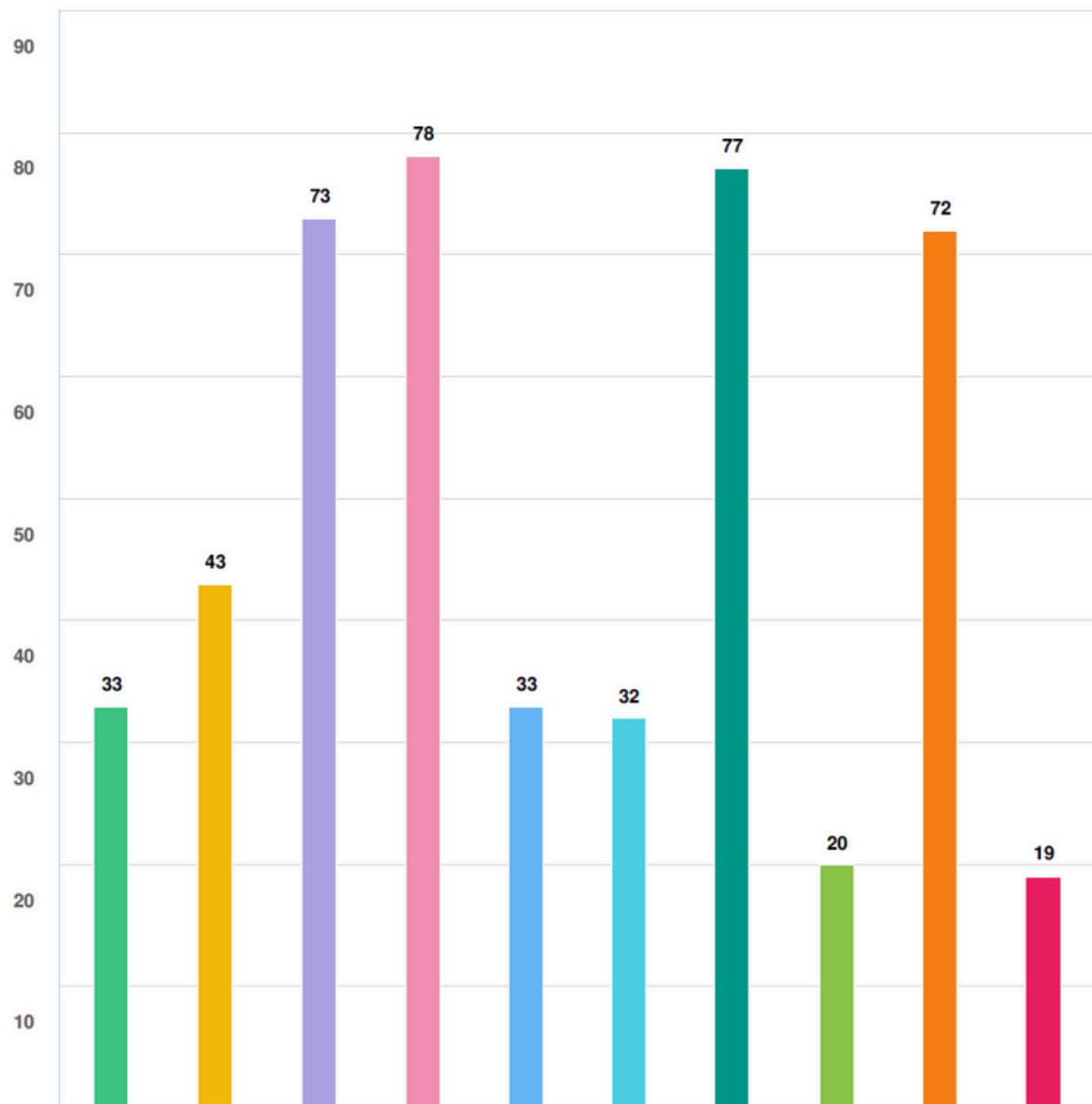
Question options

- Establishing an Updated Tree Ordinance
 ● Sustainable Funding for Urban Forestry Projects
- List of Suitable Local Tree Species for New Plantings
 ● An Urban Forestry Management Plan
- Educate Citizens and Leaders on the Benefits of Trees
 ● Best Management Practices for Tree Preservation
- Increase Tree Planting
 ● Tools and Funding for Community Outreach and Education
- Support from Board of Commissioners

Optional question (178 response(s), 5 skipped)

Question type: Checkbox Question

Q6 In your opinion, which of the following are the TOP 3 barriers to having a healthy urban forest?

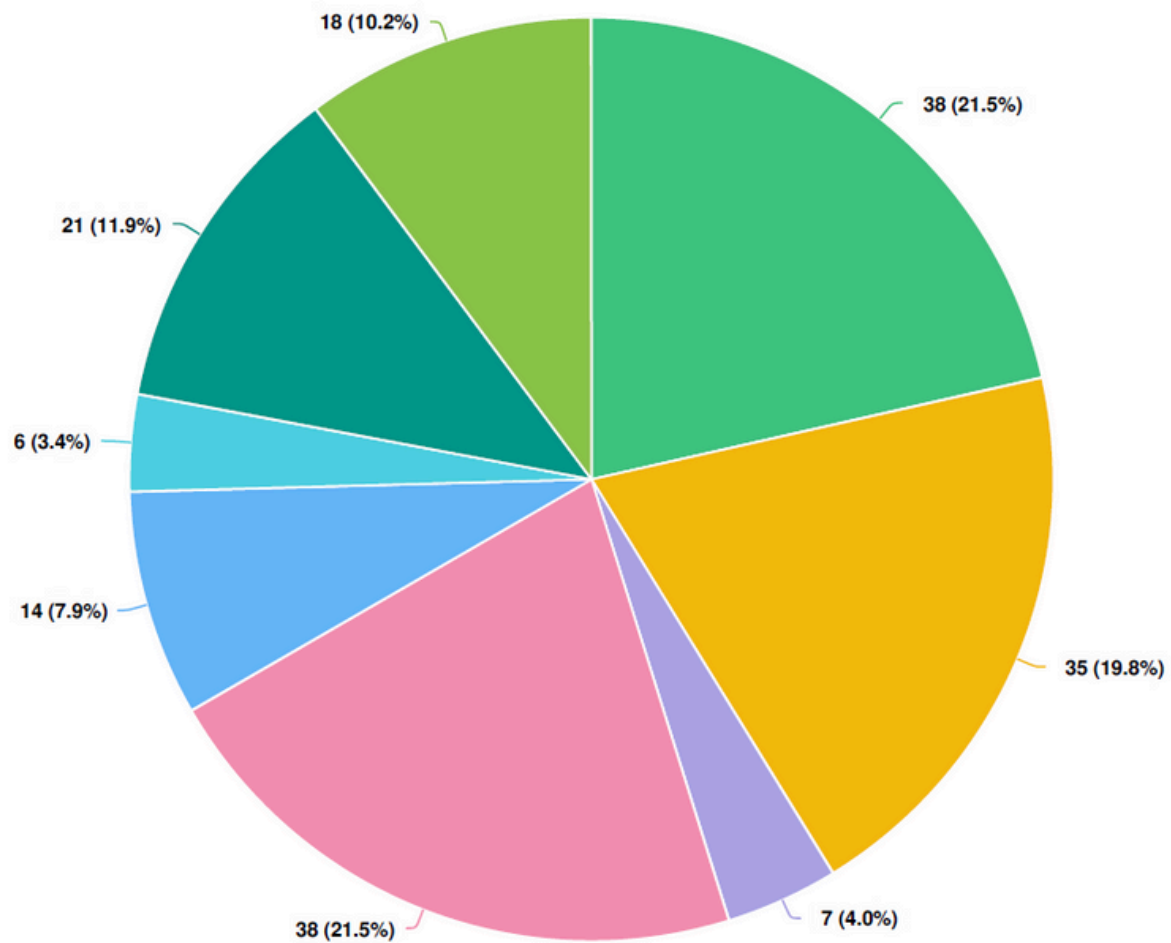


Question options

- Other (please specify)
 ● Lack of public will to prioritize regulations to preserve the urban forest
- Poor Planting Conditions (space, right-of-way conflicts, etc.)
 ● Lack of a Formal Plan or Strategy
- Poor Urban Forest Condition/Tree Problems
 ● Current Tree Ordinances
- Insufficient Funding for City Urban Forestry Program
 ● Lack of Support from Leadership
 ● Lack of Trained Personnel
- Low Public Support and Interest

Optional question (177 response(s), 6 skipped)
Question type: Checkbox Question

Q7 What is the most urgent tree-related need in your neighborhood?



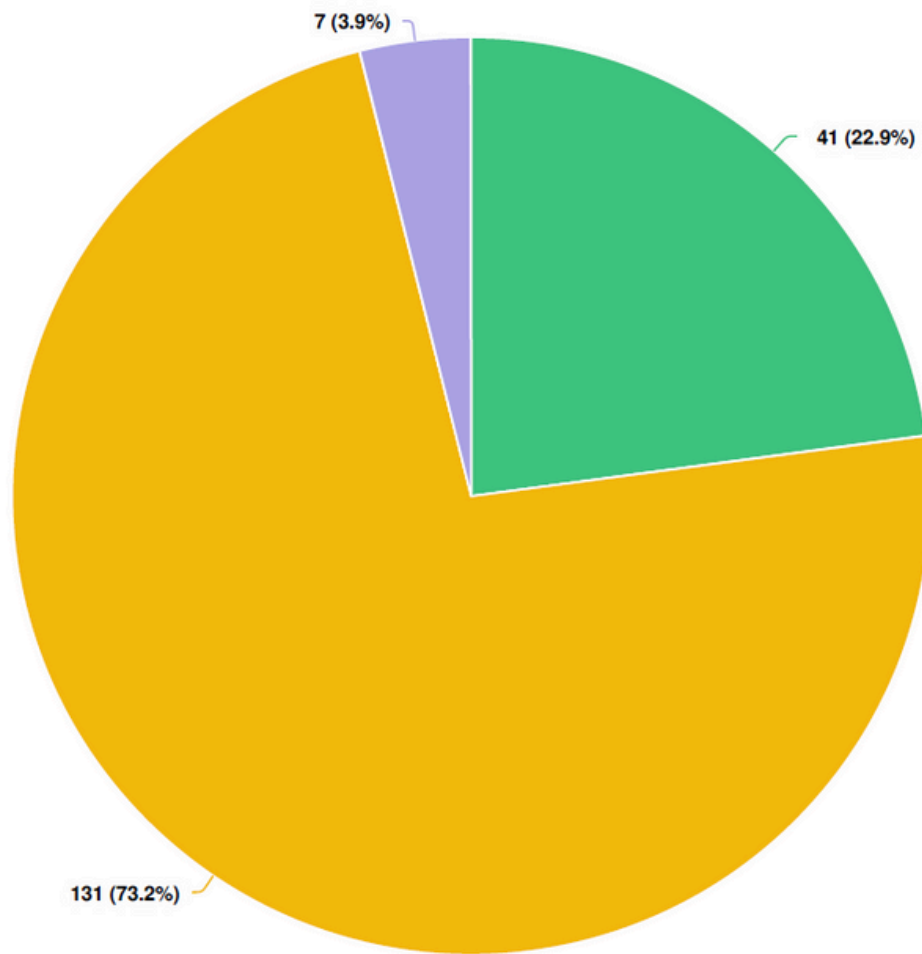
Question options

- Other (please specify)
 ● Invasive control or removal
 ● Volunteer and Community Engagement
- Education and Outreach
 ● Tree Maintenance
 ● Dealing with Hazardous Trees
 ● More Tree Planting
- Tree Protection from Damage or Removal

Optional question (177 response(s), 6 skipped)

Question type: Radio Button Question

Q8 How do you feel about the current tree canopy in the city?

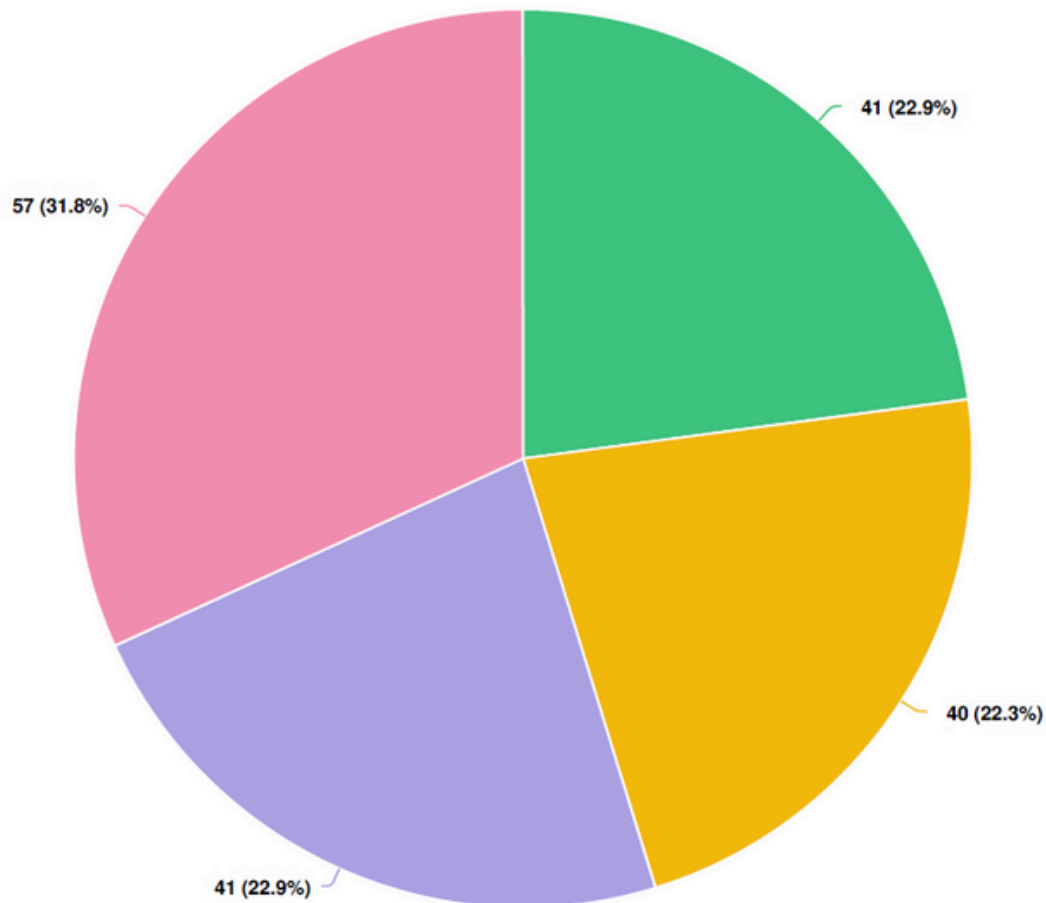


Question options

☐ Good, I'm happy! ☐ Okay, but still need more ☐ Poor, we need more

Optional question (179 response(s), 4 skipped)
Question type: Emoji Question

Q9 In your opinion, over the past 10 years, the overall health and quality of the city's public trees has...

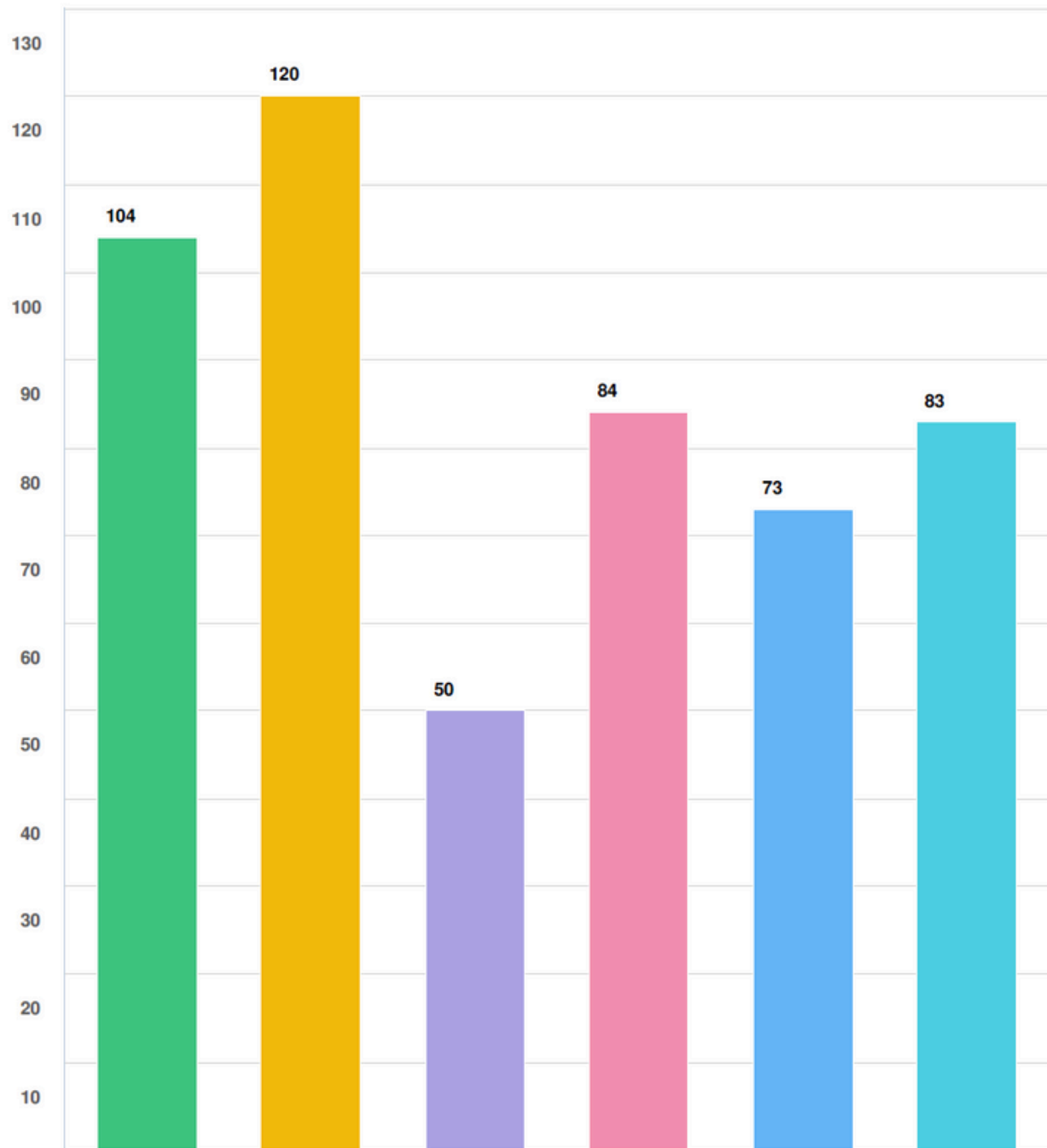


Question options

☐ Unsure ☐ Stayed the Same ☐ Declined ☐ Improved

Optional question (179 response(s), 4 skipped)
Question type: Radio Button Question

Q10 Choose the TOP 3 areas you feel most need more tree planting.

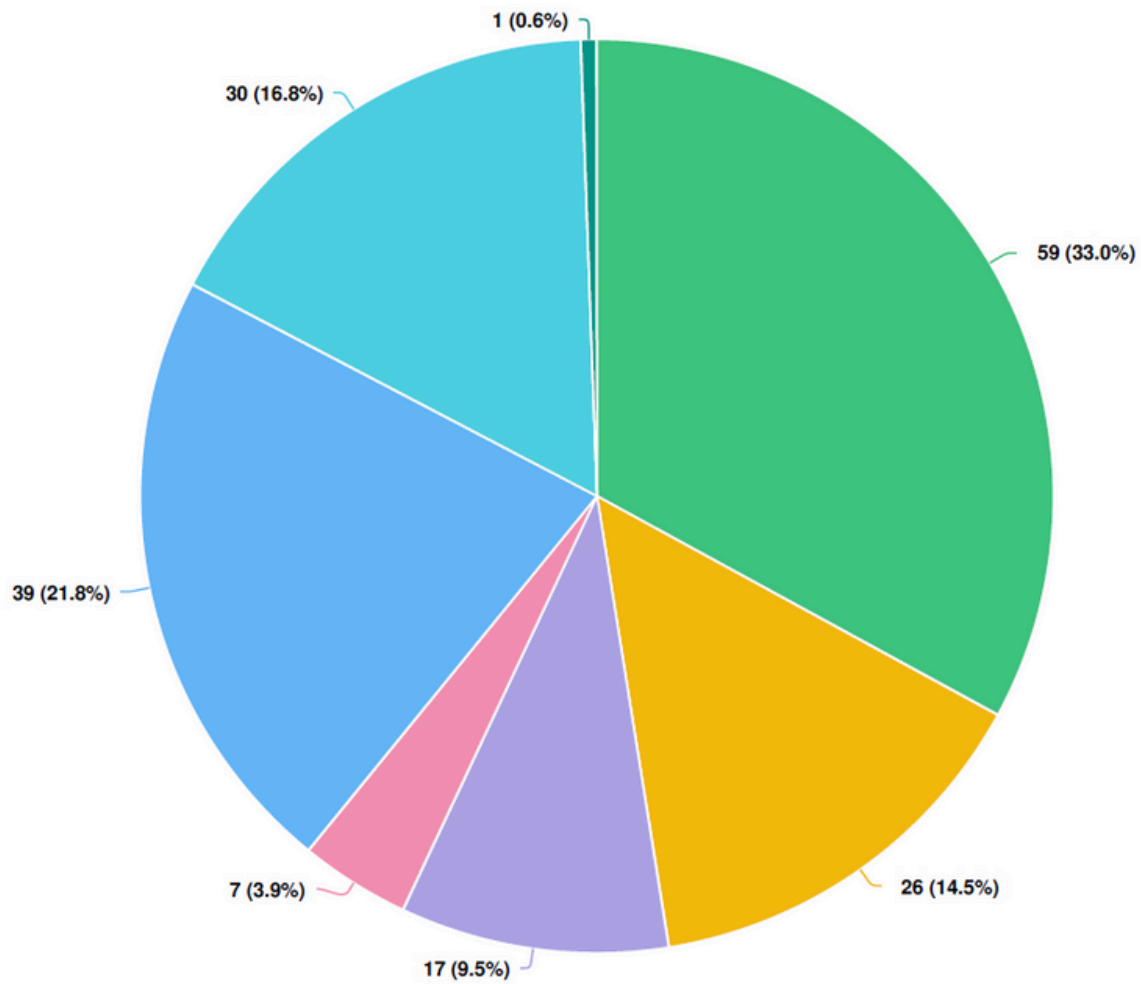


Question options

Residential Subdivision Common Lands School/Campus Area Commercial/Industrial Area Private Property
Parks, Greenways, and other Public Spaces Right-of-Way/Street Trees

Optional question (179 response(s), 4 skipped)
Question type: Checkbox Question

Q11 | If you currently have street trees planted adjacent to your home or business, who owns them?



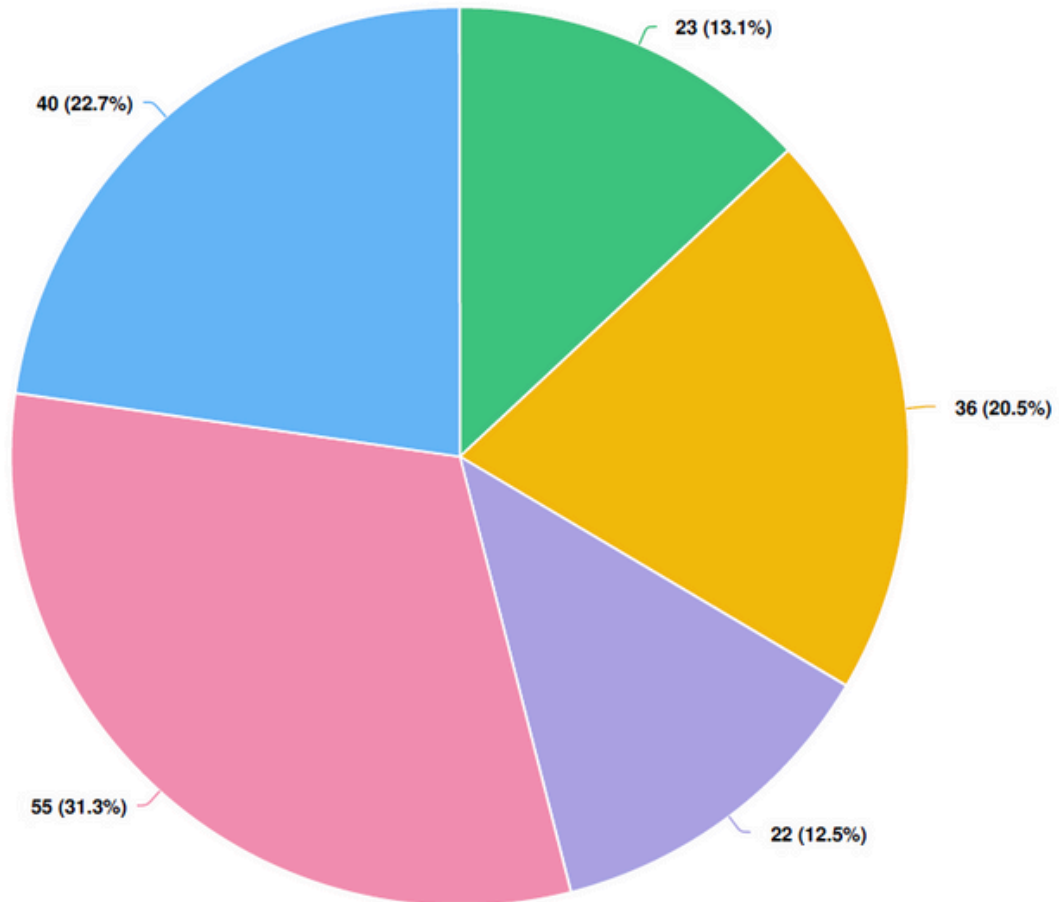
Question options

Other (please specify) Not applicable, I do not have any street trees. Myself and/or Spouse My Landlord
The City My Homeowners Association Unsure

Optional question (179 response(s), 4 skipped)

Question type: Radio Button Question

Q12 If you currently have street trees planted adjacent to your home or business, who maintains and prunes them?



Question options

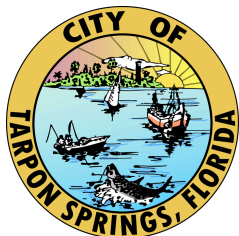
- Not applicable, I do not have any street trees.
- A private tree worker or landscape company.
- City tree worker.
- No one maintains the street trees.
- Myself, family member, friend, or neighbor.

Optional question (176 response(s), 7 skipped)
Question type: Radio Button Question

CITY OF TARPON SPRINGS

URBAN FOREST MANAGEMENT PLAN

JUNE 2025



CITY OF TARPON SPRINGS URBAN FORESTRY MANAGEMENT PROGRAM

<https://connecttarponsprings.com/urban-forestry>

TREE CHECK UP, LLC

<https://treecheckup.com/>





Memorandum

Date: July 22, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Increase File No. 240156-N-PH, Annual Maintenance of PowerDMS HR Policy Application (**Suzanne Linton IT Director, Janina Lewis Procurement Services Director**)

Recommendation

Increase File No. 240156-N-PH, Annual Maintenance of PowerDMS through NEOGOV HR Policy Application, effective through September 5, 2026, to an amount of \$38,593.01, an increase of \$23,577.61, for the Information Technology Department for City-wide use.

Background

On June 12, 2024, File No. 240156-N-PH was administratively awarded to PowerDMS in the amount of \$10,621.31 and on June 12, 2025, it was further increased to \$15,015.40 for an additional module for the Police Department for tracking field training and security for single sign-on. This increase is being requested for additional licenses for PowerDMS to track FEMA costs during emergencies and to comply with Human Resource regulations (see attached memo).

This contract was awarded by the North Carolina Sheriffs' Association and is available to any and all units of local government/political subdivisions inside and outside the state of North Carolina.

Funding

Funding is available in accounts 001-8802-519.46-00 and 402-8803-536.46-00

Strategic Plan Objective

N/A



City of Tarpon Springs, Florida

Information Technology Division

324 EAST PINE STREET
POST OFFICE BOX 5004
TARPON SPRINGS, FLORIDA 34688-5004
(727) 938-3711

MEMORANDUM

TO: Janina Lewis, Procurement Services Director

FROM: Suzanne Linton, IT Director *SML*

DATE: 07/14/2025

SUBJECT: Approval for PowerDMS Increase for Additional Licenses Needed for EOC and Human Resources Compliance Tracking

Recommendation:

Increase PowerDMS contract to \$23,577.61:

PowerReady PD \$3,847.00 and an additional \$3,000.00 for training

PowerDMS PD for \$4,136.55

PowerDMS City Hall \$12,594.06

This increase is needed for additional licenses for Emergency Operations and Human Resources Compliance Tracking.

Background:

This memo requests approval to procure additional licenses for PowerDMS, to license additional users to accurately track FEMA costs during emergencies and to comply with the following regulations for Human Resources:

Any employee, vendor, or contractor who has access to our city's IT infrastructure is required by both Federal and State laws and regulations to complete the following:

Florida Statute 282.318 – The Florida Cybersecurity Act

Requires implementation of cybersecurity controls, including access management and annual security training for all users.

Florida Statute 501.171 – Security of Confidential Personal Information

Requires safeguarding of personal information, incident response protocols, and staff training on data protection.

NIST SP 800-53 (and indirectly SP 800-171)

Federal standards for securing information systems require MFA, user training, signed usage policies, and access control measures.

60GG-2, Florida Administrative Code – Cybersecurity Standards

Defines minimum security requirements for state and local government IT, including technical and administrative controls.

Funding:

001-8802-519-46-00 \$23,548.29

402-8803-536-46-00 \$19,266.77

INVOICE

Vendor Information / Contact:

2120 Park Pl, Suite 100
El Segundo, CA 90245

Email: receivables@powerdms.com
Phone: 1-800-749-5104
EIN: 59-3668885

Need a W-9? Click here: [W-9 PDF](#)

Invoice Summary:

Invoice No.: INV-138608

Invoice Date: 06-16-2025

Due Date: 07-16-2025

Payment Terms: Net 30

Purchase Order No.:

Customer No.: A-4171

Customer Billing Information

Raquel Hull
Tarpon Springs Police Department (FL)

444 S Huey Ave
Tarpon Springs, FL 34689
United States

Customer Shipping Information

Tarpon Springs Police Department (FL)

444 S Huey Ave
Tarpon Springs, FL 34689
United States

Invoice Details:

Product	Start Date	End Date	Quantity	Total Price (\$USD)
PowerReady Setup			71	\$3,100.00
PowerReady Subscription	06-09-2025	09-05-2025	71	\$902.45
SSO	06-09-2025	09-05-2025	71	\$134.10

SUBTOTAL (\$USD)	\$4,136.55
Sales Tax	\$0.00
TOTAL	\$4,136.55
Payments	\$0.00
Credits	\$0.00
Balance Due (\$USD)	\$4,136.55

Payment Instructions:

<u>Remit checks to:</u> PowerDMS, Inc. PO Box 749609 Atlanta, GA 30374	<u>Remit electronic payments to:</u> PNC Bank East Brunswick, NJ 08816 Routing #: 031207607 Account #: 8026392336	<u>Credit card payments:</u> Credit Card Payment Portal Link
--	--	--

By making the payment specified in this invoice, customer agrees that the terms and conditions of the agreement previously executed by the parties shall apply to this purchase, or if there is no prior agreement, the terms and conditions of the NEOGOV Services Agreement set forth in the quote previously provided to Customer shall apply. Any other terms and conditions provided by customer to NEOGOV in a

purchase order or otherwise shall be deemed void.

Vendor Information / Contact:

2120 Park Pl, Suite 100
El Segundo, CA 90245

Email: receivables@powerdms.com

Phone: 1-800-749-5104

EIN: 59-3668885

Need a W-9? Click here: [W-9 PDF](#)

Invoice Summary:

Invoice No.: INV-138609

Invoice Date: 06-16-2025

Due Date: 07-16-2025

Payment Terms: Net 30

Purchase Order No.:

Customer No.: A-4171

Customer Billing Information
Raquel Hull Tarpon Springs Police Department (FL)
444 S Huey Ave Tarpon Springs, FL 34689 United States

Customer Shipping Information
Tarpon Springs Police Department (FL)
444 S Huey Ave Tarpon Springs, FL 34689 United States

Invoice Details:

Product	Start Date	End Date	Quantity	Total Price (\$USD)
PowerReady Enterprise Setup			71	\$1,500.00

SUBTOTAL (\$USD)	\$1,500.00
Sales Tax	\$0.00
TOTAL	\$1,500.00
Payments	\$0.00
Credits	\$0.00
Balance Due (\$USD)	\$1,500.00

Payment Instructions:

Remit checks to: PowerDMS, Inc. PO Box 749609 Atlanta, GA 30374	Remit electronic payments to: PNC Bank East Brunswick, NJ 08816 Routing #: 031207607 Account #: 8026392336	Credit card payments: Credit Card Payment Portal Link
---	---	---

By making the payment specified in this invoice, customer agrees that the terms and conditions of the agreement previously executed by the parties shall apply to this purchase, or if there is no prior agreement, the terms and conditions of the NEOGOV Services Agreement set forth in the quote previously provided to Customer shall apply. Any other terms and conditions provided by customer to NEOGOV in a purchase order or otherwise shall be deemed void.

INVOICE

Vendor Information / Contact:

2120 Park Pl, Suite 100
El Segundo, CA 90245

Email: receivables@powerdms.com

Phone: 1-800-749-5104

EIN: 59-3668885

Need a W-9? Click here: [W-9 PDF](#)

Invoice Summary:

Invoice No.: INV-140045

Invoice Date: 07-10-2025

Due Date: 09-08-2025

Payment Terms: Net 60

Purchase Order No.:

Customer No.: A-4171

Customer Billing Information

Raquel Hull
Tarpon Springs Police Department (FL)

444 S Huey Ave
Tarpon Springs, FL 34689
United States

Customer Shipping Information

Tarpon Springs Police Department (FL)

444 S Huey Ave
Tarpon Springs, FL 34689
United States

Invoice Details:

Product	Start Date	End Date	Quantity	Total Price (\$USD)
PowerReady Subscription	09-06-2025	09-05-2026	71	\$3,296.00
SSO	09-06-2025	09-05-2026	71	\$551.00

SUBTOTAL (\$USD)	\$3,847.00
Sales Tax	\$0.00
TOTAL	\$3,847.00
Payments	\$0.00
Credits	\$0.00
Balance Due (\$USD)	\$3,847.00

Payment Instructions:**Remit checks to:**

PowerDMS, Inc.
PO Box 749609
Atlanta, GA 30374

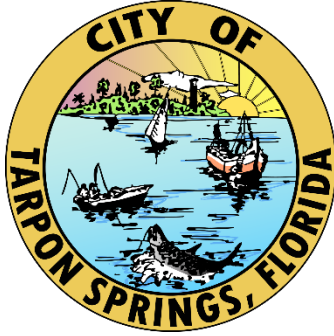
Remit electronic payments to:

PNC Bank
East Brunswick, NJ 08816
Routing #: 031207607
Account #: 8026392336

Credit card payments:

[Credit Card Payment Portal Link](#)

By making the payment specified in this invoice, customer agrees that the terms and conditions of the agreement previously executed by the parties shall apply to this purchase, or if there is no prior agreement, the terms and conditions of the NEOGOV Services Agreement set forth in the quote previously provided to Customer shall apply. Any other terms and conditions provided by customer to NEOGOV in a purchase order or otherwise shall be deemed void.



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

FROM: Patty Hall, CPPB, Senior Procurement Analyst

DATE: 6/12/2025

SUBJECT: Administrative Approval to Increase File No. 240156-N-PH, Single Source Purchase of PowerDMS HR Policy Application

RECOMMENDATION:

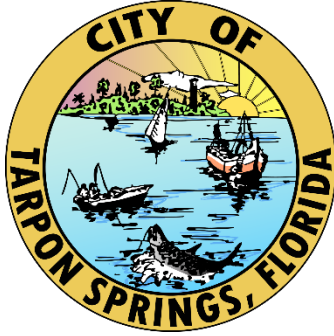
Increase File No. 240156-N-PH, Annual Maintenance of PowerDMS HR Policy Application, effective 9/06/2024 through 9/05/2025, in the amount of \$4,136.55 to \$15,015.40 for the Information Technology Department for City-Wide Use. This is for an additional module for the Police Department for tracking Field Training (\$4136.55) and security for single sign-on (\$257.54).

BACKGROUND:

PowerDMS is a compliance and policy management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. This is used primarily by HR and the Police Departments for disbursement of policies and procedures.

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

Date of Approval: 6/12/2025



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

FROM: Patty Hall, CPPB, Senior Procurement Analyst

DATE: 6/12/2024

SUBJECT: Administrative Approval to Award File No. 240156-N-PH, Single Source Purchase of PowerDMS HR Policy Application

RECOMMENDATION:

Award File No. 240156-N-PH, Annual Maintenance of PowerDMS HR Policy Application, effective 9/06/2024 through 9/05/2025, in the amount of \$10,621.31 for the Information Technology Department for City-Wide Use.

BACKGROUND:

PowerDMS is a compliance and policy management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. This is used primarily by HR and the Police Departments for disbursement of policies and procedures.

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

Date of Approval: 7/24/2024



Memorandum

Date: July 22, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Increase File No. 250008-C-PH, Microsoft and Software Licenses, through Sourcewell Cooperative Contract No. 121923-SHI (**Suzanne Linton IT Director, Janina Lewis Procurement Services Director**)

Recommendation

Increase File No. 250008-C-PH, Microsoft and Software Licenses, through Sourcewell Cooperative Contract No. 121923-SHI with SHI International Corp. through February 27, 2028 in an annual amount not to exceed \$205,862.75, an increase of \$30,862.75, for Emergency Operations and Human Resources compliance tracking.

Background

On October 1, 2024, the Board awarded File No. 250008-C-PH for Microsoft software subscriptions to be used City-wide. On March 20, 2024, Sourcewell awarded solicitation No. 121923-SHI to SHI International Corp. The purpose of this contract is to purchase additional licenses for Microsoft, Adobe, and KnowBe4 to accurately track FEMA costs during emergencies and to comply with Human Resources regulations (see attached memo). Sourcewell is a municipal national contracting agency. Sourcewell's contracts have been awarded by virtue of a competitive public process and are made available for use by local governments.

Funding

Funding is available in accounts 001-8802-519.46-00 and 402-8803-536.46-00

Strategic Plan Objective

N/A



City of Tarpon Springs, Florida

Information Technology Division

324 EAST PINE STREET
POST OFFICE BOX 5004
TARPON SPRINGS, FLORIDA 34688-5004
(727) 938-3711

MEMORANDUM

TO: Janina Lewis, Procurement Services Director

FROM: Suzanne Linton, IT Director *SML*

DATE: 07/14/2025

SUBJECT: Approval for Additional Licenses Needed for EOC and Human Resources Compliance Tracking

Recommendation:

Award \$30,862.75 to SHI utilizing the Sourcewell - Technology Products & Solutions Contract #: 121923-SHI for Microsoft, Adobe, and KnowBe4 licenses for additional licenses needed for Emergency Operations and Human Resources Compliance Tracking.

Background:

This memo requests approval to procure additional licenses for Microsoft, Adobe, and KnowBe4 to license additional users to accurately track FEMA costs during emergencies and to comply with the following regulations for Human Resources:

Any employee, vendor, or contractor who has access to our city's IT infrastructure is required by both Federal and State laws and regulations to complete the following:

Florida Statute 282.318 – The Florida Cybersecurity Act
Requires implementation of cybersecurity controls, including access management and annual security training for all users.

Florida Statute 501.171 – Security of Confidential Personal Information
Requires safeguarding of personal information, incident response protocols, and staff training on data protection.

NIST SP 800-53 (and indirectly SP 800-171)
Federal standards for securing information systems require MFA, user training, signed usage policies, and access control measures.

60GG-2, Florida Administrative Code – Cybersecurity Standards

Defines minimum security requirements for state and local government IT, including technical and administrative controls.

Funding:

001-8802-519-46-00

402-8803-536-46-00



Pricing Proposal
Quotation #: 26302106
Created On: 6/13/2025
Valid Until: 7/7/2025

FL-City of Tarpon Springs

Suzanne Linton

324 East Pine St.
Tarpon, FL 34689
UNITED STATES
Phone: 7279431157
Fax:
Email: slinton@ctsfl.us

Inside Account Executive

Alex Friedman

290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-652-7660
Fax: 732-XXX-XXXX
Email: Alex_Friedman@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Adobe Acrobat Pro for enterprise, Subscription New, Monthly, 1 User, Large Government Agencies - Level 9 10,000+ (VIP # Req.) 12 Month Term Adobe - Part#: 65324113BC09A12 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 6/13/2025 – 9/7/2025 Note: 2 months- VIP agreement # A88D732F71E550D8FEDA	25	\$25.67	\$641.75
Total			\$641.75

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

SHI SPIN: #143012572

SHI-GS SPIN (For Texas customers ONLY): #143028315

For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Pricing Proposal
Quotation #: 26308856
Reference #: EA# 49617799
Created On: 6/16/2025
Valid Until: 6/30/2025

FL-City of Tarpon Springs

Suzanne Linton

324 East Pine St.
Tarpon, FL 34689
United States
Phone: 7279431157
Fax:
Email: slinton@ctsfl.us

Microsoft Inside Account Manager - Public Sector

Maximilian Vardanyan

290 Davidson Ave, Somerset, NJ
08873
Phone: -
Fax:
Email: MSSoutheastGov@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Entra ID P2 Gov Sub Per User - 8 Months (Year 1 of 3) Microsoft - Part#: MQN-00001 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 6/16/2025 – 2/28/2026 Note: Microsoft EA# 49617799; See Payment Schedule below:	85	\$55.79	\$4,742.15
2 O365 G3 GCC Sub Per User - 8 Months (Year 1 of 3) Microsoft - Part#: AAA-11894 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 6/16/2025 – 2/28/2026 Note: Microsoft EA# 49617799; See Payment Schedule below:	85	\$167.79	\$14,262.15
3 Intune Device P1 GCC Sub Per Device - 8 Months (Year 1 of 3) Microsoft - Part#: NMH-00001 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 6/16/2025 – 2/28/2026 Note: Microsoft EA# 49617799; See Payment Schedule below:	115	\$13.68	\$1,573.20
Total			\$20,577.50

Additional Comments

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Payment Schedule for EA# 49617799:

Year 1 06/16/2025 - 02/28/2026: \$20,577.50
Year 2 03/01/2026 - 02/28/2027: \$30,867.10
Year 3 03/01/2027 - 02/29/2028: \$30,867.10
Total: \$82,311.70

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Pricing Proposal
Quotation #: 26348592
Created On: 6/26/2025
Valid Until: 7/31/2025

FL-City of Tarpon Springs

Suzanne Linton

PO BOX 5004 ATTN: A/P
TARPON SPRINGS, FL 34689
United States
Phone: 7279382849
Fax:
Email: slinton@ctsfl.us

Inside Account Executive

Alex Friedman

290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-652-7660
Fax: 732-XXX-XXXX
Email: Alex_Friedman@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 KnowBe4 Security Awareness Training Subscription Platinum KnowBe4 Inc. - Part#: KSATP-N-C36-G Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: 29 months	150	\$43.75	\$6,562.50
2 KnowBe4 PhishER Subscription KnowBe4 Inc. - Part#: PHISHER-N-C36-G Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: 27 months	150	\$20.54	\$3,081.00
Total			\$9,643.50

Additional Comments

Knowbe4 has a no returns policy.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



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 *al*
FROM: Patty Hall, CPPB, Senior Procurement Analyst
DATE: 10/01/2024
SUBJECT: Award File No. 250008-C-PH, Microsoft and Software Licenses, through Sourcewell Cooperative Contract No. 121923-SHI

RECOMMENDATION:

Award File No. 250008-C-PH, Microsoft and Software Licenses, through Sourcewell Cooperative Contract No. 121923-SHI with SHI International Corp. through February 27, 2028 in an annual amount not to exceed \$175,000.00 for various City departments. Purchase orders will only be issued against approved budgets.

BACKGROUND:

On March 20, 2024, Sourcewell awarded solicitation No. 121923-SHI to SHI International Corp. The purpose of this contract is to renew and maintain Microsoft software subscriptions used City-wide. These license subscriptions are currently billed annually. The ability to purchase a license will be made available to all City departments. 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 (see attached memo).

Approximately \$162,000.00 has been expended in the previous twelve (12) months.

FUNDING: Funding will be provided from various department budgets.

Accepted by: _____

[Signature]
City Manager

Attest _____

[Signature]
City Clerk



City of Tarpon Springs, Florida

Suzanne Linton
IT Director

MEMORANDUM

DATE: 08/27/2024

TO: Janina Lewis, Procurement Services Director

FROM: Suzanne Linton, IT Director *SML*

RE: SHI International Corp-Microsoft and Software Licenses

Recommendation

Award \$175,000.00 annually to SHI International Corp. utilizing Sourcewell Cooperative Contract No. 121923-SHI, for a period through 02/27/2028, for Microsoft products and software licenses used Citywide. Purchase orders will only be issued against approved budgets.

Background:

The purpose of this contract is to purchase use of Microsoft software subscriptions and licenses. Licenses are currently charged as an annual fee for the use of the software. This software includes cloud and desktop-based services, including virtual infrastructure, cloud based monitoring and reporting, and productivity software. The ability to purchase a license is available for all City departments using this contract authorization.

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

**SOURCEWELL
STATE OF MINNESOTA**



Member Barrows moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

9/19/2023

Resolution No. 2023_23

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Arts and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Arts, Dahlberg, Kicker

and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

Linda Arts

Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - September 2023

CONSENT AGENDA ITEMS

CONSENT AGENDA ITEMS

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:		
Water Service Line Inventory and Management Systems with Related Services		
Curbside Management Technologies with Related Services		
Requesting Board permission to Re-Solicit the following categories:		
Technology Products and Services with Related Solutions		
Vehicle Lifts, Garage, and Fleet Maintenance Equipment		
Revise "Industrial and Workplace Storage Systems with Related Accessories" to "Physical Storage Systems and Equipment with Related Software and Services"		
NEW CONTRACTS		
Supplier Name	Contract Number	Solicitation Title
Accu Steel	071223-ACS	"Fabric Structures with Related Materials and Services"
Air Structures American Technologies	071223-ASA	"Fabric Structures with Related Materials and Services"
Atlas Greenhouse	071223-AGR	"Fabric Structures with Related Materials and Services"
Britespan Building Systems	071223-BRT	"Fabric Structures with Related Materials and Services"
Calhoun Super Structures	071223-CLH	"Fabric Structures with Related Materials and Services"
ClearSpan Fabric Structures International	071223-CSS	"Fabric Structures with Related Materials and Services"
Hawkeye Steel Products	071223-HWK	"Fabric Structures with Related Materials and Services"
Rubb Building Systems	071223-RBB	"Fabric Structures with Related Materials and Services"
Yeadon Fabric Domes	071223-YEA	"Fabric Structures with Related Materials and Services"
CONTRACT EXTENSIONS		
Supplier Name	Contract Number	Solicitation Title
Curbtender, Inc.	091219-CRB	"Mobile Refuse Collection Vehicles with Related Equipment, Accessories and Services"
Labrie Environmental Group	091219-LEG	"Mobile Refuse Collection Vehicles with Related Equipment, Accessories and Services"
Scranton Mfg. Company/New Way Trucks	091219-NWY	"Mobile Refuse Collection Vehicles with Related Equipment, Accessories and Services"
NEW IDIQ CONTRACTS		
Company Name	Contract Number	Region - Type of Work
Adrian L. Merton, Inc.	VA-R1-HVAC-072023-ALM	Region 1- Mechanical/HVAC
Centennial Contractors Enterprises	VA-R1-GC-072023-CCE	Region 1- General Construction
Centennial Contractors Enterprises	VA-R3-GC-072023-CCE	Region 3- General Construction
Centennial Contractors Enterprises	VA-R4-GC-072023-CEC	Region 4- General Construction
F.H. Paschen	VA-R2-GC-072023-FHP	Region 2- General Construction
General & Mechanical Services	VA-R1-HVAC-072023- GMS	Region 1- Mechanical/HVAC
Johnson-Laux Construction	VA-R2-GC-072023-JLC	Region 2- General Construction
Johnson-Laux Construction	VA-R3-GC-072023-JLC	Region 3- General Construction
Nichols Contracting, Inc.	VA-R1-GC-072023-NIC	Region 1- General Construction
Nichols Contracting, Inc.	VA-R4- GC-072023-NIC	Region 4- General Construction
Paige Industrial Services, Inc.	VA-R1-E-072023-PAI	Region 1- Electrical
Paige Industrial Services, Inc.	VA-R3-E-072023-PAI	Region 3- Electrical
Paige Industrial Services, Inc.	VA-R3-GC-072023-PAI	Region 3- General Construction
Paige Industrial Services, Inc.	VA-R4-E-072023-PAI	Region 4- Electrical
Paige Industrial Services, Inc.	VA-R4-GC-072023-PAI	Region 4- General Construction
Service Mechanical, Inc.	VA-R1-HVAC-072023-SER	Region 1- Mechanical/HVAC
S-Works Construction Corporation	VA-R1-GC-072023-SWC	Region 1- General Construction
S-Works Construction Corporation	VA-R2-GC-072023-SWC	Region 2- General Construction
S-Works Construction Corporation	VA-R3-GC-072023-SWC	Region 3- General Construction
S-Works Construction Corporation	VA-R4-GC-072023-SWC	Region 4- General Construction
The Matthews Group, Inc.	VA-R1-GC-072023-TMG	Region 1- General Construction
The Matthews Group, Inc.	VA-R3-GC-072023-TMG	Region 3- General Construction
The Matthews Group, Inc.	VA-R4-GC-072023-TMG	Region 4- General Construction
Vigil Contracting, Inc.	VA-R1-GC-072023-VGL	Region 1- General Construction
IDIQ Contract Extensions		
Company Name	Contract Number	
Happel & Associates, Inc.	CO-NE-GC03-090920-HAI	
RoofConnect Logistics, Inc.	CO-SE-RW01-090920-RCL	
RoofConnect Logistics, Inc.	CO-SW-RW01-090920-RCL	

APPENDIX A Continued

Happel & Associates, Inc.	CO-NW-GC02-090920-HAI	
Happel & Associates, Inc.	CO-SE-GC02-090920-HAI	
Sunland Asphalt, Inc.	CO-SW-PAV02-090920-SAC	
Facilities Contracting, Inc.	CO-NE-GC04-090920-FCI	
Sunland Asphalt, Inc.	CO-NE-PAV01-090920-SAC	
ATI Restoration, LLC	CO-NE-GC05-090920-ATI	
RoofConnect Logistics, Inc.	CO-NE-RW01-090920-RCL	
Z-Craft, Ltd.	CO-SE-RW02-090920-ZCR	
PaveConnect Logistics, LLC	CO-SW-PAV01-090920-PCL	
PaveConnect Logistics, LLC	CO-NE-PAV02-090920-PCL	
PaveConnect Logistics, LLC	CO-SE-PAV01-090920-PCL	
JOC Construction	CO-SE-GC01-090920-LRI	
Happel & Associates, Inc.	CO-SW-GC02-090920-HAI	
Sunland Asphalt, Inc.	CO-SE-PAV02-090920-SAC	
PaveConnect Logistics, LLC	CO-NW-PAV01-090920-PCL	
Z-Craft, Ltd.	CO-SW-RW02-090920-ZCR	
JOC Construction	CO-SW-GC01-090920-LRI	
JOC Construction	CO-NW-GC01-090920-LRI	
RoofConnect Logistics, Inc.	CO-NW-RW01-090920-RCL	
JOC Construction	CO-NE-GC01-090920-LRI	
Sunland Asphalt, Inc.	CO-NW-PAV02-090920-SAC	

**SOURCEWELL
STATE OF MINNESOTA**



Member Kircher moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

3/19/2024

Resolution No. 2024_12

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Dahlberg and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Arts, Kircher, Dahlberg

and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

Linda Arts

0EF5765E1EAD4CF...

Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - March 2024

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Staffing with Related Services and Solutions

Requesting Board permission to Re-Solicit the following categories:

Indoor Fitness Equipment with Related Accessories and Services

Forklifts and Lift Trucks with Related Services

Public Sector and Education Administration Software Solutions with Related Services

Indefinite Delivery Indefinite Quantity - Texas

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
22nd Century Technologies	121923-CEN	"Technology Products and Services with Related Solutions"
A3 Communications	121923-A3C	"Technology Products and Services with Related Solutions"
Carahsoft Technology Corp.	121923-CHS	"Technology Products and Services with Related Solutions"
CDW Government	121923-CDW	"Technology Products and Services with Related Solutions"
Computer Aid, Inc.	121923-CAI	"Technology Products and Services with Related Solutions"
DGR Systems	121923-DGR	"Technology Products and Services with Related Solutions"
Diverse Tech Services	121923-DVT	"Technology Products and Services with Related Solutions"
Extreme Networks	121923-EXN	"Technology Products and Services with Related Solutions"
Fortinet, Inc.	121923-FTN	"Technology Products and Services with Related Solutions"
GovConnection	121923-GVC	"Technology Products and Services with Related Solutions"
Ideal System Solutions	121923-IDL	"Technology Products and Services with Related Solutions"
iTAD Solutions	121923-ITD	"Technology Products and Services with Related Solutions"
SHI International Corp.	121923-SHI	"Technology Products and Services with Related Solutions"
U.S. TelePacific Corp.	121923-UST	"Technology Products and Services with Related Solutions"
Crossroads Ambulance Sales & Service	122123-CRR	"Ambulance and Emergency Medical Service Vehicles"
Demers Ambulance	122123-DEM	"Ambulance and Emergency Medical Service Vehicles"
Excellance, Inc.	122123-EXL	"Ambulance and Emergency Medical Service Vehicles"
Medix Specialty Vehicles	122123-MDX	"Ambulance and Emergency Medical Service Vehicles"
P.L. Custom Body and Equipment Co.	122123-PLC	"Ambulance and Emergency Medical Service Vehicles"
REV Group, Inc.	122123-RVG	"Ambulance and Emergency Medical Service Vehicles"

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Mitsubishi Logisnext Americas	091520-MCF	"Forklifts and Lift Trucks with Related Services"
Core Business Technologies	042020-WWR	"Fee Management and Online Payment Portal Software Solutions"
Rycor Solutions	042020-RYC	"Fee Management and Online Payment Portal Software Solutions"
Blue Bird Bus	063020-BBB	"School Buses with Related Accessories, Supplies, Parts and Services"
Poligon by PorterCorp	012621-PPC	"Open Air Structures and Accessory or Utility Buildings with Related Equipment and Services"
Greenfields Outdoor Fitness	010721-GRN	"Outdoor Fitness Equipment with Related Accessories and Services"
Landscape Structures	010721-LSI	"Outdoor Fitness Equipment with Related Accessories and Services"
Online School Management	040220-ONL	"Fee Management and Online Payment Portal Software Solutions"
Blue1 Energy Equipment	092920-TAN	"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"
Epson	030321-EPS	"Copiers, Printers, and Multi-Function Devices, with Related Supplies, Accessories and Services"
HP, Inc.	030321-HPC	"Copiers, Printers, and Multi-Function Devices, with Related Supplies, Accessories and Services"
Ricoh USA	030321-RCH	"Copiers, Printers, and Multi-Function Devices, with Related Supplies, Accessories and Services"
Toshiba	030321-TOS	"Copiers, Printers, and Multi-Function Devices, with Related Supplies, Accessories and Services"
Xerox Corporation	030321-XOX	"Copiers, Printers, and Multi-Function Devices, with Related Supplies, Accessories and Services"

CONSENT AGENDA ITEMS

Page 353 of 547



Memorandum

Date: July 22, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 250209-N-PH, Single Source Purchase of Ammunitions (**Jeff Young Police Chief, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 250209-N-PH, Single Source Purchase of Ammunitions to Florida Bullet Incorporated (Florida Bullet), for a one (1) year period effective from the date of award, in an estimated amount not to exceed \$40,000, for the Police Department (PD).

Background

The purpose of this contract is to provide as-needed purchases of duty and range ammunition for PD's current firearms inventory. Approval of this contract will allow PD to uphold its ongoing commitment to the security and effectiveness of the City's police force, public safety, and to provide necessary resources for officers to effectively train (see attached memo).

Florida Bullet is currently the only authorized law enforcement ammunition distributor in the State of Florida for Federal Premium LE and Speer LE Ammunition, which is owned by Vista Outdoor Sales LLC, d/b/a The Kinetic Group Sales LLC. A single source notification was posted on the City's bidding website, Bonfire, and the Procurement Services Department received no challenges to this notification.

Funding

Account No. 001-1002-521.52-00 – Police Department

Strategic Plan Objective

N/A



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 *JM*

Date: June 26, 2025

Reference: Range and Duty Ammunition

The Police Department requests approval for a one-year, single source contract with Florida Bullet, Inc. in the estimated amount of \$40,000 for as-needed purchases of duty and range ammunition to support our current firearms inventory.

Maintaining the security and operational readiness of our police force remains a top priority. Ensuring that our officers are equipped with reliable ammunition is essential for both effective field operations and ongoing training programs.

Florida Bullet, Inc. continues to be the only authorized Law Enforcement Ammunition Distributor in the State of Florida for Federal Premium LE and Speer LE Ammunition, both of which are owned by Vista Outdoor Sales LLC dba The Kinetic Group Sales LLC. Attached is the updated sole source letter from the vendor confirming this status. Single source documentation for this vendor was filed with Procurement Services on 6/26/2025.

Funding for this will come from account: 001-1002-521.52-00



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

WWW.TSPD.US

"A Full Service Accredited Law Enforcement Agency"



CCI

FEDERAL 

HEVI•SHOT

Remington

SPEER



January 3, 2025

TO: Whom It May Concern

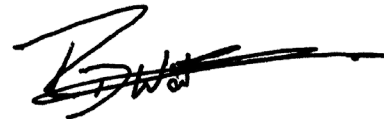
RE: State of Florida - Authorized Distributor

This letter is to serve as a notice that Florida Bullet, located in Oldsmar, FL is currently the only authorized Law Enforcement Ammunition Distributor for the State of Florida for Federal and Speer Law Enforcement Ammunition.

Presently, Florida Bullet is the only Law Enforcement Ammunition Distributor authorized to dropship factory ammunition within Florida to Law Enforcement Agencies.

Please contact me if you have any questions.

Respectfully,



Randall D. Watkins
Director, LE Sales
USMC Ret.
Mobile: 512-549-9646
rwatkins@tkghunt.com



City of Tarpon Springs, Florida

324 E. PINE STREET
P.O. BOX 5004
TARPON SPRINGS, FLORIDA 34688-5004
(727) 942-5612
FAX (727) 942-5637

JULY 22, 2025

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS
FROM: RON HARRING, FINANCE DIRECTOR
SUBJECT: **FORM DR-420, FORM DR-420 TIF AND FORM DR 420-MM-P**

RECOMMENDATION:

To authorize the City Manager to sign Forms DR-420, DR-420 TIF, and DR-420 MM-P setting the tentatively proposed millage rate at 5.37 for Fiscal Year 2025-2026.

BACKGROUND:

The tentatively proposed millage rate for the Fiscal Year 2025-2026 Budget is to be set at 5.37. The tentatively proposed millage rate for the Fiscal Year 2025-2026 Budget is 4.08% above the rolled back rate of 5.1594.



CERTIFICATION OF TAXABLE VALUE

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year: 2025	County: Pinellas
Principal Authority: City of Tarpon Springs	Taxing Authority: City of Tarpon Springs - Operating

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	3,034,480,088	(1)	
2.	Current year taxable value of personal property for operating purposes	\$	113,861,161	(2)	
3.	Current year taxable value of centrally assessed property for operating purposes	\$	0	(3)	
4.	Current year gross taxable value for operating purposes (Line 1 plus Line 2 plus Line 3)	\$	3,148,341,249	(4)	
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	-85,680	(5)	
6.	Current year adjusted taxable value (Line 4 minus Line 5)	\$	3,148,426,929	(6)	
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	3,025,081,614	(7)	
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☒ YES	☐ NO	Number 1	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, Certification of Voted Debt Millage forms attached. If none, enter 0	☐ YES	☒ NO	Number 0	(9)
SIGN HERE	Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge.		
	Signature of Property Appraiser: Electronically Certified by Property Appraiser		Date: 7/1/2025 3:45:14 PM		

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.				
10.	Prior year operating millage levy (If prior year millage was adjusted then use adjusted millage from Form DR-422)		5.3700 per \$1,000	(10)
11.	Prior year ad valorem proceeds (Line 7 multiplied by Line 10, divided by 1,000)	\$	16,244,688	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value (Sum of either Lines 6c or Line 7a for all DR-420TIF forms)	\$	529,518	(12)
13.	Adjusted prior year ad valorem proceeds (Line 11 minus Line 12)	\$	15,715,170	(13)
14.	Dedicated increment value, if any (Sum of either Line 6b or Line 7e for all DR-420TIF forms)	\$	102,489,402	(14)
15.	Adjusted current year taxable value (Line 6 minus Line 14)	\$	3,045,937,527	(15)
16.	Current year rolled-back rate (Line 13 divided by Line 15, multiplied by 1,000)		5.1594 per \$1000	(16)
17.	Current year proposed operating millage rate		5.3700 per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate (Line 17 multiplied by Line 4, divided by 1,000)	\$	16,906,593	(18)

19.	TYPE of principal authority (check one)		☐ County	☐ Independent Special District	(19)
		☒ Municipality	☐ Water Management District		
20.	Applicable taxing authority (check one)		☒ Principal Authority	☐ Dependent Special District	(20)
		☐ MSTU	☐ Water Management District Basin		
21.	Is millage levied in more than one county? (check one)		☐ Yes	☒ No	(21)
DEPENDENT SPECIAL DISTRICTS AND MSTUs				STOP HERE - SIGN AND SUBMIT	
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>			\$ 15,715,170	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>			5.1594 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>			\$ 16,243,552	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>			\$ 16,906,593	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>			5.3700 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>			4.08 %	(27)
First public budget hearing		Date : 9/3/2025	Time : 6:30 PM EST	Place : 324 East Pine Street Tarpon Springs 34689	
S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :			Date :	
	Title :		Contact Name and Contact Title :		
	Mailing Address :		Physical Address :		
	City, State, Zip :		Phone Number :		Fax Number :

Instructions on page 3



MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM-P
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2025		County : Pinellas	
Principal Authority : City of Tarpon Springs		Taxing Authority : City of Tarpon Springs - Operating	
1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☒ No (1)
IF YES, STOP STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.			
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	5.1594 per \$1,000	(2)
3.	Prior year maximum millage rate with a majority vote from 2023 Form DR-420MM, Line 13	5.2695 per \$1,000	(3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	5.3700 per \$1,000	(4)
If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.			
Adjust rolled-back rate based on prior year majority-vote maximum millage rate			
5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$	(5)
6.	Prior year maximum ad valorem proceeds with majority vote (Line 3 multiplied by Line 5 divided by 1,000)	\$	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote (Line 6 minus Line 7)	\$	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	\$	(9)
10.	Adjusted current year rolled-back rate (Line 8 divided by Line 9, multiplied by 1,000)	per \$1,000	(10)
Calculate maximum millage levy			
11.	Rolled-back rate to be used for maximum millage levy calculation (Enter Line 10 if adjusted or else enter Line 2)	5.1594 per \$1,000	(11)
12.	Adjustment for change in per capita Florida personal income (See Line 12 Instructions)	1.0451	(12)
13.	Majority vote maximum millage rate allowed (Line 11 multiplied by Line 12)	5.3921 per \$1,000	(13)
14.	Two-thirds vote maximum millage rate allowed (Multiply Line 13 by 1.10)	5.9313 per \$1,000	(14)
15.	Current year adopted millage rate	5.3700 per \$1,000	(15)
16.	Minimum vote required to levy adopted millage: (Check one)		(16)
☒	a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. Enter Line 13 on Line 17.		
☐	b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to adopted rate. Enter Line 15 on Line 17.		
☐	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the adopted rate. Enter Line 15 on Line 17.		
☐	d. Referendum: The maximum millage rate is equal to the adopted rate. Enter Line 15 on Line 17.		
17.	The selection on Line 16 allows a maximum millage rate of (Enter rate indicated by choice on Line 16).	5.3921 per \$1,000	(17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	\$ 3,148,341,249	(18)

Continued on page 2

Taxing Authority : City of Tarpon Springs - Operating		DR-420MM-P R. 5/12 Page 2	
19.	Current year adopted taxes (<i>Line 15 multiplied by Line 18, divided by 1,000</i>).	\$ 16,906,593	(19)
20.	Total taxes levied at the maximum millage rate (<i>Line 17 multiplied by Line 18, divided by 1,000</i>).	\$ 16,976,171	(20)
DEPENDENT SPECIAL DISTRICTS AND MSTUs			STOP HERE. SIGN AND SUBMIT.
21.	Enter the current year adopted taxes of all dependent special districts & MSTUs levying a millage. (<i>The sum of all Lines 19 from each district's Form DR-420MM-P</i>)	\$ 0	(21)
22.	Total current year adopted taxes (<i>Line 19 plus Line 21</i>).	\$ 16,906,593	(22)
Total Maximum Taxes			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage (<i>The sum of all Lines 20 from each district's Form DR-420MM-P</i>).	\$ 0	(23)
24.	Total taxes at maximum millage rate (<i>Line 20 plus Line 23</i>).	\$ 16,976,171	(24)
Total Maximum Versus Total Taxes Levied			
25.	Are total current year adopted taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☒ YES ☐ NO	(25)
S I G N H E R E	Taxing Authority Certification I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :		Date :
	Title :	Contact Name and Contact Title :	
	Mailing Address :	Physical Address :	
	City, State, Zip :	Phone Number :	Fax Number :

Complete and submit this form to the Department of Revenue with the completed DR-487, Certification of Compliance, within 30 days of the final hearing.



TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2025	County : Pinellas
Principal Authority : City of Tarpon Springs	Taxing Authority : City of Tarpon Springs - Operating
Community Redevelopment Area : City of Tarpon Springs CRA	Base Year : 2000

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	148,921,481	(1)
2.	Base year taxable value in the tax increment area	\$	41,037,900	(2)
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	107,883,581	(3)
4.	Prior year Final taxable value in the tax increment area	\$	144,834,488	(4)
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	103,796,588	(5)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser :	Date :	
	Electronically Certified by Property Appraiser	7/1/2025 3:45:14 PM	

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		95.00 %	(6a)
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i> If value is zero or less than zero, then enter zero on Line 6b	\$	102,489,402	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	529,518	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$		(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$		(7c)
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>		%	(7d)
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i> If value is zero or less than zero, then enter zero on Line 7e	\$		(7e)

SIGN HERE	Taxing Authority Certification	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :		Date :	
	Title :		Contact Name and Contact Title :	
	Mailing Address :		Physical Address :	
	City, State, Zip :		Phone Number :	Fax Number :



Memorandum

Date: July 22, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Janina Lewis, Procurement Services Director
Subject: Award File No. 250202-C-JL, Job Order Construction Services (JOC) **(Janina Lewis Procurement Services Director) (5 Minutes)**

Recommendation

Award File No. 250202-C-JL, Job Order Contracting Services In the State of Florida, utilizing OMNIA Partners Contract – Lead, Pinellas County Schools, Invitation for Bid (IFB) #23-909-02700 for Indefinite Delivery-Indefinite Quantity, Construction Contracts with multiple suppliers (see attached) from July 26, 2025, through December 31, 2025, in the estimated annual amount of \$2,000,000, for Citywide usage.

Background

Job Order Contracting (JOC) offers the City an efficient construction delivery method that uses multiple contractors within a structured pricing framework. This approach significantly reduces administrative time and ensures the use of qualified, proven contractors. This contract has the option to renew for two (2) additional one (1) year periods through December 31, 2027.

Key features of this contracting method include immediate access to locally and competitively awarded contracts, expert review of price proposals, support in developing scopes of work, a simplified change order process, access to pre-qualified contractors, straightforward project initiation, and predetermined pricing.

The City benefits from this system through time savings, cost predictability, reduced procurement and administrative overhead, improved accuracy in price proposals, enhanced cost control, and higher quality project outcomes. Projects completed through this program under the FY2025 Capital Improvement Program (CIP) Line-Item Budget include the tank canopy at the Water Treatment Facility, the paving of the parking lot outside the Water Conveyance offices and the Union Academy Facility Upgrades.

Funding

As orders are placed.

Strategic Plan Objective

N/A

Awarded Vendors ITB # 23-909-02700-General Construction Services

Advanced Roofing, Inc.

AEC Development Partners, LLC

Astra Construction

Caladesi Construction Co.

C11 Contracting

FHP Techtonics Corp

Harbour Construction

Johnson Laux Construction, LLC

LEE Construction Group, Inc.

Ovation Construction Company

Southern Standard Construction, LLC

TGSV Enterprises, Inc.

Signed master agreements electronically located:

<https://www.omniapartners.com/suppliers/gordian/public-sector/contract-documents#contract-1417>



Memorandum

Date: July 22, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Janina Lewis, Procurement Services Director
Subject: Award File No. 250216-C-JL Ladder Truck (**Scott Young Fire Chief, Janina Lewis Procurement Services Director**) (5 Minutes)

Recommendation

Award File No. 250216-C-JL, Ladder Truck Utilizing Sourcewell Contract No. 113021-OKC, Pierce Manufacturing Firefighting Apparatus, with Related Equipment, Accessories, and Supplies, to Ten-8 Fire and Safety, LLC., authorized OSH-KOSH Dealer, in an amount of \$1,629,709 for the Fire Department.

Background

The purpose of this purchase is to acquire one (1) 110-foot Heavy Duty Impel Ascendant Platform Quint Ladder Truck for use in the Fire Department's daily operations (see attached Fire Department memo).

To maintain compliance with National Fire Protection Association (NFPA) recommendations and ensure operational readiness, the Fire Department follows a 10-year replacement cycle for ladder trucks. This new vehicle will replace the 2020 Pierce ladder truck currently assigned to Fire Station 70 on Gulf Road. Upon delivery of the new unit, the City will receive a trade-in credit of \$450,000 for the existing truck. No payments will be required on the new ladder truck until it is delivered, which is currently anticipated in 2029.

The vehicle is being procured through Sourcewell, a public agency authorized by the State of Minnesota to serve as a municipal contracting agency. All Sourcewell contracts are competitively awarded and made available to local governments through a public solicitation process.

Funding

307-8603-522.6400 - Fire Control Machinery/Equipment

Strategic Plan Objective

Goal B.3: A safe, pedestrian-friendly community

B.3.2: Continue a sense of security by maintaining and supporting a high level of public safety commensurate with growth



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: Board of Commissioners
Through: Charles Rudd, City Manager
From: Scott Young, Fire Chief
Date: July 16, 2025

Recommendation:

It is recommended that the City authorize the purchase of a 110-foot Heavy Duty Impel Ascendant Platform Quint Ladder Truck from Ten-8 Fire Equipment at a total cost of \$1,629,709.00. Delivery is expected within 50 months from the date of the order.

Background:

The proposed vehicle will replace the 2020 Pierce ladder truck currently assigned to Fire Station 70 on Gulf Road. Upon delivery of the new truck, the City will receive a \$450,000 trade-in credit for the existing apparatus.

The Fire Department adheres to a 10-year replacement cycle for ladder trucks to remain compliant with National Fire Protection Association (NFPA) recommendations and ensure optimal operational readiness.

A multidisciplinary apparatus committee, composed of Fire Department personnel and Fleet Maintenance staff, was formed to review and develop vehicle specifications. The committee prioritized safety and performance enhancements that improve firefighter effectiveness. Specifications were designed in accordance with the vehicle's intended use, operational environment, NFPA standards, and Insurance Services Office (ISO) guidelines.

Importantly, **no payment is required until the vehicle is delivered.**

Funding Plan:

Funding for this capital acquisition will be from the Penny Fund. The proposed financial strategy includes setting aside \$400,000 annually from Fiscal Year 2026 through Fiscal Year 2029, ensuring full funding is available by the anticipated delivery date in late 2029.



Equipment Proposal

Proposal # 1169

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: July 1, 2025 ("Proposal Date")

Customer: City of Tarpon Springs ("Customer")

Customer Address: 444 Huey Avenue South. Tarpon Springs, FL 34689

Qty	Product Description & Options	Price
1	Pierce 110' Platform, Single Axle, per Sourcewell Contract #113021-OKC-1	\$1,469,850.75
1	Removed Options w/ Pierce 5.5% discount TSFR Proposal Option List #1169	(\$723,047.97)
1	Added Options w/ Pierce 5.5% discount TSFR Proposal Option List #1169	\$1,232,906.22
1	Provision for Hose & Equipment to accompany delivery	\$100,000.00
1	Trade-in - 2020 Pierce Impel 110' Ascendant PUC Platform, Job# 34004	(\$450,000.00)
	*Vendor is responsible for travel provisions (5 TSFR reps at precon, 6 at inspection)	
Total:		\$1,629,709.00
** Pricing is subject to change as follows: (a) Commercial chassis price is an estimate; final chassis price will be determined when chassis is delivered by the manufacturer to the original equipment manufacturer ("OEM"). The OEM will notify Company of its final price, and Company will notify Customer of the final price. (b) Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month the OEM accepts this order ("Order Month") and a month 14 months prior to the then predicted "ready for pick up" date ("Evaluation Month"), then Company may update the pricing in an amount equal to the increase in PPI over 5.0% in each year or fractional year between the Order Month and the Evaluation Month. Company will document any such updated price for Customer's approval, and Company will provide to Customer the option to cancel this Order for 45 days if Customer does not accept the updated price. If Customer accepts or fails to respond within such 45 day period, Customer will be obligated to complete the Product purchase at the updated Total price.		

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately **49** (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: _____

Unless accepted within **30** days from date of proposal, the right is reserved to withdraw this proposal.

Order continues on immediately following page.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: City of Tarpon Springs

By: _____

Title: _____

Print: _____

Date: _____

Ten-8 Fire & Safety, LLC

By: 

Title: **Authorized Sales Representative**

Print: **Dustin Bouwer**

Date: **7/1/2025**

EXHIBIT A

PROPOSAL OPTION LIST

EXHIBIT B
WARRANTY

EXHIBIT C

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the “Agreement”) are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company (“Company”) and Customer (as defined in Ten-8 Fire & Safety LLC’s Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a “party” or collectively as the “parties.”

1. Definitions.

- a. **“Acceptance”** has the same meaning set forth in Company’s Equipment Proposal.
- b. **“Company’s Equipment Proposal”** means the Equipment Proposal provided by Company and prepared in response to Customer’s request for proposal for a fire apparatus or associated equipment.
- c. **“Cooperative Purchasing Contract”** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government (“Public Authority”), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer’s equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a “piggyback arrangement,” which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **“Delivery”** means when Company delivers physical possession of the Product to Customer.
- e. **“Manufacturer”** means the Manufacturer of any Product.
- f. **“Prepayment Discount”** means the prepayment discounts, if any, specified in Company’s Equipment Proposal.
- g. **“Product”** means the fire apparatus and any associated equipment manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **“Purchase Price”** means the Total price set forth in the Quotation, after applicable pricing adjustments set forth in the Quotation. Additionally, if transportation charges are included in the Purchase Price, any changes in transportation charges shall be borne by Customer. Unless otherwise stated herein, Company shall not be responsible for switching, handling, loading, sorting, storage, demurrage, or any other transportation or peripheral charges. If any tax, public charge, tariff, duty, or increase in such taxes or tariffs, is now, or shall be, assessed, levied, or imposed upon, or with respect to the sale of Product by Company or the Manufacturer to Customer or upon any sale, delivery, or other action taken under any validly accepted order for Product, or upon the export or import of such Product by Company or Manufacturer, or if any change shall be made in the custom house or railway classification of such Product or in existing freight rates applicable thereto, the burden of such charge or change shall be borne by the Customer.
- i. **“Purchasing Terms and Conditions”** means these Purchasing Terms and Conditions; however, if the Company’s Equipment Proposal or the Customer’s related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, “Purchasing Terms and Conditions” shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company’s Equipment Proposal and its Exhibit A (Proposal Option List), prepared in response to Customer’s request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company’s sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company’s Equipment Proposal (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.
6. Cancellation/Termination. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.
7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.
 - a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.
10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (i) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

		CONTRACT PRICING WORKSHEET	
		Contract No.	Date Prepared
		#113021-OKC	June 30th, 2025
Buying Agency:	City of Tarpon Springs	Dealer:	Ten-8 Fire & Safety, LLC
Contact Person:	Chief Nate Hrezo	Sales Rep:	Dustin Bouwer
Member Number:	66180	Phone:	941-779-4405
Phone:	727-938-3737	Email:	dustinb@ten8fire.com
Email:	nhrezo@tsfr.us	Pierce Bid #:	1169
Base Spec.			
Sourcewell ID #	Description:	Sourcewell Price List Date	Published Contract Price
238	Enforcer, Aerial Platform 110' Ascendant, Single Axle, Quint, Alum Body	5/16/2025	\$ 1,469,850.75
Removed Options from Base Spec.			
Notes: (do not list options removed)			Before Discount Price
If audited by Sourcewell be prepared to show detail.			\$ 765,130.13
With Pierce Discount (5.5%)			\$ 723,047.97
Added Options to Base Spec.			
Notes: (do not list options added)			Before Discount Price
If audited by Sourcewell be prepared to show detail.			\$ 1,304,662.67
With Pierce Discount (5.5%)			\$ 1,232,906.22
Qty	1	Subtotal (Base Spec+Added/Removed Options) \$ 1,979,709.00	
Other Expenses			
Description			Price
Travel			\$ -
Taxes			
Provision for Hose & Equipment to accompany delivery			\$ 100,000.00
Applicable State Fees (Tire Fee, etc.)			\$ -
Total Other Expenses			\$ 100,000.00
Discounts			
Description			Price
100% Pre-Payment Discount			\$ -
Chassis Pre-Payment Discount			\$ -
Aerial Pre-Payment Discount			\$ -
Trade-In Value / Other Customer Adjustments			\$ -
Total Discount			\$ -
Total Purchase Price (matches customer PO)			\$ 2,079,709.00



Fire and Rescue Apparatus

One (1) Year Material and Workmanship

Basic Apparatus

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Portions of the apparatus manufactured by Pierce shall be free from defects in material and workmanship
Warranty Begins:	The date the apparatus is placed in service, or 60 days from the original buyer invoice date, whichever comes first.
Warranty Period Ends After:	Twelve (12) months.
Conditions and Exclusions: See Also Paragraphs 2 thru 4	No specific exclusions apply

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0008



Fire and Rescue Apparatus

Three (3) Year Material and Workmanship Velocity and Impel Custom Chassis

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Portions of the apparatus manufactured by Pierce shall be free from defects in material and workmanship
Warranty Begins:	The date the apparatus is placed in service, or 60 days from the original buyer invoice date, whichever comes first.
Warranty Period Ends After:	Three (3) Years, or 30,000 Miles, or 5000 Engine Hours
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty applies, where applicable, to Goldstar lamination, defroster heater coil and motor blower assembly (excluding the FET PWM module), heater, air conditioning condenser coil and fan/motor assembly, air conditioning evaporator coil and motor blower assembly (excluding the drain pan pump and thermostat), under seat heaters coil and motor blower assembly (excluding the FET PWM module), HVAC electronic switches, HVAC hoses and hard lines, heater water valve, Pierce PS6 seat frames and hardware, Pierce One-Eleven mirrors, Pierce hands-free scba holder, cracking or color loss of roto-molded components, Meritor rear axle, Wabco ABS system, cab door handles, Standen spring suspension components, and the gauge instrument cluster.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



Cummins Warranty

Worldwide

Fire Apparatus/Crash Trucks



Coverage

Products Warranted

This Warranty applies to new diesel Engines sold by Cummins and delivered to the first user on or after April 1, 2007, that are used in fire apparatus truck and crash truck* applications Worldwide.

Base Engine Warranty

The Base Engine Warranty covers any failures of the Engine which result, under normal use and service, from a defect in material or factory workmanship (Warrantable Failure). This Coverage begins with the sale of the Engine by Cummins and ends five years or 100,000 miles (160,935 kilometers), whichever occurs first, after the date of delivery of the Engine to the first user.

Engine aftertreatment components included in the Cummins Critical Parts List (CPL) and marked with a Cummins part number are covered under Base Engine Warranty.

Additional Coverage is outlined in the Emission Warranty section.

These Warranties are made to all Owners in the chain of distribution and Coverage continues to all subsequent Owners until the end of the periods of Coverage.

Cummins Responsibilities

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Warrantable Failure.

Cummins will pay for the lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items that are not reusable due to the Warrantable Failure.

Cummins will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

Cummins will pay reasonable costs for towing a vehicle disabled by a Warrantable Failure to the nearest authorized repair location. In lieu of the towing expense, Cummins will pay reasonable costs for mechanics to travel to and from the location of the vehicle, including meals, mileage and lodging when the repair is performed at the site of the failure.

Owner Responsibilities

Owner is responsible for the operation and maintenance of the Engine as specified in Cummins Operation and Maintenance Manuals. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of the applicable Warranty, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Warrantable Failure and make the Engine available for repair by such facility. Except for Engines disabled by a Warrantable Failure, Owner must also deliver the Engine to the repair facility.

Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items provided during Warranty repairs unless such items are not reusable due to the Warrantable Failure.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred as a result of a Warrantable Failure.

Owner is responsible for non-Engine repairs and for "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

Owner is responsible for a \$100 (U.S. Dollars) deductible per each service visit under this plan in the 3rd, 4th and 5th years of Base Engine Warranty. The deductible will not be charged during the first 2 years of the Base Engine Warranty.

Limitations

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel



exhaust fluid.

This Warranty does not apply to accessories supplied by Cummins which bear the name of another company. Such non-warranted accessories include, but are not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, vacuum pumps, power steering pumps, fan drives and air compressors. Cummins branded alternators and starters are covered for the first two years from the date of delivery of the Engine to the first user, or the expiration of the Base Engine Warranty, whichever occurs first.

Failures resulting in excessive oil consumption are not covered beyond the duration of the Coverage or 100,000 miles (160,935 kilometers) or 7,000 hours from the date of delivery of the Engine to the first user, whichever of the three occurs first. Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that consumption exceeds Cummins published standards.

Failures of belts and hoses supplied by Cummins are not covered beyond the first year from the date of delivery of the Engine to the first user or the duration of the Warranty, whichever occurs first.

Parts used to repair a Warrantable Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Warrantable Failure assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

Cummins Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THIS WARRANTY AND THE EMISSION WARRANTY SET FORTH HEREINAFTER ARE THE SOLE WARRANTIES MADE BY CUMMINS IN REGARD TO THESE ENGINES. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Emission Warranty

Products Warranted

This Emission Warranty applies to new Engines marketed by Cummins that are used in the United States** in vehicles designed for transporting persons or property on a street or highway. This Warranty applies to Engines delivered to the first user on or after September 1, 1992.

Coverage

Cummins warrants to the first user and each subsequent purchaser that the Engine is designed, built and equipped so as to conform at the time of sale by Cummins with all U.S. federal emission regulations applicable at the time of manufacture and that it is free from defects in material or factory workmanship which would cause it not to meet these regulations within the longer of the following periods: (A) Five years or 100,000 miles (160,935 kilometers) of operation, whichever occurs first, as measured from the date of delivery of the Engine to the first user or (B) The Base Engine Warranty.

If the vehicle in which the Engine is installed is registered in the state of California, a separate California Emission Warranty also applies.

Limitations

Failures, other than those resulting from defects in material or factory workmanship, are not covered by this Warranty.

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

Cummins is not responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs or other losses resulting from a Warrantable Failure.

**CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL
OR CONSEQUENTIAL DAMAGES.**

* Airport operated crash trucks and fire department
operated trucks employed to respond to fires,
hazardous material releases, rescue and other
emergency-type situations.

** United States includes American Samoa, the
Commonwealth of Northern Mariana Islands, Guam,
Puerto Rico and the U.S. Virgin Islands.



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R. H. SHEPPARD CO., INC.
101 Philadelphia St.
Hanover, PA 17331
Pierce Manufacturing Inc.
2600 American Drive
Appleton, WI 54912

LIMITED WARRANTY: The R. H. Sheppard Co. Inc., ("Sheppard") warrants all M110PKG1 and M110SAU1 steering gears manufactured and sold to Pierce Manufacturing Inc. ("Pierce") for application on Pierce TAK-4 equipped vehicles to be free from defects of workmanship and material under normal use and service for a period of thirty six months from the in service date of the vehicle to its original owner.

Vehicle applications where Sheppard product is used require an application approval before production build. If Pierce uses Sheppard product for any purpose or application which has not been approved by Sheppard in advance, including aftermarket devices (defined as a device added to the steering system directly or indirectly affecting the performance or operation of the Sheppard product in its approved application) not tested and approved by Sheppard this limited warranty **SHALL NOT APPLY AND SHALL BE VOID. SHEPPARD MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED. SHEPPARD EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.** **SHEPPARD SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OR FOR LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF A PRODUCT.** Pierce expressly acknowledges its obligation to inform all users (customers) of the above disclaimer.

CONDITIONS: Claims under this Limited Warranty may only be made by Pierce. In no event shall Sheppard be held liable for warranty charges by unauthorized persons. No allowance will be made for repairs or alterations, unless made with the written consent of Sheppard. Authorized Pierce dealers shall be the only authorized repair facility for Sheppard products applied to Pierce vehicles. Any warrantable repair made under this Limited Warranty must be made on or before 36 months of the in-service date for the Product to which the claim relates. Sheppard shall not be liable for claims made after such date. Sheppard product fitted to Pierce vehicles that are repaired at a repair facility other than an authorized Pierce dealer within the warranty period will be considered for payment under the guidelines of this agreement only by joint written consideration of Sheppard and Pierce warranty departments. It shall be the responsibility of the Pierce warranty department to notify Sheppard if and when this situation occurs. Sheppard will not be held responsible for damage to other steering components such as but not limited to pumps and reservoirs due to improper adjustment of steering gear relief plungers. Vehicle downtime and towing will not be considered under warranty.

REMEDIES: The sole and exclusive remedy of Pierce for Sheppard's breach of the foregoing warranty is limited to the return and repair or reimbursement as follows:

R. H. SHEPPARD CO., INC. WARRANTY
Pierce Manufacturing Inc.
Page 2

Warranty Support: In support of the Pierce dealer network, Sheppard will provide a toll-free "Hotline" service to assist in the diagnosis and troubleshooting of steering problems. The R. H. Sheppard Co., Inc. Field Service Department can be reached at 1-800-274-7437 for assistance. Sheppard will require that Pierce dealers contact this toll-free "Hotline" for approval before product is removed from a vehicle in a warranty situation. When contacted regarding a warranty situation, the Sheppard representative will provide an authorization number for removal of the product. This Returned Goods Authorization (RGA) number must be included in all warranty correspondence and attached to all returned goods.

Procedure: In the event of a warranty situation, the servicing dealer shall contact the Sheppard Hotline and receive an RGA number before replacing any steering gear. For M110PKG1 and M110SAU1 steering gear models, the dealer will first obtain an RGA number from Sheppard, and then order the replacement gear from Pierce. Replacement M110PKG1 and M110SAU1 steering gears shall be shipped from Pierce once those models are in full production. A warranty claim for both parts and labor will then be generated by the dealer and sent to Pierce. After reviewing the claim, Pierce will submit it to Sheppard for reimbursement.

Parts Reimbursement: Sheppard agrees to reimburse Pierce at Pierce's purchase price plus 30% mark-up for parts found to be defective within the warranty period. Parts being returned for warranty consideration shall be sent to the R. H. Sheppard Company, 447 E. Middle St., Hanover, PA 17331 ATTN: Warranty Dept. Sheppard's determination as to whether the part is covered by the foregoing warranty is final and conclusive. Sheppard requires the return of complete steering gears only. Individual seals replaced under warranty **should not** be returned unless specifically requested by Sheppard. All parts being returned for warranty consideration must be clearly tagged with all pertinent warranty information including, but not limited to (1) Returned Goods Authorization number (RGA); (2) claim number; (3) date in service; (4) date of failure; (5) mileage; (6) part number; (7) labor hours; (8) dealer labor rate and; (9) dollar amount claimed. Claims submitted without prior authorization are subject to rejection under this agreement.

Labor: Labor to repair Sheppard product found to be defective within the warranty period will be reimbursed at not more than 10 hours per vehicle. Labor shall be reimbursed at the rate of \$85.00 USD per hour for M110PGK1 and M110SAU1 steering gears.

Freight: Pierce will collect M110PGK1 and M110SAU1 warranty material at a designated collection point. Inbound freight to the Pierce collection point will be the responsibility of Pierce. All warranty material should be returned from the Pierce collection point to R. H. Sheppard Co. Freight Collect by a Sheppard-specified common carrier based on location of the Pierce collection point. Sheppard does not require the return of failed seals. Any freight charges incurred for the return of seals will be the responsibility of Pierce. Parts returned for warranty consideration without prior authorization are subject to rejection under this agreement and may be subject to a charge back of inbound freight charges. Parts rejected under this warranty will be returned to Pierce Freight Collect or scrapped by Sheppard at Pierce's discretion.

R. H. SHEPPARD CO., INC. WARRANTY
Pierce Manufacturing Inc.
Page 3

Outside Purchases: Pierce authorized dealers shall be the only outlet for repair, warranty service and parts for Sheppard products applied to Pierce vehicles. Sheppard will not be responsible for consumables such as hoses, belts, fluids, fittings or miscellaneous shop material that may be required for the repair of the product.

Warranty Documentation: Warranty credit memos will be issued monthly to the Pierce Warranty Department. Monthly credit memos will include (1) claim number; (2) part number; (3) parts reimbursement; (4) labor reimbursement; (5) any applicable Pierce reference number and; (6) reason for rejection or acceptance of the claim. Credit memos will be issued in U.S. funds. Debits for warranty claims will not be accepted under this agreement. Claim disposition will constitute the final and conclusive resolution of warranty claims.

Parts Retention: Sheppard will retain parts submitted for warranty consideration for a period of sixty (60) days for any material found to be rejected for warranty. Sheppard will notify Pierce within sixty (60) days of receipt of Sheppard's determination as to whether any such part is covered by this warranty. Warranty reimbursement will be issued within thirty days of receipt of material at Sheppard.

Good-Will Requests: Good-Will requests will be considered jointly between Sheppard and Pierce for equitable compensation.

RECALLS: Sheppard retains the right to review information regarding federal motor vehicle recall and /or product repair programs if Sheppard products fitted to Pierce vehicles are alleged to be non-compliant with federal motor vehicle safety standards. Sheppard retains the right to review any claims of product defect or non-compliance before participating in reimbursement of expenses incurred as a result of alleged non-compliance or defect of its products. Sheppard agrees to negotiate in good faith for the reimbursement of expenses incurred by Pierce for all administrative, material and labor cost and expense associated with any recall where Sheppard product is found to be defective or non-compliant with federal motor vehicle standards.

MISCELLANEOUS: This writing constitutes the full complete and final statement of Sheppard's limited warranty for M110PKG1 and M110SAU1 products sold to Pierce. All prior oral or written correspondence, test data, negotiations, representations, understandings and the like regarding products are merged in this writing and extinguished by it. This limited warranty may not be altered, amended extended or modified except by a writing signed by the President or Vice President of Sheppard. No employee, vendor, dealer, distributor or other representative of Sheppard has authority to make statements to extend, expand, alter or amend the terms of this Limited Warranty. Sheppard expressly disclaims any statements contrary to the Limited Warranty. Sheppard's failure at any time to enforce any of the terms and conditions stated herein shall not constitute a waiver of any provisions herein. This Limited Warranty shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

R. H. SHEPPARD CO., INC. WARRANTY
Pierce Manufacturing Inc.
Page 4

Any legal actions which may arise as a result of disputes, controversies or claims arising out of or related to this limited warranty shall be in such forum as Sheppard and Pierce shall agree, or, in the absence of agreement, in a court of appropriate jurisdiction other than in the county in which either party is located. This Limited Warranty shall not be assigned by Pierce.

COOPERATIVE EFFORT: Sheppard and Pierce agree to work cooperatively toward expanding this warranty coverage to a period of sixty months from the in service date. These cooperative efforts shall focus on examining the effects of increased heat generated by 2007 model engines and its impact on the entire power steering system.

AGREEMENT: This agreement is effective April 3, 2006 and may be modified by mutual agreement between Sheppard and Pierce of a signed amendment to be attached to the original Limited Warranty. There are no third party beneficiaries to this Limited Warranty. This warranty agreement applies to Pierce authorized dealers only. It does not encompass any special arrangements that Pierce may now have or that Pierce may enter into, with any other segments of the trucking industry. This warranty agreement does not apply to non-conforming product removed at Pierce assembly plants.

This Limited Warranty agreement between the R. H. Sheppard Co., Inc and Pierce Manufacturing Inc. may be terminated by either party with thirty days written notice prior to termination.

Signed at Pierce Manufacturing Inc., Appleton, WI this _____ day of _____, 2006.

R. H. SHEPPARD CO., INC.

PIERCE MANUFACTURING INC.

Authorized Signature

Authorized Signature

Title

Title



Fire and Rescue Apparatus

Lifetime Fifty (50) Year Structural Integrity

Chassis Frame & Crossmembers

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Custom chassis frame rail and cross members manufactured by Pierce shall be free from defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Fifty (50) Years (Expected Life of Apparatus)
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty does not apply to damage caused by corrosion.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/16/2010 WA0038



Fire and Rescue Apparatus

Three (3) Year Material and Workmanship TAK-4 Independent Front Suspension

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The TAK-4 Front Independent Suspension and Steering Gears shall be free from defects in material and workmanship.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Three (3) Years -or- 30,000 Miles
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty excludes brake pads, brake rotors, seal boots and shock absorbers.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



Fire and Rescue Apparatus

SUPPLIER

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the purchaser who first puts the product in service ("Buyer"):

Coverage:	The Meritor axle shall be covered by Meritor as indicated in the attached Meritor warranty coverage description
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Five (5) Years
Conditions and Exclusions: See Also Paragraphs 2 thru 4	The exclusions listed in the attached Meritor warranty description shall apply.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

6/29/2020 WA0384

CUMMINS-MERITOR COMMERCIAL VEHICLE SYSTEMS WARRANTY

COVERAGE FOR THE
UNITED STATES AND CANADA
MODEL YEAR 2024 VEHICLES



Meritor

WARRANTY INFORMATION

TABLE OF CONTENTS

EFFECTIVE MODEL YEAR 2024 VEHICLES

Linehaul.....	3
General Service	6
Heavy Service/Specialty Vehicle	9
Fire and Emergency.....	12
Transit Bus	14
Off-highway Service.....	15
Terms and Conditions.....	17

How to Read Warranty Coverage

Number of Years	Mileage (in thousands) Unl = Unlimited	P = Parts Only P&L = Parts and Labor
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Notice:

Models or components that are approved for use by Cummins-Meritor's vocational guidelines contained in Cummins-Meritor publication TP-9441 for axles, SP-8320 for trailer axles and TP-12126 for drivelines, or any other products that have an application approval completed with Cummins-Meritor which are not specifically listed, are warranted for one year, unlimited miles, parts only (1/Unl/P).

Products purchased on an incomplete vehicle (glider) are limited to one year, unlimited miles, parts only (1/Unl/P).

Advantage Program

Purchasing additional coverage on select components will continue to safeguard your investment against major repair costs after the initial base coverage expires. You can find out more about the Advantage Program by visiting **meritor.com** or by contacting Cummins-Meritor at **866-OnTrac1 (866-668-7221)**.

LINEHAUL WARRANTY INFORMATION

Vocational Definition of Linehaul

- Long distance hauling of food, goods and finished materials
- Not included are raw ferrous materials, minerals (except oil), sand, gravel, stone, rocks, topsoil, waste or logs
- Linehaul includes turnpike and hub & spoke

Linehaul Vehicles

- Auto Hauler¹
- Bulk Hauler¹
- Chip Hauler^{1,2}
- Doubles
- Flatbed
- General Freight
- Grain Hauler¹
- Livestock Hauler
- Moving Van
- Pipe Hauler
- Refrigerated Freight
- Tanker¹
- Triples

¹ Cummins-Meritor classifies these vehicle types as high center of gravity, which require special axle housing considerations.

² Chip Hauler vehicles require specific axle models listed below and Linehaul condition to be eligible for Linehaul warranty consideration.

Linehaul Typically Is:

- High mileage operation (over 60,000 miles/year)
- Greater than 30 miles between starts and stops
- Maximum grades of 12%
- Well maintained highways of concrete or asphalt construction (100% on-road)

- Category A job sites, terminals, docks and transfer sites (defined as pavement, concrete or maintained and hard packed gravel).

Note: Category B job sites, terminals, docks, transfer sites (defined as loose or unmaintained sand, dirt or gravel; landfill; farm field; mud; or other similar surfaces) are **NOT** approved for certain linehaul axle models.

Coverage under Cummins-Meritor's warranty require that the application of products be properly approved pursuant to OEM and Cummins-Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines and/or contact Cummins-Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 5/750/P&L

FD-965	MFS-10-144A-N	MFS-12-143A-N	MFS-13B-132B-N	MFS-14G-132B-N
FF-941	MFS-12-122A-N	MFS-12E-143A-N	MFS-13B-132C-N	MFS-14-132C-N
FF-942	MFS-12-122B-N	MFS-12-144A-N	MFS-14-122A-N	MFS-14F-132C-N
FF-943	MFS-12-122C-N	MFS-13-122A-N	MFS-14-122B-N	MFS-14G-132C-N
FF-944	MFS-12E-122A-N	MFS-13-122B-N	MFS-14F-122B-N	MFS-14-142B-N
FF-961	MFS-12E-122B-N	MFS-13-122C-N	MFS-14G-122B-N	MFS-14F-142B-N
FF-966	MFS-12E-122C-N	MFS-13-132B-N	MFS-14-122C-N	MFS-14G-142B-N
FF-967	MFS-12-124A-N	MFS-13-132C-N	MFS-14F-122C-N	MFS-14-142C-N
FG-941	MFS-12-132B-N	MFS-13-143A-N	MFS-14G-122C-N	MFS-14F-142C-N
FG-943	MFS-12-132C-N	MFS-13-144A-N	MFS-14-124A-N	MFS-14G-142C-N
MFS-10-122A	MFS-12E-132B-N	MFS-13B-122B-N	MFS-14-132B-N	MFS-14-143A-N
MFS-10-143A-N	MFS-12E-132C-N	MFS-13B-122C-N	MFS-14F-132B-N	MFS-14-144A-N

Rear Drive Single Axles – 5/750/P&L

MS-19-14X	MS-23-17H ^{1,2}	RS-23-160	RS-23-185
RS-21-160	MS-23-17X ²	RS-23-161	RS-23-186

¹ Not approved for use in any Category B job sites, terminals, docks or transfer sites.

² Recommend 11 mm minimum wall thickness for these models used in combination with high center of gravity vehicles and trailing arm suspensions or vehicles operating mainly in Canada.

LINEHAUL WARRANTY INFORMATION

Rear Drive Tandem/Tridem Axles – 5/750/P&L

RT-40-160/P ^{1,2}	RZ-166 ²	MA-40-17H ³	MT-34-14X/P ⁴	MT-40-14X/P ⁴
RT-46-160/P ^{1,2}	RT-50-160/P ^{1,2}	RZ-188	MT-40-14T/P	MT-40-14H/E ^{3,4}
RT-46-164/P ^{1,2}	MA-40-165	MA-40-175	MT-40-14X/P ⁴	

¹ These models required for Chip Hauler and Linehaul warranty consideration.

² Each vehicle must have a Request for Application Recommendation (RAR) approved by Cummins-Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

³ Not approved for use in any Category B job sites, terminals, docks or transfer sites.

⁴ Recommend 11 mm minimum wall thickness for these models used in combination with high center of gravity vehicles and trailing arm suspensions or vehicles operating mainly in Canada.

Trailer Axles¹

Beam and Brackets	5/500/P, 1/100/L
TPX3000 Axle Series ²	10/Unl/P, 1/Unl/L
Wheel End Systems ³	
Standard System ⁴	1/100/P&L
AxlePak5	5/Unl/P&L
AxlePak7 ⁵	7/Unl/P&L

¹ For brake components and ABS coverage, refer to appropriate product warranties.

² Structural components only excluding spindle wear. Spindle wear is 5/Unl/P, 1/Unl/L.

³ Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

⁴ When installed by Cummins-Meritor.

⁵ When specified with AxlePak7 wheel end system, coverage on Meritor Tire Inflation System (MTIS) thru-tee and stator is 7/Unl/P, 1/Unl/L.

TAG/Pusher Axles¹

TQ, TR Beam and Brackets	5/750/P&L
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¹ For brake components and ABS coverage, refer to appropriate product warranties.

Trailer Mechanical Suspension Systems¹

IMS40 (Integrated Mechanical Suspension – Tandem) ²	1/Unl/P&L
IMS20 (Integrated Mechanical Suspension – Single) ²	1/Unl/P&L

¹ For axle coverage, refer to appropriate product warranties.

² All other suspension components refer to appropriate manufacturer's warranty.

Trailer Air Suspension Systems

MPA40 (Tandem Axle Parallelogram) ¹	
Major Structural Components	5/500/P, 1/100/L
Curbing Damage Warranty ²	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs	2/200/P, 1/100/L
Bushings	5/Unl/P, 3/Unl/L
PinLoc Air Controls	1/100/P&L
PinLoc Actuator	3/300/P&L
MPA20 (Single Axle Parallelogram)	
Major Structural Components	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs	2/200/P, 1/100/L
Bushings	5/Unl/P, 3/Unl/L
MTA and MTA-Tec6 Trailing Arm Suspension System	
Major Structural Components	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Air Springs	2/200/P, 1/100/L
Bushings	5/500/P, 3/300/L
Shock Absorbers	2/200/P&L
Lift Kit System	1/100/P&L

¹ Fastener torque coverage is limited to 2/Unl/P&L when torqued by Cummins-Meritor (For axle and ABS coverage, refer to appropriate product warranties.)

² "Curbing damage" is defined as deformation (bending, buckling or breakage), caused by sudden impact with a curb or similar fixed object. Damage to the RideSentry slider box (the suspension sliding sub-frame consisting of the frame rails, cross-members and central A-frame assembly), caused by accidental trailer impact with a curb or similar fixed object, is eligible for warranty coverage. Damage to other components or resulting from collision with another vehicle, rollover or fire is not covered under this provision. Warranty is not transferable to another trailer VIN and coverage does not apply if the trailer is deemed to be a total loss, scrapped or otherwise not salvageable.

LINEHAUL WARRANTY INFORMATION

Brake Components

Cam Q Series Trailer Brakes	5/500/P, 1/100/L
Q+ Drum Brake™ ¹	5/500/P, 1/Unl/P&L
ASA	5/500/P, 1/Unl/P&L
Hubs/Cast Drums and Other Wheel-End Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
STEELite X30 Drum Brake™ ²	12-Years or Wearable Life/P
EX+ L and EX+LS Air Disc Brake™ ³	5/500/P, 1/Unl/L
EX+L Air Disc Brake Extended Standard Warranty ^{3,4}	5/500/P&L

¹ For Trailer only, 3/300/P against rust jacking when equipped with Platinum Shield III.

² Based on stamped wear diameter max.

³ Warranty coverage for boots, seals, caps, bushings and pins is 2/200/P.
Warranty coverage for pads is 1/100/P.

⁴ Applies only to calipers using friction: MA9300 (EX225LXXXCGXXX).

Drivelines

RPL	5/500/P, 1/Unl/P&L
MXL	3/350/P, 1/Unl/P&L
92N	1/Unl/P

Meritor Tire Inflation System (MTIS)

MTIS Components	5/Unl/P, 1/Unl/L
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GENERAL SERVICE WARRANTY INFORMATION

General Service Vehicles

- Auto Hauler
- Beverage Truck
- Bulk Hauler
- Chip Hauler
- Cross Country Coach
- Flatbed
- Front Engine Commercial Chassis
- Front Engine Integral Coach
- General Freight
- Grain Hauler
- Intercity Coach
- Intermodal Chassis
- Livestock Hauler
- Meat Packer
- Moving Van
- Municipal Truck
- Newspaper Delivery
- Pick-Up and Delivery
- Pipe Hauler
- Platform Auto Hauler
- Rear Engine Integral Coach
- Recreational Vehicles
- Refrigerated Freight
- School Bus
- Stake Truck
- Tanker
- Tanker Trailer
- Tour Bus
- Wrecker

General Service Typically Is:

- Typically, moderate mileage operation (less than 60,000 miles/year)
- An average of 3 to 30 miles between starts and stops
- Maximum grades of 12%
- Generally, on-road service (less than 10% off-road allowed)
- Category A job sites, terminals, docks and transfer sites (defined as pavement, concrete or maintained and hard packed gravel) or Category B job sites, terminals, docks and transfer sites (defined as loose or unmaintained sand, dirt or gravel; landfill; farm field; mud, or other similar surfaces)

Coverage under Cummins-Meritor's warranty require that the application of products be properly approved pursuant to OEM and Cummins-Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines and/or contact Cummins-Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 2/Unl/P&L

FD-965	MFS-7-113C-N	MFS-12-132C-N	MFS-14G-122B-N	MFS-16-122A-N
FF-941	MFS-7-153C-N	MFS-12E-132C-N	MFS-14-122C-N	MFS-16-133A-N
FF-942	MFS-7-163C-N	MFS-12-143A-N	MFS-14F-122C-N	MFS-16-135A-N
FF-943	MFS-8-113B-N	MFS-12-144A-N	MFS-14G-122C-N	MFS-16-143A-N
FF-944	MFS-8-143A-N	MFS-12E-143A-N	MFS-14-124A-N	MFS-18-133A-N
FF-946	MFS-8-153B-N	MFS-13-122A-N	MFS-14-132B-N	MFS-18-135A-N
FF-961	MFS-8-163B-N	MFS-13-122B-N	MFS-14F-132B-N	MFS-18-193A-N
FF-966	MFS-10-122A	MFS-13B-122B-N	MFS-14G-132B-N	MFS-20-133A-N
FF-967	MFS-10-143A-N	MFS-13-122C-N	MFS-14-132C-N	MFS-20-135A-N
FG-941	MFS-10-144A-N	MFS-13B-122C-N	MFS-14F-132C-N	MFS-20-192A-N
FH-941	MFS-12-122A-N	MFS-13-132B-N	MFS-14G-132C-N	MFS-20-193A-N
FH-946 ¹	MFS-12E-122A-N	MFS-13-132C-N	MFS-14-142B-N	MFS-22-135A-N
FL-941	MFS-12-122B-N	MFS-13B-132B-N	MFS-14F-142B-N	MFS-22H-135A-N
FL-943	MFS-12E-122B-N	MFS-13B-132C-N	MFS-14G-142B-N	MFS-22-193A-N
MFS-6-151A-N	MFS-12-122C-N	MFS-13-143A-N	MFS-14-142C-N	MFS-22H-193A-N
MFS-6-153B-N	MFS-12E-122C-N	MFS-13-144A-N	MFS-14F-142C-N	
MFS-6-162B-N	MFS-12-124A-N	MFS-14-122A-N	MFS-14G-142C-N	
MFS-6-153C-N	MFS-12-132B-N	MFS-14-122B-N	MFS-14-143A-N	
MFS-6-162C-N	MFS-12E-132B-N	MFS-14F-122B-N	MFS-14-144A-N	

¹ Can also be used with reduced steer angles in tag position in Coach applications.

GENERAL SERVICE WARRANTY INFORMATION

Rear Drive Single Axles – 2/Unl/P&L

MS-17-13X	MS-21-14X	RC-23-162 ¹	RS-23-186	MS-26-616-SP
MS-17-14X	MS-23-17X	RC-23-165 ¹	RS-24-160	RS-30-185
MS-19-13X	RS-21-160	RS-23-160	RC-25-160	MS-30-616
MS-19-14X	RC-23-160	RS-23-161	RS-26-185	MS-30-616-SP
MS-21-13X	RC-23-161	RS-23-185	MS-26-616	RS-35-380

¹ 3/Unl/P&L if PreSet by Cummins-Meritor.

Rear Drive Tandem/Tridem Axles – 2/Unl/P&L

MT-34-14X/P	MT-44-14X/P	RT-52-185 ¹	MT-70-380
MT-40-14T/P	RT-46-169	MT-58-616	RZ-188
MT-40-14X/P	MT-52-616	RT-58-185 ¹	

¹ Each vehicle must have a Request for Application Recommendation (RAR) approved by Cummins-Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Rear Drive Tandem/Tridem – 3/Unl/P&L

RT-40-160/P	RT-46-160/P	RT-46-164/P	RT-50-160/P	RZ-166
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Rear Drive Axles – 1/Unl/P&L

RND-14H	RND-16A
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Brake Components

Cam Q Series Trailer Brakes ¹	3/Unl/P, 1/Unl/L
Cam P ²	2/200/P
Cam	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
Q+ Drum Brake™ ^{1,2}	2/200/P&L
ASA	3/Unl/P
ASA ²	2/200/P
Hubs/Cast Drums and Other Wheel-End Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
STEELite X30 Drum Brake™ ³	12-Years or Wearable Life/P
EX+ Air Disc Brake™ ⁴	2/Unl/P&L

¹ For Trailer only, 3/300/P against rust jacking when equipped with Platinum Shield III or Chassis Protect.

² Applies to Tour Bus and Cross Country Coach only.

³ Based on stamped wear diameter max.

⁴ Warranty coverage for boots, seals, caps, bushings and pins is 2/200/P. Warranty coverage for pads is 1/100/P.

Drivelines

RPL	4/400/P, 1/Unl/P&L
MXL	3/350/P, 1/Unl/P&L
92N	1/Unl/P

PTO – 1/Unl/P&L

MPT-170	MPT-185	MPT-500	MPT-1702
MPT-180	MPT-309	MPT-518	

GENERAL SERVICE WARRANTY INFORMATION

Trailer Axles¹

Beam and Brackets ²	5/Unl/P, 1/Unl/L
TPX4000 Axle Series ³	10/Unl/P, 1/Unl/L
Wheel End Systems ⁴	
Standard System ⁵	1/Unl/P&L
AxlePak5	5/Unl/P&L
AxlePak7 ⁶	7/Unl/P&L
AxlePak10 ⁷	10/Unl/P&L

¹ For brake components and ABS coverage, refer to appropriate product warranties.

² 9000 Series is 3/Unl/P, 1/Unl/L

³ Structural components only excluding spindle wear. Spindle wear 5/Unl/P, 1/Unl/L.

⁴ Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

⁵ When installed by Cummins-Meritor.

⁶ When specified with AxlePak7 wheel end system, coverage on Meritor Tire Inflation System (MTIS) thru-tee and stator is 7/Unl/P, 1/Unl/L.

⁷ AxlePak10 is limited to Intermodal Chassis applications equipped with TPX4000 series axles.

TAG/Pusher Axles¹

TQ, TR Beam and Brackets	3/Unl/P, 1/Unl/L
MC14002, MC16003, FH946 ²	2/Unl/P&L

¹ For brake components coverage, refer to appropriate product warranties.

² 3/Unl/P&L if sold with PreSet by Cummins-Meritor.

Meritor Tire Inflation System (MTIS)

MTIS Components	5/Unl/P, 1/Unl/L
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Trailer Mechanical Suspension Systems¹

IMS40 (Integrated Mechanical Suspension – Tandem) ²	1/Unl/P&L
IMS20 (Integrated Mechanical Suspension – Single) ²	1/Unl/P&L

¹ For axle coverage, refer to appropriate product warranties.

² All other suspension components refer to appropriate manufacturer's warranty.

Trailer Air Suspension Systems¹

MPA40 (Tandem Axle Parallelogram) ²	
Major Structural Components	5/Unl/P, 1/Unl/L
Curbing Damage Warranty ³	5/500/P, 1/100/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings	5/P, 3/L
PinLoc Air Controls	1/Unl/P&L
PinLoc Actuator	3/Unl/P&L
MPA20 (Single Axle Parallelogram)	
Major Structural Components	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs and Rebound Straps	2/Unl/P, 1/Unl/L
Bushings	5/P, 3/L
MTA and MTA-Tec6 Trailing Arm Suspension System	
Major Structural Components	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings ⁴	5/Unl/P, 3/Unl/L
Shock Absorbers	2/Unl/P&L
Lift Kit System	1/Unl/P&L

¹ For axle coverage, refer to appropriate product warranties.

² Fastener torque coverage is limited to 2/Unl/P&L when torqued by Cummins-Meritor.

³ "Curbing damage" is defined as deformation (bending, buckling or breakage), caused by sudden impact with a curb or similar fixed object. Damage to the RideSentry slider box (the suspension sliding sub-frame, consisting of the frame rails, cross-members and central A-frame assembly), caused by accidental trailer impact with a curb or similar fixed object, is eligible for warranty coverage. Damage to other components or damage resulting from collision with another vehicle, rollover or fire is not covered under this provision. Warranty is not transferable to another trailer VIN and coverage does not apply if the trailer is deemed to be a total loss, scrapped or otherwise not salvageable.

⁴ Raw wood applications 3/Unl/P, 1/Unl/L

HEAVY SERVICE/SPECIALTY VEHICLE WARRANTY INFORMATION

Heavy Service/Specialty Vehicles

- Airport Rescue Fire Fighting (ARFF)
- Airport Shuttle¹
- Asphalt Truck
- Block Truck
- Bottom Dump Trailer Combination
- Cementing Vehicle
- Commercial Pick-Up
- Concrete Pumper
- Construction Material Hauler
- Mixer
- Demolition
- Drill Rig
- Dump
- Equipment Hauling
- Flatbed Trailer Hauler
- Flatbed Truck
- Fracturing Truck
- Front Loader
- Geophysical Exploration
- Hopper Trailer Combinations
- Landscaping Truck
- Liquid Waste Hauler
- Log Hauling
- Lowboy
- Michigan Special Gravel Train
- Michigan Special Log Hauler
- Michigan Special Steel Hauler
- Michigan Special Waste Vehicle
- Municipal Dump
- Rear Loader (Refuse)
- Recycling Truck
- Residential Pick-Up (Refuse)
- Rigging Truck
- Roll-Off
- Scrap Truck
- Semi-End Dump
- Sewer/Septic Vacuum
- Shuttle Bus¹
- Side Loader
- Snowplow/Snowblower
- Steel Hauling
- Tanker
- Tank Truck
- Tractors with Pole Trailers
- Tractor/Trailer with Jeeps
- Transfer Dump
- Transfer Vehicle
- Utility Truck
- Winch Truck

¹ Commercial chassis only

Heavy Service/Specialty Vehicle Typically Is:

- Moderate mileage operation (less than 60,000 miles per year)
- On/off-road vocations (10% or more off-road)
- Moderate to frequent stops/starts (up to 10 stops per mile)
- An average of three (3) miles between starting and stopping

Coverage under Cummins-Meritor's warranty require that the application of products be properly approved pursuant to OEM and Cummins-Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines and/or contact Cummins-Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 2/Unl/P&L

FD-965	MFS-7-113C-N	MFS-12E-132C-N	MFS-14G-122B-N	MFS-16-122A-N
FF-941	MFS-7-153C-N	MFS-12-143A-N	MFS-14-122C-N	MFS-16-133A-N
FF-942	MFS-7-163C-N	MFS-12-144A-N	MFS-14F-122C-N	MFS-16-135A-N
FF-943	MFS-8-113B-N	MFS-12-155	MFS-14G-122C-N	MFS-16-143A-N
FF-944	MFS-8-153B-N	MFS-13-122	MFS-14-124A-N	MFS-18-133A-N
FF-946	MFS-8-163B-N	MFS-13-122B-N	MFS-14-132B-N	MFS-18-135A-N
FF-961	MFS-10-122A	MFS-13B-122B-N	MFS-14F-132B-N	MFS-18-192A-N
FF-966	MFS-10-143A-N	MFS-13-122C-N	MFS-14G-132B-N	MFS-18-193A-N
FF-967	MFS-10-144A-N	MFS-13B-122C-N	MFS-14-132C-N	MFS-20-133A-N
FG-941	MFS-12-122	MFS-13-132B-N	MFS-14F-132C-N	MFS-20-135A-N
FG-943	MFS-12E-122	MFS-13B-132B-N	MFS-14G-132C-N	MFS-20-192A-N
FH-941	MFS-12-122B-N	MFS-13-132C-N	MFS-14-142B-N	MFS-20-193A-N
FH-946	MFS-12E-122B-N	MFS-13B-132C-N	MFS-14F-142B-N	MFS-22-135A-N
FL-941	MFS-12-122C-N	MFS-13-143A-N	MFS-14G-142B-N	MFS-22H-135A-N
FL-943	MFS-12E-122C-N	MFS-13-144A-N	MFS-14-142C-N	MFS-22-193A-N
MFS-6-151A-N	MFS-12-124A-N	MFS-13-155	MFS-14F-142C-N	MFS-22H-193A-N
MFS-6-153B	MFS-12-132B-N	MFS-14-122	MFS-14G-142C-N	RF-16-145
MFS-6-162B	MFS-12E-132B-N	MFS-14-122B-N	MFS-14-143A-N	RF-21-160
MFS-6-162C	MFS-12-132C-N	MFS-14F-122B-N	MFS-14-144A-N	

HEAVY SERVICE/SPECIALTY VEHICLE WARRANTY INFORMATION

Front Drive Steer Axles – 2/Unl/P&L

MX-10-120	MX-12-120 EVO	MX-16-120	MX-19-140	MX-23-160
MX-10-120 EVO	MX-14-120	MX-18-120	MX-21-140	MX-23-810
MX-12-120	MX-14-120 EVO	MX-17-140	MX-21-160	

Front Drive Steer Axles – 1/Unl/P&L

MX-08-130-FV (FSD-08A)	MX-14-130-FV (FSD-14A)	MX-20-130-FV (FSD-20A)	MX-23-130-SD (SDA-2300)
MX-10-130-FV (FSD-10A)	MX-16-130-FV (FSD-16A)	MX-21-130-FV (FSD-21A)	
MX-12-130-FV (FSD-12A)	MX-18-130-FV (FSD-18A)	MX-21-130-SD (SDA-2100)	
MX-13-130-FV (FSD-13A)	MX-18-130-SD (SDA-1800)	MX-23-130-FV (FSD-23A)	

Rear Drive Axles – 2/Unl/P&L

MS-17-14X	RH-23-160	RS-23-186/380	MS-26-616-SP	RS-30-185/380
MS-19-14X	RS-23-160	RS-24-160	RS-26-185/380	MS-35-380
MS-21-14X	RC-23-161	RC-25-160	RC-26-633	RS-38-380
RS-21-160	RS-23-161	RS-25-160	MS-30-616	MT-58-616
RC-23-160	RS-23-185	MS-26-616	MS-30-616-SP	MT-58-616-SP

Rear Drive Axles – 1/Unl/P&L

RND-14H	RND-16A
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Rear Drive Tandem/Tridem Axles – 2/Unl/P&L

MT-34-14X/P	MT-44-14X/P	MT-52-616	MT-58-616	RT-70-380
MT-40-14T/P	RT-46-169	MT-52-616-SP	MT-58-616-SP	MT-70-380
MT-40-14X/P	RT-58-160	RT-52-185/380 ^{1,2}	RT-58-185/380 ^{1,2}	RZ-188

¹ Axle model designated will vary according to options and variations specified on these axles. Contact Cummins-Meritor Axle Applications Engineering for details.

² Each vehicle must have a Request for Application Recommendation (RAR) approved by Cummins-Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Rear Drive Tandem/Tridem – 3/Unl/P&L

RT-40-160/P/A ³	RT-46-160/P/A ^{1,3}	RT-46-164/P ^{2,3}	RT-50-160/P/A ³	RZ-166
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¹ U.S. only. Canadian warranty = 1/Unl/P for combination vehicles only.

² Axle model designated will vary according to options and variations specified on these axles. Contact Cummins-Meritor Axle Applications Engineering for details.

³ Each vehicle must have a Request for Application Recommendation (RAR) approved by Cummins-Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

PTO – 1/Unl/P&L

MPT-170	MPT-185	MPT-500	MPT-1702
MPT-180	MPT-309	MPT-518	

HEAVY SERVICE/SPECIALTY VEHICLE WARRANTY INFORMATION

Drivelines

RPL	3/Unl/P, 1/Unl/P&L
92N	1/Unl/P&L
MXL	1/Unl/P&L

Transmission – 1/Unl/P&L

FAT 30

Brake Components

Cam P	3/Unl/P
Cam P	2/100/P
Cam Cast Plus™	2/100/P&L
Q+ Drum Brake™ ¹	3/Unl/P&L
Q+ Drum Brake™ ²	2/100/P&L
ASA	3/Unl/P
ASA ²	2/100/P
Hubs/Cast Drums and Other Wheel-End Components ³	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake ⁴	2/100/P&L

¹ For Trailer only, 3/300/P against rust jacking when equipped with Platinum Shield III.

² Applies to City Bus, Trolley, Shuttle Bus and Airport Shuttle only.

³ Based on stamped wear diameter max.

⁴ Warranty coverage for boots, seals, caps, bushings and pins is 2/100/P. Warranty coverage for pads is 1/100/P.

Trailer Axles¹

Beam and Brackets ²	5/Unl/P, 1/Unl/L
Wheel End Systems ³	
Standard System ⁴	1/Unl/P&L

¹ For brake components coverage, refer to appropriate product warranties.

² 9000 Series is 3/Unl/P, 1/Unl/L

³ Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

⁴ When installed by Cummins-Meritor.

Trailer Air Suspension Systems¹

MTA and MTA-Tec6 Trailing Arm Suspension System	
Major Structural Components ²	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Air Springs	2/200/P, 1/100/L
Bushings ²	5/500/P, 3/300/L
Shock Absorbers	2/200/P&L
Lift Kit System	1/100/P&L

¹ For axle coverage, refer to appropriate product warranties.

² Raw wood applications 3/Unl/P, 1/Unl/L

Meritor Tire Inflation System (MTIS)

MTIS Components	5/Unl/P, 1/Unl/L
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Gearboxes – 1/Unl/P&L

MGX-402	MGX-450	MGX-466	MGX-538
MGX-423	MGX-451	MGX-479	

Transfer Cases – 1/Unl/P

MTC-2212-CV (306)	MTC-3124 (T-2119)	MTC-3312-FV (TC-270)
MTC-3106-FV (TC-137)	MTC-3203	MTC-3220-FC (TC-142)
MTC-3111 (T-2111)	MTC-3205-GV (MTC-25/RTC-25)	MTC-4206-FV (TC-38)
MTC-3112-CV (548C)	MTC-3206-FV (TC-237)	MTC-4208
MTC-3116 (T-2111 through-shaft)	MTC-3206-CS (544)	MTC-4210
MTC-3118-FV (TC-180 and TC-180-23)	MTC-3208-GV (RTC-50)	MTC-4213
MTC-3118-CV (358)	MTC-3209-GV (MTC-60/RTC-60)	
MTC-3120-FV (TC-143)	MTC-3212-CV (315 and 548B)	

FIRE AND EMERGENCY WARRANTY INFORMATION

Fire and Emergency Vehicles

- Aerial Ladder Truck ▪ Ambulance ▪ Crash Fire Rescue ▪ Rapid Intervention ▪ Tanker
- Aerial Platform ▪ Command Vehicle ▪ Pumper Vehicle (RIV)

Fire and Emergency Typically Is:

- Lower mileage operations (less than 20,000 miles/year)
- Generally, on-road service (less than 10% off-road)
- An average of three (3) miles between starting and stopping

Coverage under Cummins-Meritor's warranty require that the application of products be properly approved pursuant to OEM and Cummins-Meritor approvals. Refer to TP-9441 for axles, TP-12126 for drivelines and/or contact Cummins-Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 5/Unl/P&L

FL-941	MFS-18-135A-N	MFS-20-135A-N	MFS-22H-135A-N
FL-943	MFS-18-193A-N	MFS-20-193A-N	MFS-22-193A-N
MFS-18-133A-N	MFS-20-133A-N	MFS-22-135A-N	MFS-22H-193A-N

Front Drive Steer Axles – 2/Unl/P&L

MX-19-140	MX-21-140	MX-21-160	MX-23-160	MX-23-810
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Rear Drive Single Axles – 5/Unl/P&L

RC-23-160	RS-23-185	RC-25-160	RS-35-185 ¹
RS-23-160	RS-23-186	RS-26-185	RS-25-160
RS-23-161	RS-24-160	RS-30-185	

¹ 2/Unl/P&L if PreSet by Cummins-Meritor.

Rear Drive Tandem/Tridem Axles – 5/Unl/P&L

MT-40-14X/P	RT-46-160/P	RT-50-160/P	MT-58-616
RT-40-160/P	RT-46-164/P	MT-52-616	RT-58-185 ¹
MT-44-14X/P	RT-46-169	RT-52-185 ¹	MT-70-380 ²

¹ Each vehicle must have a Request for Application Recommendation (RAR) approved by Cummins-Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

² 2/Unl/P&L

Transfer Cases – 1/Unl/P

MTC-2212-CV (306)	MTC-3124 (T-2119)	MTC-3220-FC (TC-142)
MTC-3106-FV (TC-137)	MTC-3206-FV (TC-237)	MTC-4206-FV (TC-38)
MTC-3111 (T-2111 through-shaft)	MTC-3206-CS (544)	MTC-4208
MTC-3112-CV (548C)	MTC-3208-GV (RTC-50)	MTC-4210
MTC-3118-FV (TC-180 and TC-180-23)	MTC-3209-GV (MTC-60/RTC-60)	MTC-4213
MTC-3118-CV (358)	MTC-3212-CV (315 and 548B)	
MTC-3120-FV (TC-143)	MTC-3312-FV (TC-270)	

FIRE AND EMERGENCY WARRANTY INFORMATION

Brake Components

Cam	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
ASA	3/Unl/P
Hubs/Cast Drums and Other Wheel-End Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake™ ¹	2/Unl/P&L

¹ Warranty coverage for boots, seals, caps, bushings and pins is 2/200/P.
Warranty coverage for pads is 1/100/P.

Drivelines

RPL	4/400/P, 1/Unl/L
MXL	3/350/P, 1/Unl/L
92N	1/Unl/P

PTO – 1/Unl/P&L

MPT-170	MPT-185	MPT-500	MPT-1702
MPT-180	MPT-309	MPT-518	

TRANSIT BUS WARRANTY INFORMATION

Transit Bus Vehicles

- Airport Shuttle ▪ Commuter Coach ▪ Transit Bus ▪ Trolley
- City Bus ▪ Shuttle Bus

Transit Bus Typically Is:

- Moderate mileage operation (less than 50,000 miles per year)
- Moderate to frequent stops/starts (up to 10 stops per mile)

Coverage under Cummins-Meritor's warranty require that the application of products be properly approved pursuant to OEM and Cummins-Meritor approvals. Refer to TP-9441 for axles, TP-12126 for drivelines and/or contact Cummins-Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 5/300/P&L

FH-946	FH-941 ¹	MFS-12-155	MFS-13-155
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¹ Commuter coach only – 2/Unl/P&L

Rear Drive Single Axles – 5/300/P&L

RS-23-160	71163	RC-23-162 ¹	RS-21-160
RC-23-161	79163	RC-23-165 ¹	

¹ Commuter coach only – 2/Unl/P&L

Tag Axles – 2/Unl/P&L

MC-14002	MC-16003	FH-946
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Center Non-drive Axles – 5/300/P&L

MC-26000	71063	79063
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Gearboxes – 1/Unl/P&L

MGX-450	MGX-451	MGX-538
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Brake Components

Cam Cast Plus™	2/100/P&L
Q+ Drum Brake™ ¹	2/100/P&L
ASA ¹	2/100/P
Hubs/Cast Drums and Other Wheel-End Components	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake ²	2/100/P&L

Drivelines

RPL	3/Unl/P, 1/Unl/L
92N	1/Unl/P&L
MXL	1/Unl/P&L

¹ Applies to City Bus, Trolley, Shuttle Bus and Airport Shuttle only.

² Warranty coverage for boots, seals, caps, bushings and pins is 2/100/P.
Warranty coverage for pads is 1/100/P.

OFF-HIGHWAY SERVICE WARRANTY INFORMATION

Industrial and Off-Highway Service Vehicles

- Load-On/Load-Off
- Port Tractor
- Rail Yard Spotter
- Roll-On/Roll-Off
- Stevedoring Tractor
- Trailer Spotter
- Yard Jockey
- All and Rough Terrain Cranes
- Forestry
- Material Handling
- Specialized Heavy Haul
- Excavator
- Compactor
- Fertilizer Spreader
- Snow Blower
- Mining and Specialized Mining
- Rail Car Mover
- Loader
- Tow Tractor
- Pushback Tractor

Industrial and Off-Highway Service Typically Is:

- Low mileage operation
- Low speed vehicle speed restriction
- Vehicles are not typically licensed for highway use
- Six (6) starts/stops per mile (typical)

Coverage under Cummins-Meritor's warranty require that the application of products be properly approved pursuant to OEM and Cummins-Meritor approvals. Contact Cummins-Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 1/Uni/P

FF - 941	FG - 941	FN - 951	MFS-20-192A-N	MFS-22-193A-N
FF - 943	FG - 943	FS-25	MFS-20-193A-N	MFS-22H-193A-N
FF - 961	FL - 941	MFS-20-133A-N	MFS-22-135A-N	MON-ZO FAMILY
FF - 966	FL - 943	MFS-20-135A-N	MFS-22H-135A-N	

Rear Drive Axles – 1/Uni/P

MT-14X ¹	RS-23-380	RS-30-185	RT-145 ¹
RS-23-186	RS-24-160	RS-30-380	RT-160 ¹

¹ 2/Uni/P for LO/LO Terminal Tractor applications

Planetary Axles – 1/Uni/P

MOB	MOE	MOH	MOT	MOZ
MOC	MOF	MOR	MOX	
MOD	MOG	MOS	MOY	

Gearboxes – 1/Uni/P&L

MGX-402	MGX-450	MGX-466	MGX-538
MGX-423	MGX-451	MGX-479	

PTO – 1/Uni/P&L

MPT-170	MPT-185	MPT-500	MPT-1702
MPT-180	MPT-309	MPT-518	

OFF-HIGHWAY SERVICE WARRANTY INFORMATION

Transfer Cases – 1/Unl/P

MTC-2212-CV (306)	MTC-3118-FV (TC-180 and TC-180-23)	MTC-3208-GV (RTC-50)
MTC-3106-FV (TC-137)	MTC-3118-CV (358)	MTC-3209-GV (MTC-60/RTC-60)
MTC-3111 (T-2111 through-shaft)	MTC-3120-FV (TC-143)	MTC-3220-FC (TC-142)
MTC-3112-CV (548C)	MTC-3124 (T-2119)	
MTC-3116 (T-2111)	MTC-3206-FV (TC-237)	

Drivelines – 1/Unl/P

RPL	MXL
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Transmission – 1/Unl/P&L

FAT 30

Brake Components

Cam	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
ASA	3/Unl/P
Hubs/Cast Drums and Other Wheel-End Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P

TERMS AND CONDITIONS

Coverage Exclusions

Product Description

All

The cost of any repairs, replacements or adjustments to a covered component (1) associated with noise; (2) resulting from the use or installation of non-genuine Cummins-Meritor components or materials; (3) due to vibration associated with improper operation or misapplication of drivetrain components; and (4) damage resulting from corrosion.

For axle assemblies supplied by Cummins-Meritor with suspension and interface brackets designed and/or attached by non-Cummins-Meritor parties, Cummins-Meritor warranty coverage does not apply to the brackets, bracket attachment methods and field issues caused by brackets or bracket attachments to any covered component unless specified in a separate OEM agreement.

Front Axles¹

Linehaul – King Pin Bushings 1yr/Unl P&L
All Other Vocations – King Pin Bushings Excluded

¹ King Pin Bushing wear excluded for all vocations.

Rear Axles

Self-contained traction equalizers and oil filters. The use of NoSPIN differentials will result in the exclusion of axle shafts from warranty considerations. NoSPIN is a product of Eaton.

ASA

Boot and bushing. Bent, broken, over-torqued, missing or otherwise damaged pawl assemblies.

Cam Brake

Brake lining wear and brake shoe “rust-jacking.”

Disc Brake

Pad wear, rotor wear.

Coverage Limitations

Product Description

All

Any claim beyond 60 days from date of repair will not be accepted or honored under this warranty program. Products purchased on an incomplete vehicle (glider) are limited to one year, unlimited miles parts only (1/Unl/P).

Warranty coverage on vehicles with 1,850 lb-ft engine torque and over may be reduced on individual drivetrain components. Contact your Cummins-Meritor representative for specific details.

Front Axles

Tie rod and tie rod ends limited to 3-year/300,000-mile or published vocational coverage, whichever is less. Wheel seals, gaskets and wheel bearings are covered for 1 year/unlimited miles if the wheel end equipment is supplied and assembled by Cummins-Meritor.

Rear Axles

Pinion and through shaft seals limited to 3-year/300,000-mile or published vocational coverage, whichever is less, if yoke is installed by Cummins-Meritor. If yoke is not installed by Cummins-Meritor, then Cummins-Meritor does not warrant pinion seals. Wheel seals, gaskets and wheel bearings are covered for 1 year/unlimited miles if the wheel end equipment is supplied and assembled by Cummins-Meritor.

Rear Axles

The Cummins-Meritor breather part number A-2297-C-8765 with A-3196-J-1336 hose must be used for eligibility of any potential warranty consideration relating to contamination and/or loss of lube in axles.

Cam Brake

Limited to bracket, brake spider and camshaft structural integrity.

STEELite X30

Wearable life is up to the discard diameter of the drum.

Terms and Conditions

(1) What is Covered by this Commercial Warranty?

Meritor Heavy Vehicle Systems, LLC warrants to the owner (“Owner”) that the components listed in this publication, which have been installed by an Original Equipment Manufacturer (“OEM”) as original equipment in vehicles licensed for on-highway use, will be free from defects in material and workmanship. This warranty coverage begins only after the expiration of the OEM’s vehicle warranty for the applicable covered components. Warranty coverage ends at the expiration of the applicable time period from the date of vehicle purchase by the first Owner or the applicable mileage limitation, whichever occurs first. Duration of coverage varies by component and vocation as detailed elsewhere in this warranty statement.

Some components are warranted for parts only and the Owner must pay any labor costs associated with the repair or replacement of the component. Other components are warranted for both parts and reasonable labor to repair or replace the subject component. Components (whether new, used or remanufactured) installed as replacements under this warranty are warranted only for the remainder of the original period of time or mileage under the original warranty.

For certain components, coverage requires the use of specific extended drain interval or synthetic lubricants. For further information about lubrication and maintenance, see Cummins-Meritor publication Maintenance Manual Number 1 and the applicable Cummins-Meritor maintenance manual for the product in question. Other conditions and limitations applicable to this warranty are detailed below.

TERMS AND CONDITIONS

(2) Designation of Vocational Use Required

To obtain warranty coverage, each Owner must notify Cummins-Meritor through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the Cummins-Meritor components have been incorporated prior to the vehicle in-service date. This notification may be accomplished by registering the vehicle through your OEM new truck and/or trailer dealer or with Cummins-Meritor directly. Failure to notify Cummins-Meritor of (I) the intended vocational use of the vehicle or (II) a change in vocational use from that which was originally designated, will result in the application of a one year, unlimited mileage, parts only warranty (1/Unl/P) from the initial in-service date.

A second Owner and each subsequent Owner must also notify Cummins-Meritor as to the intended vocational use of the vehicle. This notification can be sent directly to Cummins-Meritor or through the OEM new truck and/or trailer dealer. The duration and mileage coverage of this warranty cannot exceed the coverage extended to the first Owner after his or her initial designation of vocational use.

Coverage under Cummins-Meritor's warranty requires that the application of products be properly approved pursuant to OEM and Cummins-Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines and/or contact Cummins-Meritor regarding specific application approval questions on any product line.

(3) What is the Cost of this Warranty?

There is no charge to the Owner for this warranty.

(4) What is not Covered by this Warranty?

This warranty does not cover normal wear and tear; nor does it cover a component that fails, malfunctions or is damaged as a result of (I) improper installation, adjustment, repair or modification (including the use of unauthorized attachments or changes or modification in the vehicle's configuration, usage or vocation from that which was originally approved by Cummins-Meritor), (II) accident, natural disaster, abuse or improper use (including loading beyond the specified maximum vehicle weight or altering engine power settings to exceed the axle and/or driveline capacity) or (III) improper or insufficient maintenance (including deviation from approved lubricants, change intervals or lube levels). This warranty does not cover any component or part that is not branded by Cummins-Meritor. **For vehicles that operate full or part time outside of the United States and Canada, a one year, unlimited mileage, parts only warranty (1/Unl/P) will apply.**

(5) Remedy

The exclusive remedy under this warranty shall be the repair or replacement of the defective component at Cummins-Meritor's option. Cummins-Meritor reserves the right to require that all applicable failed materials are available and/or returned to Cummins-Meritor for review and evaluation.

(6) Disclaimer of Warranty

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESSED, IMPLIED OR STATUTORY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

(7) Limitation of Remedies

In no event shall Cummins-Meritor be liable for special, incidental, indirect or consequential damages of any kind or under any legal theory, including, but not limited to, towing, downtime, lost productivity, cargo damage, taxes or any other losses or costs resulting from a defective covered component.

(8) To Obtain Service

If the Owner discovers within the applicable coverage period a defect in material or workmanship, the Owner must promptly give notice to either Cummins-Meritor or the dealer from which the vehicle was purchased. To obtain service, the vehicle must be taken to any participating OEM new truck and/or trailer dealer or authorized Cummins-Meritor service location. The dealer will inspect the vehicle and contact Cummins-Meritor for an evaluation of the claim. When authorized by Cummins-Meritor, the dealer will repair or replace during the term of this warranty any defective Cummins-Meritor component covered by this warranty.

(9) Entire Agreement

This is the entire agreement between Cummins-Meritor and the Owner about warranty and no Cummins-Meritor employee or dealer is authorized to make any additional warranty on behalf of Cummins-Meritor. This agreement allocates the responsibilities for component failure between Cummins-Meritor and the Owner.



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U.S.A.

cummins.com

Product models, brands, names and trademarks depicted herein are the property of their respective owners and, except where otherwise indicated, are not in any way associated with Meritor Heavy Vehicle Systems, LLC, or any parent or affiliate, thereof.

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Bulletin 6451105 Produced in U.S.A. Rev. 1/24
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Fire and Rescue Apparatus

Three (3) Year Material and Workmanship Meritor Wabco ABS Brake System Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The Meritor Wabco ABS brake system shall be covered by Meritor Wabco as indicated in the attached Meritor Wabco warranty coverage description
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Three (3) Year
Conditions and Exclusions: See Also Paragraphs 2 thru 4	The exclusions listed in the attached Meritor Wabco warranty description shall apply.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

WARRANTY

MODEL YEAR 2021 VEHICLES



Warranty coverage is essential to protecting your investment. But understanding the full details of your coverage can be challenging. This straightforward approach allows you, our valued customer, to better understand how your specific vehicle applications will be covered in your region. Our component warranty coverage is provided according to vocation/usage categories listed below.

- Linehaul covers high mileage operation (over 60,000 miles/year) on well-maintained major highways of concrete or asphalt construction.
- General Service covers moderate mileage operations (less than 60,000 miles/year) on well-maintained public roads (less than 10 percent off-road) typically with less than three (3) stops per mile.
- Heavy Service (Vocational) covers vehicles with more than 10 percent off-road OR moderate to frequent starts/stops typically with more than three (3) stops per mile.
- Off-Highway Service covers lower mileage operations. Vehicles are not typically licensed for highway use.

How to Read Warranty Coverage (Example)

Number of Years	Mileage (in thousands) Unl=Unlimited	P=Parts Only P&L=Parts & Labor
3	300	P

- The standard aftermarket warranty for WABCO products - including WABCO Original parts, WABCO Reman Solutions, ProVia quality aftermarket parts and WABCO retrofit solutions - is one year, parts only from in-service date when purchased from ZF distributor networks or its affiliates and/or subsidiaries.

WABCO

WARRANTY - MODEL YEAR 2021 VEHICLES

LINEHAUL/GENERAL SERVICE WARRANTY INFORMATION

LINEHAUL/GENERAL SERVICE VEHICLES

- Aerial Ladder Truck
- Aerial Platform
- Ambulance
- Auto Hauler
- Beverage Truck
- Bulk Hauler
- Chip Hauler (Truck)
- Cross Country Coach
- Doubles
- Flatbed
- Front Engine Commercial Chassis
- Front Engine Integral Coach
- General Freight
- Grain Hauler
- Intercity Coach
- Intermodal Chassis
- Livestock Hauler
- Meat Packer
- Moving Van
- Municipal Truck
- Pipe Hauler
- Platform Auto Hauler
- Pumper
- Rear Engine Integral Coach
- Recreational Vehicles
- Refrigerated Freight
- School Bus
- Stake Truck
- Tanker
- Tanker Truck
- Triples
- Tour Bus
- Wrecker

LINEHAUL TYPICALLY IS

- High mileage operation (over 60,000 miles/year)
- Well maintained major highways of concrete or asphalt construction

GENERAL SERVICE TYPICALLY IS

- Moderate mileage operations (less than 60,000 miles/year)
- Well maintained public roads (less than 10% off-road)
- Less than three (3) stops per mile

WABCO Components ¹	
Air Management	
Air Brake Valves	1/100/P&L
Trailer Lift Axle Control Valve	
Trailer Control Line Filter ³	
Air Compressors (ALL) ²	2/200/P&L
Air Dryers (ALL)	3/300/P&L
Aerodynamics	
OptiFlow® TrailerSkirt	2/UnU/P
OptiFlow® Trailer Tail and AutoTail	2/UnI/P
Braking Systems	
ABS (Anti-Lock Braking System) Air	3/300/P&L
ABS (Anti-Lock Braking System) Hydraulic	
Electronic Braking System (EBS)	
Electronic Stability Control (ESC)	
Roll Stability Control (RSS)	
Trailer Roll Stability Support (RSS)	
Trailer ABS (Anti-Lock Braking System) ³	
Driveline Suspension Control	
Clutch Controls	2/200/P&L
Leveling Valves	1/100/P&L
OptiRide® Automated Manual Transmission (AMT)	
OptiRide® Electronically Controlled Air Suspension (ECAS)	3/300/P&L

WABCO Components ¹ (cont.)	
Safety	
OnGuardACTIVE®	3/300/P&L
OnLane®	
OnLaneALERT®	
OnSide®	
Trailer SafeStart™	
Trailer TailGUARD™	
Telematics	
TrailerCAST™ Telematics Device	3/300/P&L
Wheel End Solutions	
EasyFit™ Slack Adjuster	6/600/P
MAXXUS™ Truck Air Disc Brake	5/500/P&L
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 17 and 19 Air Disc Brake	2/Unl/P and 1/Unl/L
Pan 22 Air Disc Brake	5/500/P and 1/L
TRISTOP™ D Actuator w/ IBV or IRB	6/600/P
TRISTOP™ D Actuator	3/300/P
UNISTOP™ Actuator	2/200/P
Trailer MAXX22T™ Air Disc Brake	5/500/P and 1/L

¹ ZF and WABCO branded components. ² WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. ³ An extended warranty of 4/400/P will apply when a WABCO Trailer Control Line Filter is used in combination with a WABCO Trailer ABS valve.

HEAVY SERVICE (VOCATIONAL) WARRANTY INFORMATION

HEAVY SERVICE VEHICLES

- Airport Rescue Fire (ARF)
- Airport Shuttle
- Asphalt Truck
- Block Truck
- Bottom Dump Trailer
- Combination
- Cementing Vehicle
- City Bus
- Commercial Pick-Up
- Concrete Pumper
- Construction Material Hauler
- Crash Fire Rescue (CFR)
- Mixer
- Demolition
- Drill Rig
- Dump
- Emergency Service
- Equipment Hauling
- Flatbed Trailer Hauler
- Flatbed Truck
- Fracturing Truck
- Front Loader
- Geophysical Exploration
- Hopper Trailer Combinations
- Landscaping Truck
- Liquid Waste Hauler
- Log Hauling
- Lowboy
- Michigan Special Gravel Trains
- Michigan Special Log Hauler
- Michigan Special Steel Hauler
- Michigan Special Waste Vehicle
- Municipal Dump
- Newspaper Delivery
- Package Delivery
- Pick-up and Delivery
- Rapid Intervention Vehicle (RIV)
- Rear Loader
- Recycling Truck
- Residential Pick-Up/Waste
- Rigging Truck
- Roll-Off
- Scrap Truck
- Semi-End Dump
- Sewer/Septic Vacuum
- Shuttle Bus
- Side Loader
- Snowplow/Snowblower
- Steel Hauling
- Tanker
- Tank Truck
- Tractors with Pole Trailers
- Tractor/Trailer with Jeeps
- Transfer Dump
- Transfer Vehicle
- Transit Bus
- Trolley
- Utility Truck
- Winch Truck

HEAVY SERVICE TYPICALLY IS

- On/Off road vocations (10% or more off-road) OR
- Moderate to frequent starts/stops typically more than three (3) stops per mile



WABCO Components ¹	
Air Management	
Air Brake Valves	1/100/P&L
Air Compressors (ALL)2	
Air Dryers (ALL)	
Trailer Control Line Filter ³	
Braking Systems	
ABS (Anti-Lock Braking System) Air	3/300/P&L
ABS (Anti-Lock Braking System) Hydraulic	2/200/P&L
Electronic Braking System (EBS)	3/300/P&L
Electronic Stability Control (ESC)	
Trailer ABS Valve ³	
Roll Stability Control (RSS)	
Trailer Roll Stability Support (RSS)	
Driveline Suspension Control	
OptiRide® Electronically Controlled Air Suspension (ECAS)	2/200/P&L
Leveling Valves	1/100/P&L
Clutch Controls	2/200/P&L
Safety	
OnGuardACTIVE®	3/300/P&L
OnLane®	
OnLaneALERT®	
OnSide®	
Trailer SafeStart™	
Trailer TailGUARD™	
Telematics	
TrailerCAST™ Telematics Device	3/300/P&L
Wheel End Solutions	
EasyFit™ Slack Adjuster	2/200/P
MAXXUS™ Air Disc Brake	1/Unl/P&L
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 22, 19 and 17 Air Disc Brake	1/Unl/P&L
Trailer MAXX22T™	1/Unl/P&L
TRISTOP™ D Actuator w/ IBV	3/Unl/P
TRISTOP™ D Actuator	2/200/P
UNISTOP™ Actuator	1/100/P

¹ ZF and WABCO branded components. ² WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. ³ An extended warranty of 4/400/P will apply when a WABCO Trailer Control Line Filter is used in combination with a WABCO Trailer ABS valve.

INDUSTRIAL/OFF-HIGHWAY SERVICE WARRANTY INFORMATION

INDUSTRIAL AND OFF-HIGHWAY SERVICE TYPICALLY IS

- Low mileage operation³
- Vehicles are not typically licensed for highway use

Market	Common Application Types
Agriculture	Fertilizer Spreader, Tractor, Heavy Duty Ag Trailers, Harvester, Sprayer, Skid Loader, Silage Bagger, Slurry Wagons, Grain Cart
Airport Support	Pushback Tractor, Towing Tugs, Aircraft Tow Tractor, Refueling Trucks, Food Service Trucks, Baggage Tractors, De-Icing Equipment, Runway Clearing Equipment
Construction	All-Terrain Crane, Rough Terrain Crane, Excavator, Compactor, Wheel Loader, Road Roller, Motor Grader, Articulated Dump Truck, Rubber Tire Road Roller, Backhoe Loaders, Haul Trucks, Scraper Rough Terrain Forklifts, Trenchers, Drills
Forestry	Logging Forwarder, Kidder, Loaders, Yard Forklifts, Harvesters Fellers
Material Handling	Port Tractor, Rail Yard Spotter, Stevedoring Tractor, Trailer Spotter, Yard Jockey, Scissor Lift, Straddle Carrier, Manlift, Forklift, Boom Lift Telehandlers, Aerial Work Platforms
Mining	Specialized Mining, Excavator, Haul Truck, Underground Loader, Service Trucks, Wheel Loaders, Scrapers, Load Haul Dumps, Personnel Transports, Bolters, Scalpers
Municipal	Street Sweeper, Utility Tractor, Utility Trucks, Tree Trimmers, Dump Trucks, Tow Trucks, Flat Bed Trucks, Winch Applications
Oil & Gas	Fracturing Trailer, Injector Heads, Top Drives, Jack/Lift Boats, Wireline Trucks, Load-On / Load-Off
Rail	Railcar Mover, Track Layers, Grinders, Platform Crane, Locomotive Railcars, Ballast Equipment, Winch Applications



WABCO Components ¹	
Air Management	
Air Brake Valves	2/Unl/P
Air Compressors (ALL)2	
Air Dryers (ALL)	
Brake Actuation	
Air/Hydraulic Actuators	2/Unl/P
Master Cylinders	
Remote Actuators	
Slave and Wheel Cylinders	
Two Fluid Actuators	
Brake Locks	
Brake Locks (ALL)	2/Unl/P
Electric Brake Locks	
Lever Locks	
Braking Systems	
ABS (Anti-Lock Braking System) Air	1/100/P&L
ABS (Anti-Lock Braking System) Hydraulic	
Driveline Suspension Control	
Clutch Controls	1/100/P&L
Leveling Valves	
Electrohydraulics & Controls	
Electronic Pedals	2/Unl/P
Electrohydraulic Brake Valves (EBV)	
Pressure Switches	
Hydraulic Braking Solutions	
Accumulator Charging Valves	2/Unl/P
Hydraulic Throttle Controls and Switches	
Modulating Brake Valves	
Wheel End Solutions	
EasyFit™ Slack Adjuster	2/200/P
Caliper Disc Brakes	2/Unl/P
MAXXUSTM Air Disc Brake	1/Unl/P&L
Multiple Disc Brakes	2/Unl/P
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 22, 19 and 17 Air Disc Brake	1/Unl/P&L
TRISTOPTM D Actuator w/ IBV	3/Unl/P
TRISTOPTM D Actuator	2/200/P
UNISTOPTM Actuator	1/100/P

¹ ZF and WABCO branded components. ² WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. ³ Equivalent hours of service limit: 2,000 hours for all components.

TERMS AND CONDITIONS

COVERAGE EXCLUSIONS

PRODUCT DESCRIPTION

ALL PRODUCTS

This Warranty shall not apply to the following, but not limited to: (1) damage to the product or its component parts caused by incorrect use, installation, maintenance or repair, including without limitation (a) improper fit of mating components or brackets, damaged threads, cut, broken, chafed, pinched or otherwise damaged wiring (sensors, harnesses and connectors), (b) sensors damaged during removal when seized in block, or associated with sensor adjustments/ alignments, and (c) damage resulting from the use or installation of non-genuine WABCO components or materials; (2) damage to the product, its component parts, or diminished product or component part performance due to incorrect operation, deviation from approved conditions or misapplication; (3) any unauthorized disassembly of the product or its component parts including without limitation (a) obliterated, defaced or missing WABCO or WABCO name plate, serial numbers or label identifying the device as a ZF product or WABCO component, (b) changes to sealed adjusting screws, and (c) opening or attempted repair of non-serviceable components; (4) malfunction of the component due to internal contamination of the vehicle system including without limitation (a) water and other contamination damage that is due to the use of a non-genuine air dryer cartridge or (b) valve failures due to contamination in air system, (5) complaints associated with noise, (6) damage resulting from corrosion (including oxidation of electrical devices and connections).

AIR DRYERS

Mounting brackets (see vehicle OEM). Desiccant cartridge housing only.

AIR SYSTEM COMPONENTS

Normal wear items; Gladhand seals, dash valve knobs, valve actuation handles, treadles, pedals.

ABS, ELECTRONIC STABILITY CONTROL (ESC), ROLL STABILITY CONTROL (RSC), OPTIRIDE®, ONGUARD® AND ONLANE®, COLLECTIVELY “ELECTRONICS”

Failure of electronic components due to overvoltage condition, improper grounding, electrostatic discharge (ESD), improper shielding, electromagnetic interference (EMI), or other wiring or installation issues. Malfunctions and failure codes caused by other electronic subsystem failures (data bus, engine, transmission, dashboard, etc.)

HYDRAULIC COMPONENTS

For certain components, brake fluid DOT3 or DOT4 is used as the operating medium. Use of any other fluid will void all warranties associated with that component. For hydraulic braking applications the brake fluid is considered a maintenance item. Maintenance intervals are listed in TB-1367.

COVERAGE LIMITATIONS

PRODUCT DESCRIPTION

ALL PRODUCTS

Any claim beyond 60 days from date of repair will not be accepted or honored under this warranty program.

Products purchased on an incomplete vehicle (glider) are limited to one year, 1/Unl/P.

For vehicles that operate full- or part-time outside of the United States and Canada, a 1-Year/Unlimited Miles parts only (1/Unl/P) will apply.

TOOLBOX PLUS™ DIAGNOSTIC SOFTWARE

Proper diagnostics of WABCO Electronics may require the latest version of TOOLBOX PLUS™. Additional labor due to use of an outdated version of TOOLBOX™ software and/or the time to purchase or install the latest version of TOOLBOX PLUS™ are not covered under product warranty.

WARRANTY - MODEL YEAR 2021 VEHICLES

TERMS AND CONDITIONS

(1) What is Covered by this Commercial Warranty?

ZF CV Systems North America LLC and its North American subsidiaries and affiliates (ZF) warrant to the owner ("Owner") that the components listed in this publication, which have been installed by an Original Equipment Manufacturer ("OEM") as original equipment will be free from defects in material and workmanship. This warranty coverage begins from the original in-service date to the limits provided and runs concurrently with any warranties provided by OEMs and/or any distribution agreements and/or any service contracts that cover the components listed in this publication, if any. If the components listed in this publication are covered by an OEM warranty and/or service contract, then the OEM's warranty and/or service contract shall supersede ZF's warranty and Owner shall comply with all OEM's warranty and/or service contract requirements for claims under such OEM's warranty and/or service contract until those agreements expire. Once those agreements expire and provided the ZF warranty has not expired under the terms stated above, the ZF warranty will be in effect until its expiration date.

Warranty coverage ends at the expiration of the applicable time period from the date of vehicle purchase by the first Owner, or, the applicable mileage limitation, whichever occurs first. Duration of coverage varies by component and vocation as detailed previously in this publication. Some components are warranted for parts only and the Owner must pay any labor costs associated with the repair or replacement of the component. Other components are warranted for both parts and reasonable labor to repair or replace the subject component. Additional diagnostic time due to use of an outdated version of TOOLBOX™, time to purchase or install latest version of TOOLBOX™ are the responsibility of the authorized ZF distributor networks and are not covered under product warranty. Components installed as replacements under this warranty are warranted only for the remainder of the original period of time or mileage under the original warranty.

(2) Designation of Vocational Use Required. To obtain warranty coverage, each Owner must notify ZF through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the WABCO components have been incorporated prior to the vehicle in-service date. This notification may be accomplished by registering the vehicle through your OEM new truck and/or trailer dealer or with ZF directly. Failure to notify ZF of (I) the intended vocational use of the vehicle or (II) a change in vocational use from that which was originally designated, will result in the application of a one year, unlimited mileage, parts only warranty (1/Unl/P) from the initial in-service date. A second Owner and each subsequent Owner must also notify ZF as to the intended vocational use of the vehicle. This notification can be sent directly to ZF or through

the OEM new truck and/or trailer dealer. The duration and mileage coverage of this warranty cannot exceed the coverage extended to the first Owner after his or her initial designation of vocational use. Coverage under ZF's warranty requires that the application of products be properly approved pursuant to OEM and ZF, approvals.

- (3) What is the Cost of this Warranty? There is no charge to the Owner for this warranty.
- (4) What is not Covered by this Warranty? In addition to the items listed on "Coverage Exclusions," this warranty does not cover normal wear and tear, or service items; nor does it cover a component that fails, malfunctions or is damaged as a result of (a) improper handling, storage, installation, adjustment, repair or modification including the use of unauthorized attachments or changes or modification in the vehicle's configuration, usage, or vocation from that which was originally approved by ZF, (b) accident, fire or other casualty, natural disaster, road debris, negligence, misuse, abuse, or improper use (including loading beyond the specified maximum vehicle weight or altering engine power settings to exceed the brake system capacity), or (c) improper or insufficient maintenance (including deviation from maintenance intervals, approved lubricants, or lube levels). This warranty does not cover any component or part that is not sold by ZF.
- (5) To obtain service. If the owner discovers within the applicable coverage period a defect in material or workmanship, the Owner must promptly give notice to either ZF or the dealer from which the vehicle was purchased. To obtain service, the vehicle must be taken to any participating OEM dealer or ZF distributor networks' servicer. The dealer or ZF authorized servicer will inspect the vehicle and contact ZF for an evaluation of the claim. When authorized by ZF, the dealer or ZF authorized servicer will repair or replace during the term of this warranty any defective WABCO component covered by this warranty.
- (6) Disclaimer of Warranty and Limitation of remedies. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND/OR WARRANTY FOR HIDDEN OR LATENT DEFECTS, AND IN NO EVENT WILL ZF OR ANY OF ITS AFFILIATES BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, PROGRESSIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

- (7) Legal action. Any legal action or claim arising from or related to this Warranty, in contract or otherwise, must be commenced within one year from the accrual of that cause of action, or be barred forever. Any dispute arising in connection with this agreement shall be governed by and construed according to the laws of the State of Michigan and be brought, heard and determined exclusively in either the Circuit Court for the County of Oakland, State of Michigan or the United States District Court for the Eastern District of Michigan. The parties stipulate that the referenced venues are convenient.
- (8) Remedy. The exclusive remedy under this warranty shall be the repair or replacement of the defective component at ZF's option. ZF reserves the right to require that all applicable covered components are available and/or returned to ZF for review and evaluation. THE MAXIMUM LIABILITY, IF ANY, OF ZF FOR ALL DAMAGES, INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE PRODUCT and where indicated in the product and application warranty information above, the inclusion of labor is limited to the standard repair time. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATION OF DAMAGES PROVISION SET FORTH IN THIS PARAGRAPH SURVIVES BETWEEN THE ORIGINAL END USER AND ZF EVEN IF THE EXCLUSIVE REMEDY SET FORTH ABOVE IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE. ZF may change the design or make improvements to its Products without incurring any warranty obligation for previously manufactured Product .
- (9) Entire Agreement. This is the entire agreement between ZF and the Owner about warranty and no, ZF employee, or dealer is authorized to make any additional warranty on behalf of ZF unless in writing and signed by an authorized representative of ZF.





**For further product details contact your distributor or the
WABCO Customer Care Center at 855-228-3203.**

About ZF Friedrichshafen AG

ZF is a global technology company and supplies systems for passenger cars, commercial vehicles and industrial technology, enabling the next generation of mobility. ZF allows vehicles to see, think and act. In the four technology domains Vehicle Motion Control, Integrated Safety, Automated Driving, and Electric Mobility, ZF offers comprehensive solutions for established vehicle manufacturers and newly emerging transport and mobility service providers. ZF electrifies different kinds of vehicles. With its products, the company contributes to reducing emissions and protecting the climate.

ZF, which acquired WABCO Holdings Inc. on May 29, 2020, now has 160,000 employees worldwide with approximately 260 locations in 41 countries. In 2019, the two then-independent companies achieved sales of €36.5 billion (ZF) and \$3.4 billion (WABCO). For more information, visit: www.wabco-na.com



Fire and Rescue Apparatus

Ten (10) Year Structural Integrity

Custom Cab

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The Pierce Custom Cab shall be free from structural failures caused by defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years - or - 100,000 Miles
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty applies only to the cab tubular support and mounting structures and other structural components of the cab of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus. This warranty does not apply to damage caused by corrosion.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0012



Fire and Rescue Apparatus Ten (10) Year Pro-Rated Paint and Corrosion Cab

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Exterior surfaces of the cab painted by Pierce shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any: Topcoat Durability & Appearance: Gloss, Color Retention & Cracking 0-72 months 100% 73-96 months 50% 97-120 months 25% Integrity of Coating System: Adhesion, Blistering/Bubbling 0-36 months 100% 37-84 months 50% 85-120 months 25% Corrosion: Dissimilar Metal and Crevice 0-36 months 100% 37-48 months 50% 49-72 months 25% 73-120 months 10% Corrosion Perforation 0-120 months 100% This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty. Items not covered by this warranty include: (a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual). (b) UV paint fade. (c) Any cab not manufactured by Pierce.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



Fire and Rescue Apparatus

Five (5) Year Material and Workmanship

Command Zone Electronics

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Command Zone control modules shall be free from failures caused by defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Five (5) Years
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty applies to all of the control modules for the Command Zone system, including the full color graphic displays. Related wire harnesses, cables and connectors are not covered under this limited warranty and are instead covered under the Pierce One Year Basic Apparatus Limited Warranty.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0014



Fire and Rescue Apparatus

54 Months Material and Workmanship

Camera System

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	This limited warranty covers repairs to correct any defect related to materials or workmanship of the Sharpvision camera system installed on the apparatus occurring during the warranty period.
Warranty Begins:	The date of delivery.
Warranty Period Ends After:	Fifty - Four (54) months
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

1/11/2011 WA0188



Fire and Rescue Apparatus

Ten (10) Year Material and Workmanship

Pierce 12V LED Strip Light

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	This limited warranty covers repairs to correct any defect related to materials or workmanship of the Pierce 12V LED strip lights installed on the apparatus occurring during the warranty period.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Year
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

NEW PRODUCT WARRANTY



**PARTICIPATING OEM SALES
DISTRIBUTOR SALES**

LIMITED WARRANTY ON NEW ALLISON AUTOMATIC TRANSMISSIONS USED IN EMERGENCY VEHICLE APPLICATIONS

Allison Transmission will provide for repairs or replacement, at its option, during the warranty period of each new Allison transmission listed below that is installed in an Emergency Vehicle in accordance with the following terms, conditions, and limitations.

WHAT IS COVERED

- **WARRANTY APPLIES** — This warranty is for new Allison transmission models listed below installed in an Emergency Vehicle and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period.
- **REPAIRS COVERED** — The warranty covers repairs or replacement, at Allison Transmission's option, to correct any transmission malfunction resulting from defects in material or workmanship occurring during the warranty period. Needed repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the circumstances.
- **TOWING** — Towing is covered to the nearest Allison Transmission Distributor or authorized Dealer only when necessary to prevent further damage to your transmission.
- **PAYMENT TERMS** — Warranty repairs, including parts and labor, will be covered per the schedule shown in the chart contained in section "APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE."
- **OBTAINING REPAIRS** — To obtain warranty repairs, take the vehicle to any Allison Transmission Distributor or authorized Dealer within a reasonable amount of time and request the needed repairs. A reasonable amount of time must be allowed for the Distributor or Dealer to perform necessary repairs.
- **TRANSMISSION REMOVAL AND REINSTALLATION** — Labor costs for the removal and re-installation of the transmission, when necessary to make a warranty repair, are covered by this warranty.
- **WARRANTY PERIOD** — The warranty period for all coverages shall begin on the date the transmission is delivered to the first retail purchaser, with the following exception:

Demonstration Service - A transmission in a new truck or bus may be demonstrated to a total of 5000 miles (8000 kilometers). If the vehicle is within this limit when sold to a retail purchaser, the warranty start date is the date of purchase. Normal warranty services are applicable to the demonstrating Dealer. Should the truck or bus be sold to a retail purchaser after these limits are reached, the warranty period will begin on the date the vehicle was first placed in demonstration service and the purchaser will be entitled to the remaining warranty.

APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE

APPLICABLE MODELS	WARRANTY LIMITATIONS (Whichever occurs first)		ADJUSTMENT CHARGE TO BE PAID BY THE CUSTOMER	
	Months	Transmission Miles Or Kilometers	Parts	Labor
MT, MD 3000, 3200, 3500, 3700	0-24	No Limit	No Charge	No Charge
HT with Hydraulic Controls	0-24	No Limit	No Charge	No Charge
AT, 1000 Series™, 2000 Series™, 2400 Series™	0-36	No Limit	No Charge	No Charge
HT with Electronic Controls	0-60	No Limit	No Charge	No Charge
HD 1000 EVS, 2100 EVS, 2200 EVS 2350 EVS, 2500 EVS, 2550 EVS, 3000 EVS, 3500 EVS, 4000, 4000 EVS, 4500, 4500 EVS, 4700, 4700 EVS, 4800, 4800 EVS	0-60	No Limit	No Charge	No Charge

WHAT IS NOT COVERED

- **DAMAGE DUE TO ACCIDENT, MISUSE, or ALTERATION** — Defects and damage caused as the result of any of the following are not covered:
 - Flood, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle;
 - Misuse of the vehicle;
 - Installation into unapproved applications and installations;
 - Alterations or modification of the transmission or the vehicle, and
 - Damage resulting from improper storage (refer to long-term storage procedure outlined in the applicable Allison Service Manual)
 - Anything other than defects in Allison Transmission material or workmanship

NOTE: This warranty is void on transmissions used in vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.

- **CHASSIS, BODY, and COMPONENTS** — The chassis and body company (assemblers) and other component and equipment manufacturers are solely responsible for warranties on the chassis, body, component(s), and equipment they provide. Any transmission repair caused by an alteration(s) made to the Allison transmission or the vehicle which allows the transmission to be installed or operated outside of the limits defined in the appropriate Allison Installation Guideline is solely the responsibility of the entity making the alteration(s).
- **DAMAGE CAUSED by LACK of MAINTENANCE or by the USE of TRANSMISSION FLUIDS NOT RECOMMENDED in the OPERATOR'S MANUAL** — Defects and damage caused by any of the following are not covered:
 - Failure to follow the recommendations of the maintenance schedule intervals applicable to the transmission;
 - Failure to use transmission fluids or maintain transmission fluid levels recommended in the Operator's Manual.
- **MAINTENANCE** — Normal maintenance (such as replacement of filters, screens, and transmission fluid) is not covered and is the owner's responsibility.
- **REPAIRS by UNAUTHORIZED DEALERS** — Defects and damage caused by a service outlet that is not an authorized Allison Transmission Distributor or Dealer are not covered.
- **USE of OTHER THAN GENUINE ALLISON TRANSMISSION PARTS** — Defects and damage caused by the use of parts that are not genuine Allison Transmission parts are not covered.
- **EXTRA EXPENSES** — Economic loss and extra expenses are not covered. Examples include but are not limited to: loss of vehicle use; inconvenience; storage; payment for loss of time or pay; vehicle rental expense; lodging; meals; or other travel costs.
- **"DENIED PARTY" OWNERSHIP** — Warranty repair parts and labor costs are not reimbursed to any participating or non-participating OEMs, dealers or distributors who perform warranty work for, or on behalf of, end users identified by the United States as being a "denied party" or who are citizens of sanctioned or embargoed countries as defined by the U.S. Department of Treasury Office of Foreign Assets Control. Furthermore, warranty reimbursements are not guaranteed if the reimbursement would be contrary to any United States export control laws or regulations as defined by the U.S. Department of Commerce, the U.S. Department of State, or the U.S. Department of Treasury.

OTHER TERMS APPLICABLE TO CONSUMERS AS DEFINED by the MAGNUSON-MOSS WARRANTY ACT

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with these transmissions.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE TRANSMISSIONS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR VEHICLE RENTAL EXPENSES) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.**

** Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

OTHER TERMS APPLICABLE TO OTHER END-USERS

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE ALLISON TRANSMISSION MODELS LISTED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLISON TRANSMISSION DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TRANSMISSIONS. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.

QUESTIONS

If you have any questions regarding this warranty or the performance of warranty obligations, you may contact any Allison Transmission Distributor or Dealer or write to:

Allison Transmission, Inc.
P.O. Box 894
Indianapolis, IN 46206-0894
Attention: Warranty Administration PF-9



Fire and Rescue Apparatus

Five (5) Year Material and Workmanship - Transmission Oil Cooler Three (3) Year Collateral Damage Coverage

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The transmission cooler shall be free from component or structural failures caused by defects in material and/or workmanship. Collateral damage up to \$10,000 per occurrence is available for the first three (3) years.
Warranty Begins:	The date of delivery to the first retail purchaser.
Warranty Period Ends After:	Five (5) Years on Oil Cooler and three (3) years on collateral damage coverage
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty does not cover repair due to accidents, misuse, and excessive vibration, flying debris, storage damage (freezing), negligence or modification. This warranty is void if any modification or repairs are performed without authorization. This also voids any future warranty. This warranty does not cover cost of maintenance or repairs due to lack of required maintenance services as recommended. Performance of the required maintenance and use of proper fluids are the responsibility of the owner. Towing is covered to the nearest distributor or authorized dealer only when necessary to prevent further damage to your transmission. Labor costs for the removal and reinstallation of goods may be covered when necessary to make repairs. Please contact your OEM for authorization. Replacement of cooler during the warranty period is limited to 100% of reasonable labor costs up to a maximum of \$700 to remove, replace, or repair the oil cooler.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

UNITED PLASTIC FABRICATING
Limited Lifetime Warranty
Effective as of January 1, 2024

1. General. United Plastic Fabricating, Inc. (the "Company") warrants to the owner (the "Owner") that the products set forth on Exhibit A, attached hereto (the "Product") will be reasonably free from defects in materials and workmanship for the service life of the Product. This Limited Lifetime Warranty (the "Warranty") only applies to Company Products that are: (a) owned by a federal, state, county or local government, a volunteer fire department or dedicated commercial fire service operation; (b) continuously and actively used in emergency response and/or fire suppression vehicles; and (c) used, stored, handled and installed in the manner recommended by Company.

2. Warranty Obligations. Subject to the exclusions and limitations set forth in this Warranty, Company will, at its option, repair or offer a one (1) time replacement of the Product without charge, if the Product fails or does not perform as warranted during the warranty period due to a manufacturing defect or a defect in materials. Repair or replacement shall include reasonable labor charges necessary to repair or replace the defective Product but shall not include: (a) the costs associated with removal of the Product from the vehicle or the cost to otherwise provide access to the Product in the vehicle; (b) the cost associated with any required upgrades the vehicle (including, without limitation, upgrades required to strengthen the vehicle's frame); or (c) travel costs, except as provided by Section 3. Company's obligation as to repair or replacement shall further be limited to repair or replacement with the models of the Product that are available at the time of the repair or replacement, and shall be limited to the repair or replacement of only the specific Product that fails due to a manufacturing defect. In the event a Product becomes unavailable or cannot be supplied by Company for any reason a substitute Product of equal quality and functionality of the subject Product may be substituted by Company. Any repaired Product shall remain subject to this Warranty and any repair shall not extend the warranty period in any manner or start a new warranty period. Any Product that is replaced by Company shall be excluded from this Warranty. In no

event shall Company be required to expend, in any one (1) or series of expenditures, more than the purchase price of the Product to repair or replace a defective Product. Amounts expended by Company shall include all amounts paid by Company in connection the repair or replacement, including without limitation, amounts paid to third-parties, material costs, incidental costs and travel costs (except as provided by Section 3).

3. Travel; Expenses; Product Access. Company shall be responsible for any travel costs incurred to repair or replace the Product provided that: (a) the Product is located in the continental United States or Canada; and (ii) the warranty claim is initiated prior to the date on which NFPA 1912 Standards (Annex D) recommends replacement of the Product. All other travel costs incurred by Company or its agents to repair or replace the Product shall be the responsibility of the party asserting the warranty claim. Company reserves the right to require, as a condition to undertaking any repair or replacement: (y) pre-payment of its anticipated travel costs; and (z) satisfactory arraignments concerning scheduling and access to the Product. If the subject Product is located in an area of the world considered, in Company's sole discretion, to be unsafe Company may refuse to process the claim or require relocation of the Product, at no expense to Company, to an area where such repairs can be performed safely by Company or its agents. In the event Company or Company's agents are dispatched to repair or replace a defective Product and the vehicle in which the Product has been installed is not available or the Product is not readily accessible, for any reason, Company or Company's agents, as the case may be, shall be immediately reimbursed for all expenses incurred therewith.

4. Exclusions: Products must be stored, handled, installed, used and maintained in accordance with instructions provided by Company, and this Warranty is conditioned upon compliance with all such instructions. This Warranty does not cover defects caused by: (a) improper installation; (b) modification, alteration or repair of the Product by any unauthorized third-party; (c) misuse, including, without limitation, improper

storage or handling of the Product (e.g. excessive exposure to UV rays); chemical abuse (e.g. harsh cleansers and solvents), thermal abuse or shock (e.g. excessive heat or cold); (d) damage not resulting from manufacturing defects that occur while the Product is not in Company's possession (e.g. accidents); or (e) unreasonable or unintended use of the Product. Copies of the Company's operation and maintenance instructions are available on the Company's website <https://www.unitedplastic.com/upf-documents/>

5. Disclaimer. THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY COMPANY IN CONNECTION WITH THE PRODUCT. COMPANY CAN NOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS SOLD BY COMPANY ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY COMPANY IN WRITING. OTHER THAN THE LIMITED WARRANTY SET FORTH HEREIN, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE REPAIR OR REPLACEMENT OF NON-CONFORMING PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.

6. Limitation of Liability. NO CLAIM BY OWNER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT IN RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO OWNER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, ANY OBLIGATION OF COMPANY TO REPAIR OR REPLACE ANY CHASSIS, SUB-FRAMES, BODIES, VALVES, DUMPS, HOSES, PRESSURE VACUUM VENTS OR OTHER SIMILAR COMPONENTS), RELIANCE, STATUTORY, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME,

LOSS OF REVENUES, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, OR DAMAGE TO GOOD WILL OR REPUTATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS SOLD HEREUNDER, OR FOR ANY LIABILITY OF BUYER TO ANY THIRD PARTY WITH RESPECT THERETO.

7. Reformation. If any term or provision of this Warranty shall be held or deemed to be, or shall in fact be, invalid, inoperative, illegal or unenforceable as applied in any case or in any jurisdiction or jurisdictions because of the conflicting nature of any provision with any constitution or statute or rule of public policy or for any other reason, then: (a) such circumstance shall not have the effect of rendering the provision or provisions in question invalid, inoperative, illegal or unenforceable in any other jurisdiction or in any other case or circumstance or of rendering any other provision or provisions herein contained invalid, inoperative, illegal or unenforceable to the extent that such other provisions are not themselves actually in conflict with such constitution, statute or rule of public policy; and (b) any such invalid, inoperative, illegal or unenforceable provision shall be reformed and construed in any such jurisdiction or case so that such provision would be valid, operative and enforceable to the maximum extent permitted in such jurisdiction or case.

8. Headings. The headings contained herein are for convenience and reference only, and shall be given no effect in the interpretation of any term or condition of this Warranty.

9. Submitting a Warranty Claim. To request coverage under this Warranty you must submit a claim through Company's website:
<https://www.unitedplastic.com/contact/product-support/>

10. Transferability. This Warranty is transferable and entitles the transferee to coverage for the remainder of the original warranty period.

11. Modification. This Warranty may be modified (a) as set forth on a binding sales order for the Product or (b) by a written agreement between Company and the Owner.

Exhibit A

Covered Product List

- Poly-Tanks®
- PolySide® Wetside Tanks
- Defender™ Skid Tanks
- Ellip-T™ Elliptical Tanks
- ARFF Tanks



Fire and Rescue Apparatus

Ten (10) Year Structural Integrity Apparatus Body Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The apparatus body shall be free from structural failures caused by defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years - or - 100,000 Miles
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty applies only to the body tubular support and mounting structures and other structural components of the body of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus. This warranty does not apply to damage caused by corrosion.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0009



AMDOR Inc. TERMS OF BUSINESS AND GENERAL INFORMATION

Warranty:

All AMDOR Inc. roll-up door products are warranted for a period of 10 years from the date of delivery (with the exception of wet paint adhesion - please see below). AMDOR Inc. liability covers the replacement or repair of any component that fails due to defects in material and / or workmanship during the coverage period. We accept no liability for claims made for damages to any part (or parts) of a vehicle and / or machine (of any type) or injury claims by a person or persons assumed or alleged to have been brought about by the use or misuse of any product supplied by AMDOR Inc. Warranty coverage does not extend to door attachments including (but not limited to) decals, emblems, stripes and adhesives.

In order to initiate the claims process please contact your authorized representative of AMDOR Inc. Warranty claims must be accompanied by a written description providing full and reasonable details as to the nature of the defect. Upon receipt of your claim arrangements will be made to inspect the defective product (if necessary). Justified warranty claims will be repaired, exchanged, or credited to the customer's account at AMDOR Inc.'s discretion. All warranty claims must be approved in writing by the Customer Service Manager for AMDOR Inc. There are no exceptions to this clause.

Limited warranty coverage includes the labor associated with the disassembly and assembly of products deemed to be defective by AMDOR Inc. Labor allowances are based on a set time schedule as determined by AMDOR Inc. The maximum allowable hourly labor rate is \$ 50. All warranty labor claims must be approved in writing by an authorized representative of AMDOR Inc. prior to commencement of work. Allowances for removal and installation:

Curtain replacement:	3/4 hour
Balancer replacement:	1 hour
Door ajar switch	3/4 hour
Bottom Panel Assembly:	1/2 hour
Slat replacement:	3/4 hour
Door removal and replacement	1 1/2 hours

Items authorized for return must be accompanied by a Return Goods Authorization (RGA) number. We will accept collect shipments of items deemed to be defective provided that they are returned via the most economical carrier. Should items be

returned by means other than the most economical carrier the difference will be charged back to the sender.

AMDOR Inc. reserves the right to reject any claim when a product has been opened, interfered with or modified. Claims may also be rejected when damage to the product (or any sub-assembly) has been brought about by accident, misuse, abuse, vandalism, incorrect installation, temperature extremes, chemical exposure or any factor other than regular operating conditions.

Limited Wet Paint Match Adhesion Warranty

AMDOR Inc. warrants wet paint finishes applied by AMDOR utilizing our approved factory paint specification. All wet paint match colors must be approved in writing by an authorized OEM representative. AMDOR Inc. will provide a color spray out for this purpose. The time required for shipping and consideration of initial color spray outs will be considered over and above stated lead times. Warranty coverage will extend for a period of not less than 5 years from the date of delivery as determined by AMDOR Inc.'s Packing Slip. AMDOR reserves the right to determine whether individual units will be replaced and / or repaired by an AMDOR approved vendor. An allowance will be made for labor associated with the disassembly and assembly of individual units at the prescribed hourly rate of \$ 50 per hour. Compensation for labor will not exceed the maximum time allowance permitted for door removal and replacement. Written approval including specified allowance for time must be obtained from AMDOR prior to initiating work. Warranty coverage will extend to the following visible paint system defects:

- 1./ Loss of mechanical adhesion as evidenced by peeling, cracking or blistering which exposes the substrate material.
- 2./ Corrosion of the substrate due to paint system failure.
- 3./ Fading which results in a substantial departure from the primary AMDOR approved body color.

Wet paint adhesion limited warranty coverage will be excluded when damages to the system are determined by AMDOR Inc. to be a result of the following:

- 1./ Damage caused through the use of attachments including (but not limited to) decals, labels, adhesives, non factory approved coatings.
- 2./ Loss of gloss, discoloration or damage due to improper maintenance (including but not limited to) mechanical wash systems, pressure washers, steam cleaners, non approved wash or polishing agents.
- 3./ Abuse, acts of nature, excessive heat / cold, chemical exposure, vandalism and / or accidents.
- 4./ Scratches, chips, abrasions, or dents from any source.

This document supercedes all previous written and / or verbal warranties provided by AMDOR Inc. and / or it's affiliates.



Fire and Rescue Apparatus

Seven (7) Year Material and Workmanship

PUC-NG Pump

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the purchaser who first puts the product in service ("Buyer"):

Coverage:	The PUC-NG Pump, integrated pump transmission, and its components manufactured under the Pierce brand in its Fire and Rescue Apparatus vehicle shall be free from failures caused by defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Seven (7) Years - or - 3000 Pump Hours
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty applies to the PUC Pump and all its components manufactured under the Pierce brand, including the integrated pump transmission. Items not manufactured under the Pierce brand such as valves, relief valves or wear items such as wear rings, seals, bearings or costs of removal, transporting, storing, or reinstallation are not covered by this six-year limited warranty and are instead covered under the Pierce Basic One Year Limited Warranty.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

4/21/2022 WA0390



Fire and Rescue Apparatus

Ten (10) Year Material and Workmanship Stainless Steel Piping Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Stainless steel piping shall be free from structural failures caused by defects in material and workmanship, or perforation caused by corrosion.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years - or - 100,000 Miles
Conditions and Exclusions: See Also Paragraphs 2 thru 4	Pierce's obligation under this warranty is limited to repairing or replacing without charge, as Pierce may elect, the stainless steel piping or components which Pierce determines to have failed due to defective material and workmanship, or perforation caused by corrosion. This warranty does not cover the use of fluoroprotein (FP) type foam. The sodium chloride within FP foam can cause long-term damage to system components if not thoroughly flushed immediately after use.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



Fire and Rescue Apparatus

Twenty (20) Year Structural Integrity

Pierce Aerial Device

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Each new Pierce Aerial Device shall be free from defects in material and workmanship. Aerial Device Models Covered by this warranty include: Aerial Platforms Aerial Ladders SkyBoom
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Twenty (20) Years - or - 100,000 Miles
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty applies only to the torque box, turntable, aerial sections and other structural components of the aerial device, as identified in the Pierce specifications for the aerial device. This warranty shall be void if, or to the extent that the aerial device is not maintained in strict compliance with NFPA Standard 1911 in effect at time of sale, including such periodic inspections and testing by qualified third parties as are required by that Standard as it may be in effect from time to time. Proof of such compliance shall accompany any claims under this warranty. Third party testing agencies known to Pierce to be qualified for such purposes may be obtained from the Pierce Customer Service Department This warranty does not apply to damage caused by corrosion.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



AMITY FIRE AND SAFETY, INC.

3750 CHESTNUT ROAD
ALBURTIS, PA 18011-0451
Phone: 610-966-3115
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*** STANDARD FIVE YEAR WARRANTY ***

(standard warranty is in effect for parts shipped after 4/15/10)

Three Function Swivel

A. PRESHIPMENT TESTING The Three Function Swivel fabricated by Amity which is exposed to pressure during normal use is subject to final inspection using the following pressure minimums:

1. Hydrostatic applications will be tested to 400 PSI unless specified otherwise on approved drawings. Operating pressures on installed systems are not to exceed 250 PSI at any point in the system. Warranty will be voided and Amity will not be held liable for failure and/or damage occurring from Water Hammering or freezing of water in any system.
2. Hydraulic applications will be tested to 4000 PSI. System operating pressure in application to be 3000 PSI maximum.
3. Dielectric and Continuity Test all circuits. 30 Amp max current loading.

B. THREE FUNCTION SWIVEL MAINTENANCE – Our Three Function Swivel has been fully tested at assembly. Under no circumstances is there to be any maintenance performed internally or externally to the Three Function Swivel by Purchaser or any other third party other than an authorized representative of or Amity itself. The Three Function Swivel is sealed and must remain so. The Three Function Swivel is designed for a long maintenance free life. Should any problems occur or replacement be necessary, first contact Amity. There is to be no field maintenance performed on the Three Function Swivel .

C. MOUNTING REQUIREMENTS – The following are the mounting requirements for the Three Function Swivel:

1. Mounting points and methods are to be determined at the initial design stage. All drawings and applicable documentation must be signed off by both parties and filed for future reference. No deviation to the approved mounting is allowed without approval from Amity.
2. The Three Function Swivel is to be mounted concentric to the center of the turntable bearing.
3. All inlet and outlet plumbing to conform to swivel mounting, under no circumstances is the Three Function Swivel to be positioned to match connections. This will avoid putting excessive loads on the Three Function Swivel. All tubing or piping to be supported by means other than the Three Function Swivel.

D. LIMITED WARRANTY, LIMITATIONS, CONDITIONS AND PROCEDURES REQUIRED.

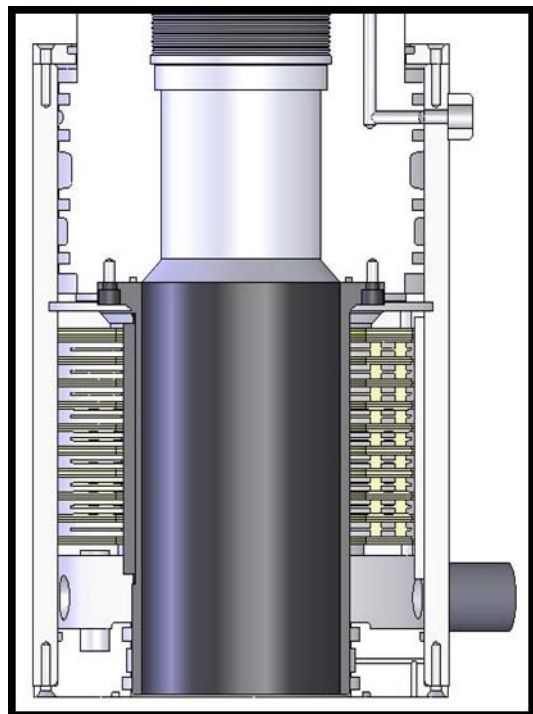
1. The Three Function Swivel is warranted to be free of defects in labor and/or materials for a period of five (5) years from the Date of Service. For purposes here, "Date of Service" shall mean the date when the Three Function Swivel, or the unit to which the Three Function Swivel is incorporated, passes final Underwriters Laboratory testing, or similarly compliant testing, and is certified for service. Evidence of such Date of Service shall be required in connection with any warranty claim by Purchaser.
2. The Three Function Swivel shall be repaired or replaced at the sole option and expense of the Amity provided the Three Function Swivel alleged to be defective was used for its intended normal use of operation and subject to the following qualifications and limitations.
3. Any alteration of the Three Function Swivel without consent from Amity is strictly forbidden and shall void warranty.
4. No welding shall be performed on finished Three Function Swivel.
5. No responsibility is assumed for any malfunctions or damages which are occasionally caused by foreign objects which may be ingested into water or hydraulic systems such as, but not limited to stones, sand or metal chips.
6. Amity assumes responsibility for our Three Function Swivel, which is defective only, and therefore, it will not assume responsibility for labor to either remove or install our Three Function Swivel unless it agrees in writing to assume such responsibility.
7. Unless otherwise approved in writing by the Amity all returns of defective Three Function Swivels (or allegedly defective Three Function Swivels) are at Purchaser's expense and must include a RGA number issued by the Amity.

8. All warranty claims must be presented at the time the problem occurs, or as soon as practical thereafter, either called or faxed to the Amity and include the numbers on the assembly's Amity's label with a detailed explanation of the difficulty in order for the matter to be appropriately evaluated and resolved.
9. Amity will not be held liable for damage incurred during shipment.
10. No responsibility shall be assumed for misuse or improper mounting, unreasonably use or abuse of the Three Function Swivel and or failure to provide or use improper maintenance, failure to follow written installation and use in instruction or any use other than the customary designed use.

THE REMEDIES PROVIDED IN THE ABOVE EXPRESS LIMITED WARRANTY AND ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE. NO OTHER EXPRESS WARRANTIES ARE MADE. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE ARE LIMITED IN DURATION AS SET FORTH ABOVE. IN NO EVENT SHALL THE AMITY ASSUME OR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THE WITHIN DESCRIBED WARRANTY SHALL ONLY BE AFFORDED TO THE ORIGINAL PURCHASER OR FOR INCORPORATION INTO ANOTHER UNIT AND TO FIRST PURCHASER AS PART OF COMPLETED UNIT, HOWEVER, THE WARRANTY PERIOD OF FIVE YEARS IS FROM THE DATE OF SERVICE WITH THE UNDERSTANDING IT IS INSTALLED WITHIN A REASONABLE TIME PERIOD.

Dated: _____, 20__





Fire and Rescue Apparatus

Five (5) Year Material and Workmanship Aerial Hydraulic System Components

Three (3) Year Material and Workmanship Aerial Hydraulic System Seals

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The aerial hydraulic system components and seals shall be free from component or structural failures caused by defects in material and/or workmanship.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Five (5) Years and Three (3) Years
Conditions and Exclusions: See Also Paragraphs 2 thru 4	Pierce's obligation under this warranty is limited to repairing or replacing without charge, as Pierce may elect, the hydraulic lines, fittings, valves, seals, cylinders, filters, pumps, hydraulic motors, rotary actuators, or components which Pierce determines to have failed due to defective material and workmanship. This warranty shall not apply unless the aerial device is inspected in accordance with NFPA 1911 Standard for Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus and the applicable Pierce Operator and Maintenance Manuals.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



AMITY FIRE AND SAFETY, INC.

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ALBURTIS, PA 18011-0451
Phone: 610-966-3115
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* STANDARD TEN YEAR WARRANTY *

(standard warranty is in effect for parts shipped after 4/15/10)

Telescopic Waterways

A. PRESHIPMENT TESTING All waterways fabricated by Amity are final inspected using the following pressure minimums:

1. Hydrostatic applications will be tested to 400 PSI unless specified otherwise on approved drawings. Operating pressures on installed systems are not to exceed 250 PSI at any point in the system. Warranty will be voided and Amity will not be held liable for failure and/or damage occurring from Water Hammering or freezing of water in any system.

B. COMPONENTS DESCRIPTION AND MAINTENANCE

1. All components are thoroughly greased at assembly. Since internally lubricated seals are used, regular greasing is not required. We recommend components not be greased at installation.
2. Slip Tube Assemblies may be greased at the Amity's regularly scheduled Aerial Inspections. The seals in the Slip Tube Assemblies are self-lubricating, so greasing is not mandatory. We do recommend a visual inspection of the Slip Tube Assembly while it is fully extended after initial installation, from that point on we recommend inspection every ten hours of aerial operation. If any deposits of aluminum appear, they are to be rubbed off using a Teflon scouring pad. Slip Tube Assemblies are designed to give long maintenance free service; however, like any product, problems may occur and periodic visual inspections will aid in determining if a potential problem exists and warrants a call to us. Care must be taken to keep debris off of extended tubes. We recommend wiping tubes with light oil (10 weight) or hydraulic oil after use, if tubes appear to have contamination on them. Under no circumstance are tubes to be cleaned with lacquer thinner, or any other solvent.

C. LIMITED WARRANTY, LIMITATIONS, CONDITIONS AND PROCEDURES REQUIRED.

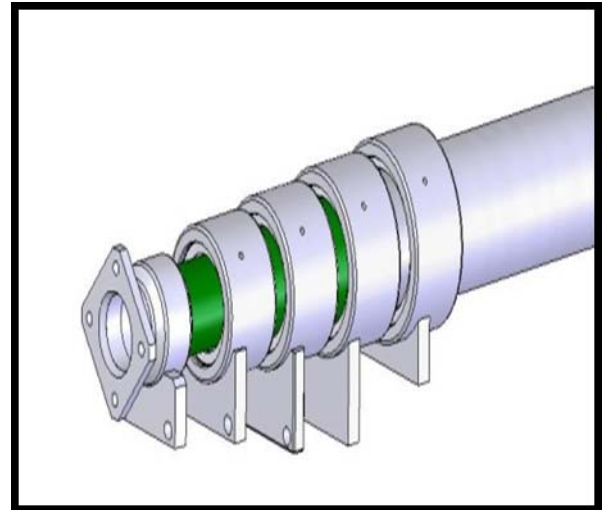
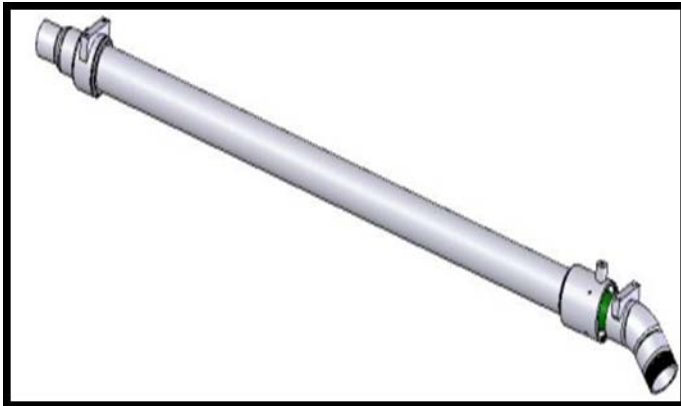
1. Products are warranted to be free of defects in labor and/or materials for a period of ten years from the date of purchase from the Amity and shall be repaired or replaced at the sole option and expense of the Amity provided the products alleged to be defective was used for its intended normal use operation and subject to the following qualifications and limitations.
2. Any alteration of product without consent from Amity is strictly forbidden and shall void warranty.
3. No welding shall be performed on finished product.
4. No responsibility is assumed for any malfunctions or damages which are occasionally caused by foreign objects which may be ingested into water system such as, but not limited to stones, sand or metal chips.
5. Amity assumes responsibility for our product, which is defective only, and therefore, it will not assume responsibility for labor to either remove or install our product unless it agrees in writing to assume such responsibility.
6. Unless otherwise approved in writing by the Amity all returns of defective (or allegedly defective products) are at Purchaser's expense and must include a RGA number issued by the Amity.
7. All warranty claims must be presented at the time the problem occurs, or as soon as practical thereafter, either called or faxed to the Amity and include the numbers on the assembly's Amity's label with a detailed explanation of the difficulty in order for the matter to be appropriately evaluated and resolved.
8. Amity will not be held liable for damage incurred during shipment.
9. No responsibility shall be assumed for misuse or improper mounting, unreasonable use or abuse of the Product and or failure to provide or use improper maintenance, failure to follow written installation and use in instruction or any use other than the customary designed use.

THE REMEDIES PROVIDED IN THE ABOVE EXPRESS LIMITED WARRANTY AND ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE. NO OTHER EXPRESS WARRANTIES ARE MADE. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR

FITNESS FOR A PARTICULAR PURPOSE OR USE ARE LIMITED IN DURATION AS SET FORTH ABOVE. IN NO EVENT SHALL THE AMITY ASSUME OR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THE WITHIN DESCRIBED WARRANTY SHALL ONLY BE AFFORDED TO THE ORIGINAL PURCHASER OR FOR INCORPORATION INTO ANOTHER UNIT AND TO FIRST PURCHASER AS PART OF COMPLETED UNIT, HOWEVER, THE WARRANTY PERIOD OF TEN YEARS COMMENCES UPON INSTALLATION INTO FINAL ASSEMBLY WITH THE UNDERSTANDING IT IS INSTALLED WITHIN SIX MONTHS OF PURCHASE.

Dated: _____, 20__





Fire and Rescue Apparatus

Four (4) Year Pro-Rated Paint and Corrosion

Aerial Device

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Aerial device shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection for exterior surfaces.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Four (4) Years
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any: Topcoat Durability & Appearance: Gloss, Color Retention & Cracking 0-24 months 100% 25-48 months 50% Integrity of Coating System: Adhesion, Blistering/Bubbling 0-24 months 100% 25-48 months 50% Corrosion: Dissimilar Metal and Crevice 0-24 months 100% 25-48 months 50% Corrosion Perforation 0-24 months 100% 25-48 months 50% This limited warranty applies only to exterior paint. Items not covered by this warranty include: (a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual). (b) UV paint fade.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0047

MANUFACTURER'S LIMITED WARRANTY - HYDRAULIC GENERATORS

STANDARD

Harrison Hydra-Gen® (Seller) extends to the original purchaser (Buyer) of goods for use (whether it be an OEM, dealer, re-seller, or end-user) the following warranty covering the Harrison Hydra-Gen® Generator System, subject to the qualifications indicated. Harrison Hydra-Gen® Generator Systems shall consist of a Harrison generator tray assembly and its' components, a Harrison hydraulic pump assembly, and a Harrison supplied meter assembly; unless otherwise specified in below guidelines.

Harrison Hydra-Gen® warrants the original purchaser that the Generator System manufactured or supplied by Harrison Hydra-Gen® will be free from defects in materials and workmanship, provided such goods are:

1. Installed, operated and maintained in accordance with the Harrison Hydra-Gen® owner's manual, and/or written installation addendums.
2. Each new application has been reviewed and approved by the Harrison Hydra-Gen® Application Engineering Group.

PERIOD OF WARRANTY

*Two (2) years or 2000 hours of usage, whichever comes first, from the date the product is shipped from Harrison to the Installer.

***The END USER must complete and return to Harrison Hydra-Gen® the Harrison Hydra-Gen® Warranty Registration Card, Form WR-1, provided in the generator manual and provided online @ www.harrisonhydragen.com, within 45 days of delivery.**

Warranty includes all parts and labor. In addition, maintenance items that are contaminated or damaged by a proven warrantable failure are covered in years 1-2, and Labor time up to 4 hours, travel time up to 2.5 hours, and mileage up to 100 miles for warranty related repairs are covered.

Repair or replacement parts are warranted for ninety (90) days from date of purchase, excluding labor and travel expenses. Any part repaired or replaced during the warranty period assumes the remainder of the warranty or ninety (90) days, whichever is greater.

Only components supplied by Harrison Hydra-Gen® are covered under this warranty.

There is no other express warranty. Implied warranties, including merchantability and fitness for a particular purpose, are limited to periods set forth above and to the extent permitted by law. Any and all implied warranties are excluded. In no event is Harrison Hydra-Gen® liable for incidental or consequential damages.

The Buyer (OEM, dealer, re-seller, or end-user) must notify Harrison Hydra-Gen®, an Authorized Distributor, or a designated Harrison Hydra-Gen® Service Representative, **in writing**, within thirty (30) calendar days after goods or parts failed to meet this warranty.

The sole liability of Harrison Hydra-Gen® and the Buyer's sole remedy for a failure of goods under this warranty and for any and all other claims arising out of the purchase and use of the goods, including negligence on the part of the manufacturer, shall be limited to the repair or replacement of the product, at the option of Harrison Hydra-Gen®, of the parts that do not conform to this warranty, provided that the product or parts are returned to the Harrison Hydra-Gen® manufacturing facility.

A Returned Goods Authorization (RGA) is required for all products and parts being returned, and may be requested by phone, fax, email, or mail.

Failure to make timely delivery to Harrison Hydra-Gen® of the goods claimed to be defective shall void any warranty.

Unless previous written agreements have been made between the Buyer and Harrison Hydra-Gen®, the Buyer shall be responsible for all freight and shipping charges in connection with the delivery of the goods claimed to be defective, to Harrison Hydra-Gen® at its manufacturing facility, and the return of repaired or replacement goods to the Buyer.

If Harrison Hydra-Gen® determines that no warranty coverage is available for goods claimed to be defective, whether determination is based on the warranty being voided, the product failure

being due to a cause not covered by the warranty, the failure to make a timely and proper warranty claim, or otherwise, the Buyer shall have the option of either:

1. Having the goods not repaired and returned to the Buyer, freight collect.
2. Having the goods repaired, If Harrison Hydra-Gen® determines that the product is repairable, and returned to the Buyer, freight collect. The Buyer will be responsible for all costs associated with the repair and testing of the goods and shall authorize Harrison Hydra-Gen®, in writing, to have the goods repaired and tested by Harrison Hydra-Gen®.

The owner is obligated to operate and maintain the goods in accordance with the recommendations published by Harrison Hydra-Gen® in the owner's manual. The owner is responsible for the costs associated with such maintenance and any adjustments that may be required.

This warranty shall not apply to:

1. Damages or defects caused by normal wear, accident, misuse, abuse, abnormal operating conditions, negligence, corrosion, accident causes, or attributable to written specifications or instructions furnished by the installer.
2. Damages or defects caused by improper maintenance in accordance with the Harrison Hydra-Gen® product manuals and operating guidelines.
3. Damages caused by operator error.
4. Damages or defects caused by improper installation.
5. Damages or defects caused by inadequate water drainage provided by the installer in the area where the generator is installed or stored.
6. Damages or defects caused by inadequate air flow space or ventilation provided by the installer in the area where the generator is installed.
7. Any product or part altered or modified by the installer or service facility without written prior consent by Harrison Hydra-Gen®.
8. Cost of normal maintenance, adjustments, installation or start-up.
9. Normal wear items and components needing periodic maintenance such a rubber hoses and filters.
10. Excessive labor due to components being concealed in vehicle as a result of installation.
11. Water, road debris, excessive dirt, salt, abrasive particles, or large foreign objects found in the generator.
12. Telephone or other communications expense.
13. Paint, hydraulic fluid, and interconnecting hoses (internal or external to system assemblies).

This warranty gives you specific legal rights, and you may also have other rights that may vary from state to state or province to province.

No person is authorized to give any other warranties or to assume any other liabilities behalf of Harrison Hydra-Gen®, unless made or assumed in writing by an officer of Harrison Hydra-Gen®.

Contact Harrison Hydra-Gen® for questions regarding your warranty rights and responsibilities at (281) 807-4420; or visit our website at www.harrisonhydragen.com.



Fire and Rescue Apparatus

Ten (10) Year Pro-Rated Paint and Corrosion

Custom Body

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Exterior surfaces of the body shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years
Conditions and Exclusions:	This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any: Topcoat Durability & Appearance: Gloss, Color Retention & Cracking 0-72 months 100% 73-96 months 50% 97-120 months 25% Integrity of Coating System: Adhesion, Blistering/Bubbling 0-36 months 100% 37-84 months 50% 85-120 months 25% Corrosion: Dissimilar Metal and Crevice 0-36 months 100% 37-48 months 50% 49-72 months 25% 73-120 months 10% Corrosion Perforation 0-120 months 100% This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty. Items not covered by this warranty include: (a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual). (b) UV paint fade. (c) Any cab not manufactured by Pierce.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0057



Fire and Rescue Apparatus

Three (3) Year Material and Workmanship

Goldstar® Gold Leaf Lamination

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Each Goldstar® gold leaf lamination shall be free from defects in material and workmanship.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Three (3) Years
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty does not cover damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

**Solicitation Number: RFP #113021****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Oshkosh Corporation, 1917 Four Wheel Dr., Oshkosh, WI 54902 (Supplier), and Supplier's consolidated subsidiaries as defined in the Proposal.

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 Firefighting Apparatus and Fire Service Vehicles 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 February 10, 2026, 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 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, refurbished, or remounted 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

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. 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.

D. WAIVER OF SUBROGATION. Omitted.

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.

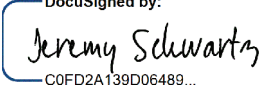
22. CANCELLATION

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.

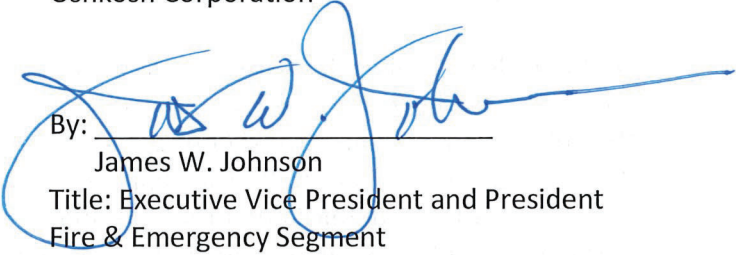
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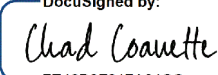
Sourcewell

DocuSigned by:

By: _____
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
4/5/2022 | 4:53 PM CDT
Date: _____

Oshkosh Corporation


By: _____
James W. Johnson
Title: Executive Vice President and President
Fire & Emergency Segment
Date: APRIL 5 '22

Approved:

DocuSigned by:

By: _____
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
4/5/2022 | 4:54 PM CDT
Date: _____

RFP 113021 - Firefighting Apparatus and Fire Service Vehicles

Vendor Details

Company Name: Pierce Manufacturing
Does your company conduct business under any other name? If yes, please state: WISCONSIN
Address: 2600 American Drive
Appleton , WI 54914
Contact: Michelle Swokowski
Email: mswokowski@piercemfg.com
Phone: 920-832-3272
Fax: 920-740-6252
HST#:

Submission Details

Created On: Monday October 18, 2021 12:41:15
Submitted On: Tuesday November 30, 2021 16:18:31
Submitted By: Michelle Swokowski
Email: mswokowski@piercemfg.com
Transaction #: 724f061f-10fb-4d93-bd02-b5afd9c2b906
Submitter's IP Address: 198.190.231.15

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")	Oshkosh Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Pierce Manufacturing Inc. Oshkosh Airport Products, LLC	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	As used herein, the "Company," "we," "us" and "our" refers to Oshkosh Corporation and its consolidated subsidiaries. "Oshkosh" refers to Oshkosh Corporation, subsidiaries, Pratt & Miller Engineering & Fabrications, LLC (Pratt Miller), Pierce Manufacturing Inc. (Pierce), McNeilus Companies, Inc. (McNeilus) and its wholly owned subsidiaries, Oshkosh Airport Products, LLC (Airport Products), Kewaunee Fabrications, LLC (Kewaunee (IMT) or any other subsidiaries. Other assume names herein are often identified to be Frontline Communications, ARFF, Airport , Pierce.	*
4	Proposer Physical Address:	Oshkosh Corporation 1917 Four Wheel Dr. Oshkosh WI, 54902 Pierce Manufacturing Inc. 2600 American Dr. Appleton WI, 54914 Oshkosh Airport Products, LLC. 1515 County Rd. O Neenah WI, 54956	*
5	Proposer website address (or addresses):	www.oshkoshcorp.com www.Piercemfg.com, www.frontlinecomm.com, www.oshkoshairport.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):	James W. Johnson Executive Vice President and President, Fire & Emergency Segment Pierce Manufacturing Inc. 2600 American Drive Appleton, WI 54914 Email: jjohnson@piercemfg.com Phone: 920-832-3000 Refer to authorized signers for Oshkosh Corporation, Pierce Manufacturing and Oshkosh Airport Products in additional documents.	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Michelle Swokowski Sales Operations Manager, Pierce Manufacturing Inc. 2600 American Drive Appleton WI 54914 Email: mswokowski@piercemfg.com Phone: 920-832-3272	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Brianna Propson, Sales Representative, Oshkosh Airport Products, LLC. 1515 County RD O Neenah WI, 54956 Email: bpropson@airport.oshkoshcorp.com Phone: 920-215-5135	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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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.

Oshkosh Corporation Overview

Oshkosh Corporation was founded in 1917, driven by a breakthrough four-wheel drive system that gave people the courage and confidence to go places they never thought they would. Today, more than 14,000 Oshkosh team members are putting over 850 active patented technologies to work serving, developing, and connecting communities around the world. Oshkosh Corporation is a leading manufacturer and marketer of access equipment, specialty vehicles and truck bodies for the primary markets of access equipment, defense, fire & emergency and municipal, refuse hauling, concrete placement as well as airport services. s. Oshkosh products can be found in more than 150 countries under the brands of JLG®, Pierce®, Oshkosh® Defense, McNeilus®, IMT®, Jerr-Dan®, Frontline™, Oshkosh® Airport Products, and London™ and Pratt Miller.

Pierce and Airport Products are subsidiaries of Oshkosh and are part of the Fire & Emergency Segment of Oshkosh. We believe in advancing the world around us through building, serving, and protecting people and communities. We are united by a common purpose: to make a difference in people's lives. Our values are the belief system that helps us ensure our behaviors are aligned with our purpose and drive us to do great work for great people.

Oshkosh Core Values:

WE PUT PEOPLE FIRST

- We treat people how they need to be treated.
- We keep people safe, within our walls and those using our products.
- We care for the emotional, physical, and financial wellbeing of our people.
- We celebrate what makes each of us unique.
- We value other's words and ideas.
- We respect the impact we have on each other; on the people we serve and in communities around the world.

WE DO THE RIGHT THING

- We do the right thing, the right way, for the right reasons.
- We take responsibility for our actions.
- We speak up and share our thoughts and concerns.
- We keep our promises.
- We respect our environment: both where we work and the planet we rely on.

WE PERSEVERE

- We push the bounds of technology and engineering to bring value to our customers and those who count on us.
- We challenge the impossible to make a difference every day.
- We are courageous and steadfast.
- We strive to overcome obstacles and achieve our goals.

WE ARE BETTER TOGETHER

- We welcome ideas different from our own.
- We rely on diversity to drive innovation.
- We create an inclusive, empowering environment for all.
- We work together across geographies, platforms, business units and functions to help our company reach its fullest potential.

Business Philosophy:

Our strategy is "Innovate. Serve. Advance." We innovate customer solutions by combining leading technology and operational strength to empower and protect the everyday hero. We serve and support those who rely on us with a relentless focus throughout the product lifecycle. We advance by expanding into new markets and geographies to make a difference around the world.

As a corporation, our culture is one committed to conducting business with integrity, in accordance with the highest ethical standards and in compliance with applicable laws and regulations. The guidelines, laws, regulations, policies, and procedures that govern our conduct as employees and contractors of Oshkosh Corporation are embodied in our Code of Ethics & Standards of Conduct - The Oshkosh Way.

Business Longevity:

Pierce was founded in 1913 and is the leading domestic designer and manufacturer of fire apparatus assembled on custom chassis, designed, and manufactured to meet the special needs of firefighters. Pierce also designs and manufactures fire apparatus assembled on commercially available chassis, which are produced for multiple end-customer applications. Pierce's engineering expertise allows it to design its vehicles to meet stringent industry guidelines and government regulations for safety and effectiveness. Pierce primarily serves domestic municipal customers, but also sells fire apparatus to the DoD, airports, universities, and large industrial companies, and in international markets. Pierce's history of innovation, research and development in consultation with firefighters has resulted in a broad product line that features a wide range of innovative, high-quality custom and commercial firefighting equipment with advanced fire suppression capabilities. In an effort to be a single-source supplier for its customers, Pierce offers a full line of custom and commercial fire apparatus and emergency vehicles, including pumpers, aerial platform, ladder and tiller trucks, tankers, light-, medium- and heavy-duty rescue vehicles, wildland

		rough terrain response vehicles, mobile command and control centers, bomb squad vehicles, hazardous materials control vehicles and other emergency response vehicles. Refer to "Pierce Timeline.pdf" in Financial Strength and Stability folder. Oshkosh Airport Products is a leader in the design and sale of ARFF vehicles to domestic and international airports. These highly specialized vehicles are required to be in service at most airports worldwide to support commercial airlines in the event of an emergency. Our first Aircraft Rescue and Fire Fighting (ARFF) vehicle was delivered to the U.S. Navy in 1968. We are able to attract and retain new customers because we take pride in a quality product we build and provide second to none in service and support nationwide. We are the leading manufacturer of fire apparatus because of this – our loyal customers! Refer to "9. Oshkosh Corporation 2020 Annual Report.pdf", "9. Oshkosh Strategy Innovate Serve Advance Strategy.pdf", "9. The_Oshkosh_Way_English.pdf", "9. 2020_Sustainability_Report.pdf", and "9. Equal Employment Opportunity.pdf" in Financial Strength and Stability folder for more information.	
10	What are your company's expectations in the event of an award?	The Sourcewell consortium program will extend another avenue for the fire industry customer base to purchase a fire apparatus efficiently and effectively through a proven program. The Sourcewell consortium will be a nationwide including Canada avenue that is promoted across the Pierce sales force that consists of 23 authorized Pierce Dealers and their respective team members. The fundamental expectation is around education and promotion. The Pierce Dealer network and Airport Products sales team is expected to understand our product and the tools available to the customer to achieve what is in the best interest of the customer.	*
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.	Pierce Manufacturing Inc. and Oshkosh Airport Products, LLC are subsidiaries of Oshkosh Corporation, which is a publicly traded company. We have attached our annual report, SEC Filings along with the Dunn & Bradstreet report often used by lenders and investors to determine a company's eligibility for credit. This report along with any of the financial statements demonstrate Oshkosh Corporation and its subsidiaries to be financially sound. For additional information please refer to the below path. http://investor.oshkoshcorporation.com/investors/overview/ Oshkosh Corporation maintains an investment grade credit rating. The rating agencies periodically update the Company's credit ratings as events or changes in economic conditions occur. As of September 30, 2021, the long-term credit ratings assigned to the Company's senior debt securities by the credit rating agencies engaged by the Company were as follows: Fitch Ratings BBB-; Moody's Investor Services, Inc. Baaa3; Standards & Poor's BBB. Refer to "11. Oshkosh Corp Q4 and-Full-Year-Results-2021.pdf", "11. Oshkosh Corporation Form 10-K.pdf", "11. D&B Finance Analytics Report.pdf", "11. Bank of America. Oshkosh Reference.pdf", "11. Pierce Manufacturing Certificate of Status 062021.pdf", and "11. Oshkosh Airport Products Certificate of Status July 2021.pdf" in Financial Strength and Stability folder for more information.	*

12	What is your US market share for the solutions that you are proposing?	Pierce is the leader in domestic market share of fire apparatus. Oshkosh Corporation is traded on the New York Stock Exchange since 2002. Financial information can be obtained by visiting the below link. http://investor.oshkoshcorporation.com/investors/financial-information/annual-and-quarterly-reports/default.aspx Fire & Emergency segment. Through Pierce, the Company is the leading domestic designer and manufacturer of fire apparatus assembled on custom chassis, designed and manufactured to meet the special needs of firefighters. Pierce also designs and manufactures fire apparatus assembled on commercially available chassis, which are produced for multiple end-customer applications. Pierce's engineering expertise allows it to design its vehicles to meet stringent industry guidelines and government regulations for safety and effectiveness. Pierce primarily serves domestic municipal customers, but also sells fire apparatus to the DoD, airports, universities and large industrial companies, and in international markets. Pierce's history of innovation, research and development in consultation with firefighters has resulted in a broad product line that features a wide range of innovative, high-quality custom and commercial firefighting equipment with advanced fire suppression capabilities. In an effort to be a single-source supplier for its customers, Pierce offers a full line of custom and commercial fire apparatus and emergency vehicles, including pumpers, aerial platform, ladder and tiller trucks, tankers, light-, medium- and heavy-duty rescue vehicles, wildland rough terrain response vehicles, mobile command and control centers, bomb squad vehicles, hazardous materials control vehicles and other emergency response vehicles. The Company, through Airport Products, is a leader in the design and sale of ARFF vehicles to domestic and international airports. These highly specialized vehicles are required to be in service at most airports worldwide to support commercial airlines in the event of an emergency. Many of the largest airports in the United States, including LaGuardia International Airport, John F. Kennedy International Airport, O'Hare International Airport, Denver International Airport, Baltimore-Washington International Airport, Dallas/Fort Worth International Airport, Tampa International Airport, Philadelphia International Airport and San Francisco International Airport, are served by the Company's ARFF vehicles. The U.S. government also maintains a fleet of ARFF vehicles that are used to support military operations throughout the world. Internationally, the Company's vehicles serve, among others, Beijing, China and more than fifty other airports in China; Singapore; Indonesia; Quebec, Canada; Abu Dhabi, UAE; and Birmingham, Cardiff, Manchester and Liverpool, United Kingdom. In addition, the Company has recently delivered ARFF vehicles to airports in Mexico, Japan, Egypt, Nepal, Iraq and the British Virgin Islands. The Company believes that the performance and reliability of its ARFF vehicles contribute to the Company's strong position in this market. The Company, through its Frontline brand, is a leading manufacturer, system designer and integrator of broadcast vehicles, including electronic field production trailers, satellite news gathering and electronic news gathering vehicles for broadcasters and command trucks for local and federal governments along with being a leading supplier of military simulator shelters and trailers under the Oshkosh Specialty Vehicles (OSV) brand. The Company's vehicles have been used worldwide to broadcast the NFL Super Bowl, the FIFA World Cup and the Olympics.	*
13	What is your Canadian market share for the solutions that you are proposing?	Pierce along with their strong dealer sales and service network that has driven increase Canadian market share. The Pierce Canadian dealer consist of 3 dealers that lead multiple service locations. We also partner with MAXI-METAL Inc leveraging the MAXI Saber program since 2016 and US Contender since 2017. Each Dealer has a signed dealer agreement to sell Pierce fire apparatus in the designated territory awarded to them. They are Prime on contracts and are supported by the 2500+ Pierce employees.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

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?	Pierce and Airport Products are best described as manufacturers. Pierce and Airport Products are best described as manufacturers. The Pierce Dealer network consists of 20 US based Dealers and 3 Canadian based Dealers. Each Dealer has a signed dealer agreement to sell Pierce fire apparatus in the designated territory awarded to them. They are Prime on contracts and are supported by the 2500+ Pierce employees. The Company believes the geographic breadth, size and quality of its Pierce fire apparatus sales and service organization are competitive advantages in a market characterized by a few large manufacturers and numerous small, regional competitors. Pierce's fire apparatus is sold through an extensive network of independent sales and service organizations with over 300 hundred sales representatives in the U.S. and Canada, which combine broad geographical reach with high frequency of contact with fire departments and municipal government officials. These sales and service organizations are supported by product and marketing support professionals and contract administrators at Pierce. The Company believes high frequency of contact and local presence are important to cultivate major, and typically infrequent, purchases involving the city or town council, fire department, purchasing, finance and mayoral offices, among others, that may participate in a fire apparatus bid and selection process. After the sale, Pierce's nationwide local parts and service capability is available to help municipalities maintain peak readiness for this vital municipal service. Oshkosh Airport Products The Company markets its Oshkosh-branded ARFF vehicles through a combination of direct sales representatives domestically and an extensive network of representatives and distributors in international markets, including Canada. Certain of these international representatives and distributors also handle Pierce products and will follow the same process as noted above. For service, we support both with internal service support which is available 24/7/365 via our support line at 1-800-222-6635 and external sales representatives. Refer to "15. Pierce. Airport Manufacturer. Products.pdf" in Company Information and Financial Strength folder for an overview of our manufacturing capabilities and product offerings.
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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.	Pierce Manufacturing Inc. holds state licensing for Sales, Manufacturing, Motor Vehicles, and dealer license used accordance to the state laws. The Pierce Dealer network licenses independently holds as required by law in the state in which they sell. Airport Products holds manufacturer's license, where required. We also hold our Vendors accountable to the utmost standards. Beyond ISO certifications and compliance, we require our supply chain of major components to obtain a score of 80% or above on a supplier quality audit performed by Oshkosh Corporation supplier quality. ISO 9001:2015 Certification: Pierce Manufacturing Inc. was the first single-source manufacturer of custom fire apparatus in North America to achieve ISO 9001 certification. Pierce has achieved ISO 9001:2015 certification which covers all aspects of our business life cycle, from engineering and manufacturing to customer service. ISO 9001 certification demonstrates a company's commitment to quality. To keep their ISO 9001 registered status, companies are re-audited twice per year through third-party verification to prove they are maintaining good practices. ISO 9001 certification further assures customers that a fundamental quality system is in place. It's a solid foundation for continuous improvement always striving to get even better. An ISO-certified manufacturer, like Pierce, accepts nothing but the best from its suppliers. Pierce asks its suppliers to meet many of the same stringent quality requirements and works with them to improve their quality systems as well. Refer to "16. ISO 9001.2015 Pierce Mfg and entities.pdf" in Financial Strength and Stability folder for certificate. UL/ULC: Pierce is the first fire apparatus manufacturer to be both third party certified to NFPA 1901-2013 edition and ULC listed to Canada ULC-S515-04 standard. Third Party Vehicle Inspection Program by Underwriters Laboratories to ensure our products are 100% N.F.P.A. compliant to 1901 standards. The certification includes all design, production, operational and performance testing of the complete apparatus. All products must pass all tests before a truck is released into Canada. This commitment to quality applies to trucks sold in the U.S. as well. Refer to "16. Sample UL Certs 35796 Pump Line Voltage Aerial Cert.pdf" in Financial Strength and Stability folder for sample certificate. ISO 14001:2015 Certification: Our Neenah facility is also ISO 14001:2015 certified for our Environmental Management System. Various Pierce and Airport Products vehicles are manufactured in this space. Refer to "16. ISO 14001 Oshkosh Airport Products.pdf" in Financial Strength and Stability folder for certificate.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Neither Oshkosh Corporation or subsidiary such as Pierce Manufacturing and Airport Products have suspension or debarment that applies within the past 10 years.	*

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	Oshkosh Corporation is honored to be named and recognized for the following awards and recognitions. World's Most Ethical Companies in 2016, 2017, 2018, 2019, 2020 and 2021. Oshkosh is one of only 124 companies, representing 52 industry sectors in 19 countries on five continents named to this prestigious list. We were the only company selected in the "Trucks and Other Vehicles" category, underscoring our commitment to leading ethical business standards and practices. This achievement is only possible with a commitment to sustainability, connecting with our communities and strong ethical culture and team members who believe in doing the right thing. Link: https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Ethical-Companies-for-sixth-consecutive-year/default.aspx FORTUNE's World's Most Admired Companies in 2019 and 2020. Oshkosh Corporation is one of 330 companies to achieve this honor, as ranked by industry peers, highlighting some of the most respected and successful companies from around the world. https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Admired-Companies-by-FORTUNE/default.aspx

In 2020 and 2021, the company was awarded one of America's Most Responsible Companies by Newsweek. Oshkosh has earned this award for two consecutive years and is ranked #159 out of 399 companies on the list. America's Most Responsible Companies were defined based on key performance indicators around environmental, social and corporate governance areas. For more info please refer to the link below: <https://www.oshkoshcorp.com/en/news/12-23-20-most-responsible-newsweek>

Oshkosh Corporation was named a Military Friendly Company in 2017, 2018, 2019, 2020 and 2021. Being named a Military Friendly Company highlights our commitment to caring for our team member and having a culture where veterans can thrive. . Please reference the link for additional detail: <https://www.oshkoshcorp.com/en/news>

Oshkosh Corporation has been listed on the Dow Jones Sustainability World Index in 2019, 2020 and 2021. Please review the link below for additional info. <https://investors.oshkoshcorp.com/news/news-details/2020/Oshkosh-Corporation-Named-to-the-Dow-Jones-Sustainability-World-Index-for-Second-Consecutive-Year/default.aspx>

Oshkosh Corporation is honored to be named and recognized for the following awards and recognitions.
World's Most Ethical Companies in 2016, 2017, 2018, 2019, 2020 and 2021. Oshkosh is one of only 124 companies, representing 52 industry sectors in 19 countries on five continents named to this prestigious list. We were the only company selected in the "Trucks and Other Vehicles" category, underscoring our commitment to leading ethical business standards and practices. This achievement is only possible with a commitment to sustainability, connecting with our communities and strong ethical culture and team members who believe in doing the right thing.

Link: <https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Ethical-Companies-for-sixth-consecutive-year/default.aspx>

FORTUNE's World's Most Admired Companies in 2019 and 2020. Oshkosh Corporation is one of 330 companies to achieve this honor, as ranked by industry peers, highlighting some of the most respected and successful companies from around the world. <https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Admired-Companies-by-FORTUNE/default.aspx>

In 2020 and 2021, the company was awarded one of America's Most Responsible Companies by Newsweek. Oshkosh has earned this award for two consecutive years and is ranked #159 out of 399 companies on the list. America's Most Responsible Companies were defined based on key performance indicators around environmental, social and corporate governance areas. For more info please refer to the link below: <https://www.oshkoshcorp.com/en/news/12-23-20-most-responsible-newsweek>

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Oshkosh was named one of the "World's Best Employers" by Forbes in 2020. The 2020 results included 750 multinational and large corporations across 45 countries. Oshkosh is ranked #76 out of 750. Please refer to the link: <https://www.oshkoshcorp.com/en/news/12-11-20-forbes>

Oshkosh is one of Barron's 100 Most Sustainable Companies for the years 2019, 2020 and 2021. Please review the link for additional information. <https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporations-focus-on-sustainability-earns-recognition-from-Barrons-and-SP-Global/default.aspx>

Pierce's focus on energy efficiency is focused on being good stewards of company resources, budgets, and the company's ecological footprint. This earned them the recognition for Focus on Energy 2020 Energy Efficiency Excellence Award <https://www.piercemfg.com/pierce/blog/pierce-recognized-with-focus-on-energy-excellence-award>

		Pierce also Achieved TRUE (Total Resource Use and Efficiency) Zero Waste Certification at the Gold level. TRUE certification is administered by Green Business Certification Inc. (GBCI), an organization that independently recognizes excellence in green business industry performance and practice globally 2021 Sterling Manufacturing Business Excellence Award - Florida facility has been awarded the 2021 Sterling Manufacturing Business Excellence Award at the Gold Level! This award went out to the company that was found to be a high performing manufacturer in seven categories. Pierce Bradenton demonstrated outstanding leadership and management systems to meet the need of customers and stakeholders https://www.facebook.com/Pierce/posts/10165217512965527 Pierce was awarded the "Above and Beyond Award" by ESGR August of 2021. Pierce was 1 of 3 large companies in Wisconsin recognized for their outstanding support of our Guard and Reserve forces. Oshkosh Corporation has been named one of the "Best Managed Companies" by the Wall Street Journal in 2018 and 2019. Please visit the link for additional detail: https://www.businesswire.com/news/home/20191209005496/en/Oshkosh-Corporation-Named-One-of-the-%E2%80%9CBest-Managed-Companies-of-2019%E2%80%9D-by-the-Wall-Street-Journal ISO 14001:2015 Environmental Management System To further solidify and standardize our environmental performance, Pierce Manufacturing and the Airport Products Group are in the first domestically of formalizing an Environmental Management System for our Neenah manufacturing facility in accordance with ISO 14001:2015 for all of Oshkosh Corporation Recognized by RobecoSAM with the Industry Mover Award for critical steps taken to propel corporate sustainability by measuring impact and disclosing results. Oshkosh Corporation has achieved many awards throughout the years. Many of the awards highlight specific subsidiaries such as Pierce and Airport Products. There are many more that have not been incorporated but are incorporated on our websites. We are proud and work hard to maintain these achievements. Refer to "18. TRUE CERTS-ID 1000128616.pdf" in Additional Documents folder for certificate.	
19	What percentage of your sales are to the governmental sector in the past three years	Oshkosh has great relationship with various governmental sectors throughout the organization. We are a publicly traded company therefore the information available does not include specific sales detail.	*
20	What percentage of your sales are to the education sector in the past three years	Pierce and Airport on occasion will sell to education sectors such as Universities, Colleges, High Schools, or Fire schools. The market for our product in this group is limited.	*
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?	Pierce Manufacturing participates in nationwide and state-level contracts. All programs are aligned to offer the best solutions on a consistent platform. Contracts with an asterisk (*) also have contracts held by Airport Products. 1. Sourcewell* 2. H-GAC* 3. NASPO Value Point 4. NPPGov 5. Lamas 6. BuyBoard 7. Florida Sherriff's 8. Ohio State 9. Costars	*
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?	Current GSA (General Services Administration) contract is GS30F021DA	*

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 *	
Knoxville Fire Department	Bobby Palmer	865-595-4474	*
Howell Fire District #3	Louis Memmolo,III	732-905-8530	*
Clark County	Riccardo Terzo	702-455-8341	*
Tampa International Airport	Oren Hanson	813-267-0335	

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 *	
U.S. Army	Government	District of Columbia - DC	Pumpers, rescues, aerals	N/A	N/A	*
U.S. Air Force	Government	District of Columbia - DC	Pumpers, rescues, aerals	N/A	N/A	*
Bureau of Land Management	Government	District of Columbia - DC	Wildland pumpers	N/A	N/A	*
U.S. Navy	Government	District of Columbia - DC	Pumpers, rescues, aerals	N/A	N/A	*
U.S. Marine Corps	Government	District of Columbia - DC	Pumpers, rescues, aerals	N/A	N/A	*

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.	Pierce Manufacturing has an inside sales force that manages a given territory. The support can range from dealers, customer request, trade shows, warranties, specifics support within the bids, managing the sale and configuration. The inside sales folks work with internal Pierce contacts to ensure a successful build and delivery to our preferred dealer network. The Oshkosh Airport Products sales force consists of 2 regional sales managers who are direct employees of Oshkosh Airport Products. Our sales team is committed to the full customer lifecycle, from initial contact throughout the vehicle life. In addition, our internal sales managers coordinate with our Canadian dealership to support the customer relationship. Refer to "25. 26. 27. Directory - Pierce Dealership Territories Map.pdf", "25. 26. Pierce Authorized Dealer_2021_Listing.pdf", "25. ARFF RSM Map Nov 2021.pdf", and "25. Pierce and Airport Internal Contacts Org Chart.pdf" in the Additional Documents folder for more information.	*
26	Dealer network or other distribution methods.	Pierce product is sold via the authorized Pierce Dealer network of 300+ sales representatives that are located across the US and Canada and are backed by the Pierce factory support of 2500+ employees to assist with product, quality, and service. In addition, the sales force is comprised of legacy tenure as well as new generations. Many of our sales representatives came from or are still part of the fire industry in some way. There are Dealers located across the US and Canada that have been assigned territory to provide Sales, Service, and aftermarket support 24/7 365 days of the year. The dealer network has invested in on hand inventory as well as the factory and dedicated aftermarket inventory available online for them to utilize and drop ship to the end customer's location. As previously mentioned, we also partner with MAXIMETAL to support our Canadian customers by being a distributor for MAXIMETAL products. Oshkosh Airport Products sells direct domestically and partners with dealer organizations internationally, including Canada. Refer to "25. 26. 27. Directory - Pierce Dealership Territories Map.pdf" and "25. 26. Pierce Authorized Dealer_2021_Listing.pdf" in the Additional Documents folder for more information.	*

27	Service force.	Pierce and its dealer network offer a wide variety of Aftermarket services to help customers maintain their Pierce branded fire apparatus. 70+ service centers throughout North America are dedicated to servicing Pierce apparatus thru its industry-leading, independently owned & managed dealer network. 20 United States & 3 Canadian dealerships support our wide array of service centers. Pierce authorized service centers offer: • Dedicated Service Professionals • Nearly 250 mobile service vehicles, strategically located throughout North America • Offer scheduled & unscheduled maintenance services • 24/7 access to Pierce Technical Support Hot-Line, • Ability to execute warranty-related repairs, in accordance with the Pierce limited warranty statement. Pierce also offers a full line of spare parts, available for purchase thru its dedicated dealer network. The spare parts warehouse, located in Appleton, Wisconsin, boasts over 100,000 sq. ft. of storage space, all of which supports Pierce fire apparatus. Key facts about the warehouse include: • Dedicated and committed on-hand spare parts inventory • Management of over 100,000 unique spare part numbers (inventory, min/max, pricing, country of origin, etc.) • Same-day & next-day shipping services from UPS, FedEx, and XPO • 24/7 website to locate and check pricing & availability of spare parts by authorized dealer • Tens of thousands of digital photographs & 3D artwork of replacement parts for fast & easy identification Pierce offers a complete set of training classes, for both operators & maintainers, to keep your Pierce apparatus running at peak performance. • Regional & Corporate training events held throughout the calendar year • Instructors with over 100 combined years of Pierce & industry expertise • Innovative "Training Truck"; key technology mounted on stand-alone truck to simulate any key system • Technology training on key components such as Pierce Ultimate Configuration (PUC™) water pumps, TAK-4® independent suspension systems, Husky™ Foam systems, and Command Zone™ III • Operation overview of foam & aerial devices Attached you will find a summary per authorized dealer mobile vehicles and acknowledgment of service technicians along with dealer contact and the territory they cover. Oshkosh Airport Products employs full time Field Service Representatives to provide vehicle in-service, training, and service work. We also rely on support from organizations across the US and have service provider agreements to provide local support to our customers as well. In addition, we are supported through Oshkosh Corporation's training center to provide world-class maintenance and operations training. These trainings are designed specifically for our ARFF products and are available to our dealers and customers alike. Refer to "25. 26. 27. Directory - Pierce Dealership Territories Map.pdf", "27. Pierce Dealer Service & Sales Coverage.pdf", and "27. ARFF Service Providers Map.pdf" in the Additional Documents folder for more information.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	When the customer works with the Pierce authorized dealer they will accept all purchase orders; however, every sale is configured in the Pierce customized truck configurator, Pulse. This sales tool includes the corresponding cooperative procurement option applicable to the sale. This option is used to generate monthly audits that Pierce performs with their dealer network as well as generate the quarterly required reports sent direct to the contracting agency. The authorized Dealer network utilizes the customized apparatus specification software (PULSE) to configure to the customer's expectations and is used internally throughout the supply chain of the order from booking the order to engineer the final product. The tool is supported with internal communication tools such as workflow, Communication Central, online scheduling, Build Status, and a complete Truck Library. This provides our Dealer network a direct link to the factory to accurately communicate details to the end user. Airport Products will be the primary point of contact for sales inquiries, except where we have an authorized dealer. With complexity of ARFF vehicles, our team will work directly with the customer to customize their truck configuration using the base vehicle as a starting point. Options will be added to the base price with the Sourcewell discount. This quotation will be used by the customer to issue a purchase order or contract which will be reviewed by Airport Products and accepted. Airport Products will then be responsible for manufacture of the vehicle.
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	AFTERMARKET PIERCE MODEL Pierce service after the sale is where we truly are set apart from others. The Pierce Dealer network spans across the US and Canada and each have made investment in facilities, inventory, staff, and training. The Dealer is the first point of contact for the customer however all customers can access Pierceparts.com to aid in any

that help your providers meet your stated service goals or promises.

service needs they may have.

TEAM MEMBERS

Pierce Service Brigade

An army of 600 service technicians across the US and Canada.

Certified Master Technicians

We specifically created the Pierce Certified Master Technician program to ensure that our Service Brigade professionals possess the highest level of proficiency with today's sophisticated emergency vehicles, including non-Pierce apparatus.

The Right Attitude and the Right Tools

Our team members take pride in going home at the end of each day knowing they made a difference. The mobile training unit takes Customer Service training to another level and brings training to the customer. This mobile unit has built-in training tools and props that are configurable to the training needs of our customers. It allows the technician to troubleshoot, dismantle, and most importantly, provide the hands-on training customers ask for.

INVENTORY

As the manufacturer, facilities are available in Appleton, WI, Weyauwega, WI, and Bradenton, FL. These facilities are equipped with factory personnel and committed healthy stock of inventory dedicated to service and replacement parts to ensure quick response and minimize down time.

Furthermore, Pierce Manufacturing Inc. houses inventory in a dedicated facility, with a dedicated shipping area that ensures service parts are given priority and extends a customized, Pierce aftermarket website for authorized Dealers to conduct business in real-time.

FACTORY HOURS OF OPERATION

Pierce Manufacturing Inc. and Oshkosh Airport products also maintains a 24 hour/ 7 day a week, toll free emergency hot line and employs a staff of dedicated individuals to troubleshooting and parts support. Pierce Customer Service core hours of operation are Monday – Friday, 7:30 a.m. – 4:00 p.m. CST. We also have Pierce factory technicians on call for after-hours support available 24 hours a day, seven days a week.

PROBLEM IDENTIFICATION & RESOLUTION

As product or service issues are identified by the customer, they are to contact their local Pierce authorized dealer since they are the customer's first point of contact. All issues are documented, resolved, and archived for future reference by the local dealership. If there is an issue that needs elevated assistance, the dealership will contact the Pierce customer service account representative for assistance.

Parts identification is provided to both the dealer and the Fire Department through an on-line web-based application for the specific truck. Access will be granted using the specific VIN number of the vehicle and the online web application provides the ability to view complete bills of materials, digital photographs, parts drawings, assembly drawings, and access to all current operation, maintenance, and service publications. The end user can access this information via the Guest Login.

TECHNICAL SERVICE SUPPORT

Both Pierce and their authorized Dealers can provide both in-house and on-site service for the apparatus along with training per request. Replacement parts and various levels of service after delivery are available from your local Pierce authorized dealer, including but not limited to those shown below:

SERVICE:

Warranty repair for Pierce product line for all items except for those that must be handled directly by an authorized component manufacture such as engine and transmission.

Direct access to Pierce technical support

Routine preventative maintenance

Annual aerial ladder testing

Pump testing

Ground ladder testing

NFPA 1911 annual inspections maintenance and testing

Repairs from small minor issues to major overhauls and many other services

Dealer repair services extend to most other fire and emergency rescue product lines in addition to Pierce Manufacturing

Service provided by EVT, ASE, Pierce and industry specific certified technicians

All Pierce authorized sales and service dealers have access to Pierce's extensive level of technical and customer service support staff

PARTS:

Pierce authorized dealers maintain a large assortment of products supplied with fire

		apparatus. Including, but not limited to, the most commonly required parts and components required for apparatus repair. This level of inventory enables "out of service" time to be kept to a bare minimum. All Pierce authorized sales and service dealers have access to Pierce's extensive level of replacement parts inventory, which is more than \$15M as well as any Pierce required fabrication services. Oshkosh Airport Products partners with Pierce Manufacturing's internal customer support team to provide the same superior service for municipal products with the smaller scale of ARFF products. We maintain a 24 hour/ 7 day a week, toll free emergency hot line with core hours of operation being Monday through Friday, 7:30 a.m. – 4:00 p.m. CST. We also have Pierce factory technicians on call for after-hours support available 24 hours a day, seven days a week via our service support line 1-800-222-6635	
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Pierce Manufacturing Inc has 20 US based authorized dealers, each which has an establishes sales and service infrastructure to support the sale of our whole goods from time of sale through its lifecycle. We are committed to support the customer by educating them in all possible avenue to ensure they know the benefits of Sourcewell. Pierce will be able to support the entire US including Hawaii and Alaska along with Canada regions. Our established dealer network includes assignment for these territories. Airport Products is able and willing to provide our products and services to participating entities in the United States.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Pierce Manufacturing Inc has 3 US based authorized dealers, each which has an establishes sales and service infrastructure to support the sale of our whole goods from time of sale through its lifecycle. Pierce Manufacturing Inc. has three Dealers that cover the Canadian territories – Commercial Emergency Equipment, Safety Source, and L 'Arsenal. Commercial Emergency Equipment is the largest of those exclusive dealers. They cover Western Canada (BC, AB, SK, MB), Ontario, as well as the Northern Territories (YT, NWT, NT). Pierce brands the MAXI Saber custom-chassis fire apparatus which are also marketed in Canada. Pierce is our authorized dealers are in exclusive product partnership since 2016 with MAXIMETAL. Pierce is committed to growing the market in Canada while also providing service support. Airport Products will work in conjunction with our authorized dealer(s), and together we are able and willing to provide our products and services to participating entities in Canada.	*
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 geographic areas in the US or Canada that we will not be fully servicing through the proposed contract. Pierce and Airport Products are proud to provide excellent coverage across the nation. There are no areas throughout US or Canada that we are not able to fully support either through our dealer network or direct coverage through coverage.	*
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?	There are no defined sectors that Pierce or Airport Products would not be willing and able to sell to and extend the after the sale service and support we pride ourselves on.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Pierce and Airport Products is not aware of any specific contract requirements or restrictions that apply to members. Those territories determine what contracts they support and allow to be used.	*

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.	The marketing strategy we have taken with all the awards has begun with marketing to our sales force. The initial launch provides the sales team: • Overview of the contract and what differentiates it from the others • Training and updating internal User Guide/Handbook • Adding the contract option to our custom truck configurator Pulse • Adding the contract to the internal communication portal • Update www.piercemfg.com and www.oshkoshairport.com website with the addition of the new contract • Develop a flyer or FAQ to provide sales reps and customers as a takeaway • Including a Sourcewell purchased truck at Pierce shows. The Sourcewell consortium logo is noted on the configuration that is displayed on the truck. Refer to "35. Pierce Example Marketing.pdf" in the Marketing Plan/Samples folder. Additional marketing brochures available in the Marketing Plan/Samples folder. Please refer to these files for current representative material.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Pierce has a dedicated marketing team that manages our website and social media; we also have 23 Dealers that have established websites and utilize social media platforms such as twitter, Instagram, and Facebook to share messaging. We are able to track engagement and metadata on our followers through these platforms. Not only is our marketing team well versed in looking at industry trends, we also partner with external organizations for a more robust approach to technology. Both Pierce and Airport Products' websites will include award and have a direct link to the Sourcewell website where facts and information can be obtained. Airport Products also utilizes Showpad for organization and distribution of marketing material which is available to our domestic and international sales team. This tool allows us to share information across the globe, including information on available purchasing consortiums. This tool allows users to track customer engagement with the material.
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?	Sourcewell's role in promoting the Fire Apparatus contract is primarily accessibility to customers and/or their procurement officials. Sourcewell's role is to be partner with the awarded vendors and understand the product on the contract so that as a joint effort, end users can be informed and educated on cooperative procurement and how this contract best fits them. This may include training creation, networking at a specific show or dealer location. Cooperative procurement needs to fold into the sales process shortly after introductions. A Sales representative should understand what programs the customer has been a part of and/or what they know about cooperative procurement programs available. That basic understanding is a must have from the onset. This program won't determine what apparatus they buy or what customization they can have – this program provides them the avenue to get what they need through an efficient procurement process. For the Airport direct sales team, all opportunities that are not competitively bid will be provided information on the Sourcewell contract as an avenue for purchase.
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.	We do not offer an e-procurement ordering process due to the complexity of our product. We have determined this platform does not fit in our business model.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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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.	Training is offered in several different ways: • A customer can request factory personnel to provide training and it will be added to the sale or available at a later date. • The dealer may have a training program to offer that introduces the customer to the dealer's support team • The customer may choose to attend regional training classes offered throughout the year. All customers receive a Delivery Orientation class prior to placing the apparatus in service. Other training is often customized to the customer's needs and scheduled around their calendars. Factory and/or Dealer training may include Operation, Maintenance, Foam training, Aerial training, Customer Mechanics, or customizable. On-site training during vehicle in-service is standard. This provides a basic vehicle operations and maintenance overview. This training is consistent with industry standards. Refer to "39. Pierce Training Offerings.pdf" in Additional Documents for more information on Pierce training. We also offer additional training through our Oshkosh Product Training Center. We have two rigorous courses focused on the vehicles chassis and firefighting systems. The cost of additional maintenance or operations courses are not included and schedule and pricing is available on our training website. Specialized training can also be requested and will be quoted at time of request. https://oshkoshcorporation.csod.com/LMS/catalog/Welcome.aspx. Refer to "39. Striker Chassis and Firefighting Maintenance Training Outline.pdf" in Additional Information folder for ARFF training outline.
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40	Describe any technological advances that your proposed products or services offer.	Oshkosh Corporation a leader in innovation and each of our products and technologies is designed with customers and end-users in mind, including advances in electrification, autonomy and active safety and intelligent products. Leveraging the latest in technology for today and tomorrow across the different markets we serve differentiates us and helps us remain market leaders and stay ahead of the competition. Advancing our company into new markets and categories will support continued growth for the company. Through this contract, we offer numerous proprietary features that stand out from others and not limited to: • Electric Vehicles - Pierce Manufacturing and Oshkosh Airport Products have introduced the Volterra™ platform of electric vehicles for the fire and emergency market, with the first municipal truck already in service with the City of Madison, Wisconsin. The Striker® Volterra performance hybrid Aircraft Rescue and Fire Fighting (ARFF) vehicle is available for demonstration, as available, at customer locations. - Refer to "40. Volterra Press Release.pdf" in Additional Documents folder for more information. • Idle Reduction Technology (IRT) - Power NFPA 1901 required devices, user-defined mission critical on-scene loads, and HVAC climate control with the main chassis engine shut down for one hour of run time at 150 amps. Featuring built-in safety interlocks and Pierce Command Zone™ auto-start for battery power monitoring and engine re-start, departments can work more safely and efficiently without a second thought. Pierce Idle Reduction Technology is an option on new apparatus and as an aftermarket solution - Refer to "40. Pierce-Manufacturing-Idle-Reduction-Technology-6-21.pdf" in Additional Documents folder for more information. • Ascendant® class of aerial products – Pierce patented design that offers 107' of vertical reach and 100' of horizontal reach; rated at a 750 lb (dry) / 500 lb (wet) tip load capacity with an additional 100 lb equipment allowance; flow up to 1,500 gpm and is capable of a store front blitz feature as standard. • Pulse - Customized in-house truck configurator that allows us to build to the customer's level of customization • TAK-4® Suspension – offers shorter stopping distance, no brake steer, improved ride quality, and proven technology used by the US military. • Command Zone™ III electronics – provides vehicle reliability, easy serviceability, 5-yr standard warranty • Pierce Ultimate Configuration (PUC™) - Eliminates the pumphouse so you can build your apparatus around your needs and not the pump. It minimizes vehicular space used for fire suppression and maximizes space for equipment while still providing big pump, foam and CAFS capabilities. • Husky™ foam systems - Hydraulic drive powered; Single point, direct injection, flow-based system using digital technology to indicate pump position and a flow meter; a built-in flush system, equipped with an auxiliary foam pick-up; a foam tank refill system is available to fill the foam tank(s) from the ground. • Snozzle® HRET – The Snozzle High Reach Extendible Turret is available in a 50 ft or 65 ft configuration. Our HRET is available on the Oshkosh Striker 4x4, 6x6 and 8x8. • Eco EFP™ Foam Measurement System – Measure foam percentages from every discharge on the vehicle without using foam on the Oshkosh Striker vehicles. Eco EFP measures both the solution and foam flows on the vehicle, and even archives the testing data with a time and date stamp for three years. - Refer to "40. Eco EFP Brochure.pdf" in Additional Documents folder for more information. The Company's advanced design and engineering capabilities have contributed to the development of innovative and/or proprietary, severe-duty components that enhance vehicle performance, reduce manufacturing costs and strengthen customer relationships. The Company's advanced design and engineering capabilities have also allowed it to integrate many of these components across various segments and product lines, which enhances its ability to compete for new business and reduces its costs to manufacture its products compared to manufacturers who simply assemble purchased components. The Company has been a supplier of electric-powered products for more than 20 years and recently launched several new products that leverage zero emissions electrification for mobility across all segments.
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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.	Oshkosh Corporation, including Pierce and its sister segments, have Environmental Policies & Procedures including, but not limited to, an Environmental Protection Policy and an Energy Management Policy. Please refer to our response in question 18 on our recent award achievements as well. Refer to "9. 2020_Sustainability_Report.pdf" in the Financial Strength and Stability folder. Pierce Sustainability Efforts Sustainability is defined as "meeting the needs of the present without compromising the ability of future generations to meet their own needs." Pierce is continuously improving how we make and distribute products. It's about reducing the environmental impact of our products and production, improving workplace conditions, reducing costs, increasing value, and being active in our communities. Pierce has established waste and energy Key Performance Indicators (KPIs) and are developing and implementing plans to meet these goals month over month. KPIs are tracked, recorded, and shared monthly with the teams and our sister segments including Corporate. Oshkosh Corporation conducts internal environmental audits using a third-party environmental auditing tool. These audits are completed on all sites on a rotating basis. Each facility is audited at least once every three years. Pierce is an active member of the Dow Jones Sustainability Index (DJSI). The Dow Jones Sustainability Indices (DJSI) launched in 1999, are a family of indices evaluating the sustainability performance of the largest 2,500 companies listed on the Dow Jones Global Total Stock Market Index. Department of Energy's Better Buildings, Better Plants Program Pierce along with the other Oshkosh segments demonstrate our commitment to improving energy performance by signing a voluntary pledge to reduce our energy intensity by 25% over a ten-year period with the U.S. Department of Energy's Better Buildings, Better Plants Program. Leading manufacturers and industrial-scale energy using organizations implement cost-effective energy efficiency improvements that save energy and improve competitiveness. ISO 14001:2015 Environmental Management System To further solidify and standardize our environmental performance, Pierce Manufacturing and the Airport Products Group are in the process of formalizing an Environmental Management System for our Neenah manufacturing facility in accordance with ISO 14001:2015. Refer to "16. ISO 14001 Oshkosh Airport Products.pdf" in Financial Strength and Stability folder. Community – Goodwill Pierce works with the local Goodwill in many different facets. One is the reuse of our safety glasses. Our friends at Goodwill clean and repack the glasses for reuse at our facilities. It is a cost savings, but most importantly it is helping our community and reducing waste to landfill.
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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.	Pierce Manufacturing has received certifications and awards towards our commitment to energy efficiency, conservation, and sustainability. All certifications and awards are driven through Key performance Indicators (KPIs), auditing and continuous performance throughout the Pierce family and Oshkosh Corporation. Certifications and awards are attached and linked for reference. CERTIFICATIONS: ISO 14001:2015 Certification Our Neenah, WI facility has received the ISO 14001:2015 certification, demonstrating our strong commitment to performance, implementation of a world-class environmental management system, and completion of a rigorous third-party evaluation. TRUE Zero Waste Certification The Total Resource Use and Efficiency (TRUE) Zero Waste certification program, administered by Green Business Certification Inc., provides rigorous third-party certification for zero waste goals. Facilities earn credits toward certification for activities in redesigning processes, reducing waste, reusing materials, and finding solutions other than landfill for waste. Our Neenah, WI facility has achieved TRUE certification at the Gold Level. AWARDS: The advances Pierce has made in sustainable practices thus far have been recognized by numerous agencies, both governmental and private. Additionally, we have obtained certifications and joined programs which serve as pledges to our continuous improvement in sustainability and environmental stewardship. The majority of the awards referenced below you will also find in the table 3 question 18. Energy Efficiency Excellence Award The Energy Efficiency Excellence Award recognizes business participants of Focus on Energy, Wisconsin's statewide energy efficiency and renewable resources program, who have demonstrated an outstanding commitment to reducing energy waste by implementing energy-saving upgrades in their facilities and operations. In 2020, Pierce was honored with this award for our efforts in reducing energy in our products and production. Wisconsin Recycling Excellence Award The Department of Natural Resources recognizes outstanding recycling and waste minimization efforts through its annual Recycling Excellence Award program. Pierce received the Overall Program Award in 2020 for our diverse and extensive waste reduction efforts. GREEN / SUSTAINABILITY: Dow Jones Sustainability Index Our sustainability efforts have been recognized through our inclusion on the Dow Jones Sustainability World Index (DJSI). The DJSI, is a family of best-in-class benchmarks which track the stock performance of the world's leading companies in terms of economic, environmental, and social criteria. 2021 marked the third consecutive year we were named to the Index, highlighting our commitment to sustainable business practices. World's Most Ethical Companies In 2021, we celebrated our sixth consecutive year being named one of the World's Most Ethical Companies by Ethisphere™. The assessment considers over 200 data points on culture, environmental and social practices, ethics and compliance activities, diversity and inclusion, and initiatives to support a strong value chain. Green Masters The Green Masters Program is an assessment and recognition program for Wisconsin businesses interested in improving and being recognized for their sustainability initiatives. 2021 marked the seventh consecutive year we were deemed a Green Master, indicating that we are in the top 20% of companies evaluated.	*
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.	Oshkosh Corporation is a large publicly traded company and does not qualify for diversity certifications. However, as an organization Oshkosh is a member of National Minority Supplier Development Council (NMSDC). At Oshkosh Corporation we are about building, protecting and serving communities throughout the globe. We are committed to working with a diverse supply base that is representative of our customers and the communities we serve. Refer to "43. Oshkosh Supplier Diversity.pdf" in Additional Documents for more information.	*
44	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	Oshkosh Corporation is a trusted partner with over 100 years in business, focused on innovation with the customer in mind. With our work in electrification and intelligent products, we will continue to lead in the specialty truck manufacturing market. Our customers benefit from the size and scale of a large organization yet receive focused attention from our subsidiaries and their respective dealerships. Pierce is a leading manufacturer of customized fire apparatus with a dealer network second to none. The longevity, stability, and family tradition in the fire industry that is threaded throughout our dealer network sets us apart from others. Our partnership with the other segments within the Oshkosh Corporation and the backing of our parent company, Oshkosh Corporation leverages innovation and financial strength. Pierce understands the customer's needs and provides the detail, the commitment, and the follow through long after the apparatus is delivered. Oshkosh Airport Products completes the full products supported by this contract through its Oshkosh Striker ARFF. Airport Products is dedicated to leading the way in technology, product support and customer service in the ARFF market.	*

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?	Yes, Our one-year bumper to bumper warranty covers all product, parts, and labor. Pierce, the "manufacturer", warrants each newly manufactured fire apparatus to the original end user/purchaser of specified periods stated below from the date of delivery. The standard Cab & chassis warranty provides a one-year warranty that warrants against defects in product, workmanship, and/or design. This warranty shall apply provided the vehicle is properly maintained. Nothing contained in this warranty shall make the Manufacturer liable beyond the express limitations hereof, for loss, injury, or damage of any kind to any person or entity resulting defect or failure of the product (except as covered by Product liability insurance). Refer to "45. 01-WA0008 100208 Pierce 1 year.pdf" and "45. Oshkosh 1 Year Basic Vehicle Warranty.pdf" in the Warranty folder for our standard 1 year warranty. The Manufacturer's warranty shall not apply to the following: • Wear items • Normal adjustments and maintenance services. • Failures resulting from the product being operated in a manner not in accordance with the operation manual or for a purpose not recommended by the Manufacturer. • Any product which shall have been repaired, modified, or altered in any way to have been adversely affected the unit's stability or reliability. • Items subjected to misuse, negligence, accident, or improper maintenance. • Loss of time or use of the product, inconvenience, or other incidental expenses. The authorized Pierce dealer manages all warranty issues on behalf of the end customer. The Pierce dealer utilizes an online claim filing system known as One Warranty for claim processing. Pre-approval for a claim or request for credit (post- correction claim) can be filed via the One Warranty system in the event a warrantable failure is found. All Standard and Extended Warranty claims are subject to specific Standard and Extended Warranty guidelines. Specific warranties exist for particular makes, models, chassis, options, etc. for Pierce products. Specific warranty bulletins are provided at time of sale to the end customer. Refer to a sampling of our other warranty statements and manufacturers' statements on engines, transmissions, water pump, etc. in the Warranty folder. A summary of warranty is also available "45. Warranty Overview.pdf".
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We do have some base and extended warranties that have mileage limitations set to them. Limitations varies based on the options of the vehicle. Examples of base warranties are our structural warranties which carry a 100,000-mile limit. Extended warranties carry various mileage limits based on the specific coverage. Paint warranties are prorated based on age of the unit.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	We pride ourselves with the coverage we have across the nation. There are no areas that we do not have coverage throughout US or Canada. Warranty is managed through our Pierce authorized dealers and dealer travel expenses are covered per our established internal One Warranty guidelines. Airport Products warranty is managed through authorized service representatives or our internal resources. Travel expenses are covered per our established internal one Warranty guidelines.
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 Sourcewell participating entities in these regions be provided service for warranty repair?	Pierce prides themselves in the coverage we have across the nation. Pierce requires a certified technician for each area Therefore we are to support all regions throughout US or Canada. Airport Products will provide service through internal or external service representatives.

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?	Major components installed but not manufactured by Pierce or Airport Products are covered under original equipment manufacturer's warranties passed through to end user/customer. These include, but are not limited to, engine, transmission, water pump, ABS, and axles. Component Warranties In some cases, suppliers will offer warranties beyond the Pierce or Airport Products one-year warranty. Warranties provided by individual suppliers other than Pierce or Airport Products apply after the one-year vehicle warranty. The administration of individual supplier warranties, per the supplier, are to be addressed directly with the supplier themselves.	*
50	What are your proposed exchange and return programs and policies?	Pierce offers a return/exchange program for aftermarket parts only to the purchaser (Pierce dealer) and the dealer may extend this and other terms and conditions to the end customer. Aftermarket Parts Warranty Pierce and Airport Products warrants the purchaser that the parts sold by aftermarket be free from defects in product and workmanship for the period of six months from the delivery of the product. This Parts Warranty does not include freight, labor, travel, or markup. It is a part warranty only. Return of Defective Parts If parts used in the repair of an apparatus are required to be returned to Pierce, Dealers will receive notification. Dealers have up to 30 days to return the defective component or the warranty claim will be rejected.	*
51	Describe any service contract options for the items included in your proposal.	Authorized Pierce dealers may offer service contracts for preventative maintenance purposes. No service contracts are included in this proposal.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods.	All sales of Pierce apparatus are sold through the authorized Pierce dealers. Payment terms are Cash on Delivery (COD) or prepayment unless otherwise agreed upon by the Pierce dealer. Oshkosh Airport Products' standard payment terms are net 30 days after delivery of vehicle. Accepted payment methods include check and wire transfer.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	The same logic behind our custom chassis applies to our financial services: Tailor the product to the department, not the other way around. The Company offers two- to fifteen-year municipal lease financing programs to its Fire & Emergency segment customers in the U.S. through the Pierce Financial Solutions program, provided by PNC Equipment Finance. Programs include competitive lease financing rates, creative and flexible finance arrangements and the ease of one-stop shopping for customers' equipment and financing. The Company executes the lease financing transactions through a co-branded arrangement with an independent third-party finance company. The Company typically provides credit support in connection with these financing and leasing arrangements With industry-leading tax-exempt rates, zero documentation fees, flexible payment plans and quick approvals that can bypass voter referendums, we make it easy to get behind the wheel of your new Pierce. Refer to "53. Pierce Financial Solutions Testimonials.pdf" and "53. Financial_Solutions.pdf" in the Additional Documents folder.	*
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.	Pierce has a variation of standard warranty documents. Sample documents are included in the warranty document uploads. No standard transaction documents are being requested to use in connection with an awarded contract. No service contracts are included in this proposal. Authorized Pierce dealers may offer service contracts for preventative maintenance purposes.	*
55	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?	Pierce, Airport Products, and their independent dealers do not find that P-card procurement and payment feasible due to the size and build complexity of our products	*

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 *
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 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.	Combination of line item and percentage discount are provided in an attached PDF document identified as follows • Product Category • Identification ID# • Product Description • List Price • Percentage off per product • Line Item (Contract) Price The Percentage Discount items are also applicable to the unpublished options added to the published base specification with a standard discount off of List contingent on the product.
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.	The pricing presented in this proposal represents a 5.5% discount from Pierce's list price for unpublished options. ARFF products (Airport Products) represents a 7% discount off of list price.
58	Describe any quantity or volume discounts or rebate programs that you offer.	Multi-Unit Purchase Discount: Additional discounts may be available for identical multi-unit purchases. Discount varies dependent upon the number of identical units, the configuration of the units, and will be handled on a case-by-case basis. Pre-Payment Discount Discount amount varies dependent upon apparatus price, delivery schedule, extent of pre-payment, and applicable rate. If elected, payment for the entire contract amount is due within thirty (30) days of contract execution. This deduction is in addition to all other discounts listed above. If this option is elected, final payment for any changes processed during manufacturing is due prior to the unit leaving the factory for delivery. Payment & pricing options: Chassis Progress Payment Discount: Discount of approximately 3% of the custom chassis price is offered if a chassis progress payment is made three (3) months prior to the RFP (ready for pick up from the factory) date. Example: Chassis progress payment in the amount of \$220,714.00 could earn a discount of (\$6,621.00). This discount is not available for Commercial chassis products. Aerial Device Progress Payment Discount: Discount of approximately 2% of the aerial device price is offered if an aerial device progress payment is made two (2) months prior to the RFP (ready for pick up from the factory) date. Example: Aerial device progress payment in the amount of \$310,385.00 could earn a discount of (\$6,207.00).
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.	Sourced or open market items may be provided by the Pierce authorized dealer and would be quoted at time of request.

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.	Pre-Delivery Expenses Dealer provided options can be added to the apparatus contract upon request and will be handled by the Pierce authorized dealer. Dealer provided options can vary depending upon the customer's request and can include but are not limited to the items listed below. Pricing will be provided to each customer upon request and varies by dealership and customer location. - Factory inspection trips - Weekly construction photo progress reports - Orientation DVD specific to your apparatus - Loose Equipment - Engine and or transmission diagnostic software - Loose equipment (open market items) such as but not limited to monitors, hose, intercom system, radio equipment, and rescue tools and equipment - Pre-delivery service consisting of basic fluids and filters - Custom fabrication for tool mounting and communication equipment - Other items as requested by customer and deemed sourced or open market - Delivery - Sales and other taxes, license, handling, or title fees are also not included.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Transportation Expenses Prices quoted in RFP #113021 are FOB Manufacturer's facility. Transportation of the apparatus from the factory to the customer's facility can be added to the contract. In most cases the apparatus is delivered to the Pierce authorized dealer facility in the area for a Pre-Delivery inspection and the installation of any dealer provided options, if applicable. If there is not a Pierce authorized dealer facility near the customer location, the apparatus may be delivered directly to the facility. The cost for this transportation varies dependent upon the type of apparatus and the proximity of your facility to the location of the manufacturer's facility. Delivery is conducted in accordance with DOT regulations. Delivery charges can vary based on the logistic or shipping location and requirements for example, more if flatbed, barge, or container ship transport is required.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and Delivery programs for areas such as Alaska, Hawaii, or any offshore delivery requires coordination of different transit methods. Most often the apparatus is flatbed to the port destination, prepared for ocean transit, and travel to final destination (roll-on/roll off vessel is preferred). This unique shipping and delivery requirements are priced on a case-by-case basis as required. Shipping within the contiguous US states and Canada, shipping is calculated using numerous factors including but not limited to the type of apparatus which impacts permits as well as the distance to destination. Shipping expenses are not included in the base specifications cost.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For ARFF vehicles, due to size and weight restrictions all trucks will be transported via low-boy or flatbed. All required licenses and permits will be obtained prior to shipment.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Pierce will not favor one GPO over another. Therefore, pricing model is consistent across all.

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 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.	Pierce takes pride in upholding the integrity of the programs and contracts we participate in. System software changes have been built to facilitate the information gathered throughout any of our programs to efficiently run reports on demand. These reports are run at a minimum monthly for internal audit purposes and quarterly for contract requirements. All base specifications and additional upgrade options have been created in our customized truck configurator tool, PULSE so that a Dealer can copy that base specification to confirm line-item pricing. Any changes made to the base specification is then controlled and captured in a Change Report that can be validated to honor the Percentage Discount on options added. The process (see additional documents) outline shows that Pierce has a closed-loop process that provide checks and balances for all involved. Our reporting capabilities for other contracts have been noted to be timely, thorough, and accurate. The volume of sales under our consortium programs requires Pierce to have a well-defined and efficient process Awarded contracts are audited on product cost, labor efficiencies, product margin and customer satisfaction. Refer to "Table 13. Question 65 Audit and Administrative Fee.pdf" in Pricing folder.	*
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.	On a monthly basis Pierce will provide the percentage of Sourcewell orders to each authorized dealer in which they can compare to the prior year, this is provided in their monthly dashboards.	*
67	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.)	The Administrative Fee that Pierce will pay to Sourcewell for this proposed contract is aligned with the other contracts awarded to Pierce to create alignment and consistency. That fee will be a flat \$2000.00 USD per customer purchase order or separate 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.	Pierce is offering an array of fire apparatus to meet the customer's needs across the US and Canada, including Hawaii and Alaska. Authorized Pierce dealers may offer service contracts for preventative maintenance purposes. Our product portfolio includes the industry standard categories: Custom and Commercial Pumper products Aerial products, Command, ARFF, Rescue products, Tanker products, and Specialty vehicles. CUSTOM AND COMMERCIAL PUMPER PRODUCTS Pumper products include commercial and custom chassis with varying body sizes, pump rates, water tank capacity, and pump module style. AERIAL PRODUCTS Aerial products include ladders, platforms, and tillers. These provide ladder lengths ranging from 61' – 110'. Selections will include various axle configurations, pumping rates, ladder styles, and material. EMERGENCY RESPONSE VEHICLES - Designed to support the demands of emergency response. Many models fall under this category such as large mobile command, mid-size command vehicle, small mobile command, and cru 22mobile command vehicle. RESCUE PRODUCTS Rescue products will include commercial and custom chassis offerings along with a walk-in or non-walk-in style. The configuration capabilities vary but includes capacity to integrate complex A /V, network and radio systems, air tool systems, breathing air systems with compressors, hydraulic rescue tool systems and winching capabilities, crew seating with storage, and custom fabricated shelves and trays. TANKER PRODUCT Tanker products offer a dual role of water transport and on-the-spot firefighting. Pierce offers Elliptical tankers, Tanker/Pumper models, Dry side and Wet side styles to choose from. Each tanker is custom designed to accommodate the fire department's water, foam and equipment storage needs. Pierce Tankers feature solid, lightweight, corrosion-free polypropylene tanks. The tanks are form-fitted specifically for Pierce vehicles and come with a lifetime warranty. SPECIALTY VEHICLES Specialty vehicles are those unique vehicles that have a purpose in which just one may be needed. Specialty vehicles may range from a mini pumper to a Wildland Type III vehicle or a Industrial Fire Fighting Vehicle. Maxi-Metal Partnership MAXIMETAL PRODUCTS- are distributed in the USA through PIERCE MANUFACTURING and the dealer network under the brand name "CONTENDER BY MAXIMETAL. The "Contender by MAXIMETAL" product line will be submitted by MAXI-METAL for consideration. Aircraft Rescue and Fire Fighting Vehicles (ARFF) – Airport Products offers the Oshkosh Striker 4x4, 6x6 and 8x8 along with the Stinger Q4 RIV (Rapid Intervention Vehicle). The ARFF vehicle will be equipped to meet NFPA 414 requirements with optional equipment and configurations to meet individual airport needs.
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please see question 68 subcategories as they are described. There is also literature included to provide the breath of products we sell, service and support. No service contracts are included in this proposal. Example below of subcategories Category - Emergency Response Vehicles , ARFF, Aerial, Pumper, Rescue, Tanker, Specialty Subcategory - Ladder, Pumpers, Walk In, Pumper Tanker, Wildland, Platforms, Rescue -Pumper, Non Walk-In Dry-side Tanker, Mini-Pumper, Command

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	Offered *	Comments	
70	Firefighting apparatus and service vehicles, of all types, such as: pumper/engine, initial attack, mobile water supply, aerial, quint, special service, mobile foam, command and communications, and purpose-built firefighting or rescue trailers	☒ Yes ☐ No	Frontline leads service on command and communications.	*
71	Wildland fire apparatus, of all types, such as: fire suppression equipment, mobile water supply, and crew carriers	☒ Yes ☐ No	N/A	*
72	Aircraft rescue and firefighting vehicles	☒ Yes ☐ No	Oshkosh Airport Products	*
73	Purpose-built chassis and vehicle components for firefighting apparatus and fire service vehicles	☒ Yes ☐ No	Pierce has a variety of custom built chassis that you will find within the documents	*
74	Equipment, options, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the types described in Lines 70-72 above	☒ Yes ☐ No	Can be open source Offering is only in conjunction with a new order.....	
75	Services related to the offering of the solutions described in Lines 70-74, including installation, customization, remount, refurbishment, inspection, repair, maintenance, training, and support	☒ Yes ☐ No	We are required to provide training of our vehicle per compliance with NFPA. We do provide options within our proposals for this, and extended durations that have added cost associated.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
76	Describe available service and repair options for the equipment and products offered in your proposal.	Pierce Master Technician Program The Pierce Master Technician Program is focused on recognizing service technicians throughout the dealer network for their knowledge and ability to provide expert service on Pierce apparatus. With this tiered level program, a technician can work their way up from having one certification to the level of Master Technician. Active participation in the ASE & EVT programs is encouraged. A Pierce Master Technician must successfully complete the defined core classes dedicated to exclusive Pierce products. A cumulative final exam is taken upon completion of the core classes to obtain a Pierce Master Technician status. Pierce has over a 150 Master Technicians certified.
77	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	Remount and refurbished services are offered however each job is quoted independently from one another. This is required due to the complexity to refurb or remount. Refurb and remount pricing will not be part of this submission however pricing can vary depending on the repair or service needed.
78	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable federal and state requirements.	Pierce fire apparatus are built with pride and dedication to a product that helps save lives. We have many internal quality check points throughout the build process and before the fire apparatus can be delivered it must go through third party testing by Underwriters Laboratories (UL). Pierce contracts with Underwriter's Laboratories to inspect Pierce apparatus for compliance to NFPA standards. Every NFPA 1901 apparatus manufactured in the Appleton facility is reviewed by a UL certified inspector after it is completed. Each apparatus is subjected to a visual inspection of construction and installed components such as chassis, driving and crew compartments, body compartments, steps, warning lights, reflective trim, warning, and instructional labels, etc. The inspection checklist, based on apparatus type, may have over 100 items to check. Once the UL inspection is complete a certification of NFPA compliance is provided to the customer upon delivery of their fire apparatus. Oshkosh ARFF products comply with latest edition of NFPA 414 and the Federal Aviation Administration Advisory Circular (AC) 150/5110-10E.
79	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	CERTIFIED: UL/ULC NFPA 1901 UL Certification & UL Canada (ULC) Certification Pierce is the first fire apparatus manufacturer to be both 3rd party certified to NFPA 1901-2009 edition and ULC listed to Canada ULC-S515-04 standard by Underwriters Laboratories. Stages of testing include road, pump, weight, brake, performance and aerial application. All products must pass all tests before a truck is released into Canada. This commitment to quality applies to trucks sold in the U.S. as well. All chassis' comply with Canadian Motor Vehicle Safety Standards CMVSS. Oshkosh ARFF products comply with latest edition of NFPA 414 and the Federal Aviation Administration Advisory Circular (AC) 150/5110-10E. We will work with the customer on specific Canadian requirements to ensure compliance as needed.

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](#) - Table 12. Pricing.zip - Tuesday November 30, 2021 15:16:30
 - [Financial Strength and Stability](#) - Table 2. Financial Strength and Stability.zip - Tuesday November 30, 2021 14:31:23
 - [Marketing Plan/Samples](#) - Table 7. Marketing Plan.Samples.zip - Tuesday November 30, 2021 13:40:24
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Table 9. Warranty Information.zip - Tuesday November 30, 2021 13:41:02
 - [Standard Transaction Document Samples](#) - SALES_TEMPLATE_Sales Proposal Order Form .pdf - Tuesday November 30, 2021 13:43:12
 - [Upload Additional Document](#) - Additional Documents.zip - Tuesday November 30, 2021 16:02:10

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. - Michelle Swokowski, Sales Operations Manager, Oshkosh Corporation/ Pierce Manufacturing/ Oshkosh Airport Products

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_4_Fire_Apparatus_RFP_113021 Sat November 20 2021 12:53 PM	☒	5
Addendum_3_Fire_Apparatus_RFP_113021 Thu November 11 2021 02:09 PM	☒	1
Addendum_2_Fire_Apparatus_RFP_113021 Fri October 29 2021 09:20 AM	☒	1
Addendum_1_Fire_Apparatus_RFP_113021 Fri October 29 2021 09:20 AM	☒	1

Dealership	Principal	Region	HQ Phone	HQ Address	City	State	Zip	State coverage
Allegiance Fire and Rescue	Justin Fink Bill O'Connor Michael Sirignano	Northeast	508-668-3112	2181 Providence Hwy	Walpole	MA	02081	MA, ME, NH, RI, VT
Atlantic Emergency Solutions, Inc.	Joseph Pack	Mid-Atlantic	703-393-9911	12351 Randolph Ridge Lane	Manassas	VA	20109	DE, KY, OH, MD, NC, WV, VA
Conrad Fire Equipment Inc.	Sal Monteleone Karl Schultz Joe Schultz	Central	913-780-5521	19922 W. 162nd St.	Olathe	KS	66062	KS, OK
Emergency Equipment Professionals, Inc.	Jeff Kuntz	Central	662-280-4729	PO BOX 1739	Southaven	MS	38671	AL, MS
Fire Apparatus & Equipment, Inc.	Leslie Niles	Midwest	920-574-3410	5793 W. Grande Market Dr. Suite C	Appleton	WI	54913	WI
Fire & Safety Services Ltd.	Dave Russell	Mid-Atlantic	800-400-8017	200 Ryan Street	South Plainfield	NJ	07080	NJ
Firematic Supply Co., Inc.	Mike Hanratty Peter Hanratty	Northeast	631-924-3181	PO BOX 187	Yaphank	NY	11980-0187	CT, NY
Front Range Fire Apparatus, Ltd.	Duane Doucette	West	303-449-9911	7600 Miller Court	Longmont	CO	80504	CO, WY
Glick Fire Equipment Co., Inc.	Amy Switzer Jodi Mohn	Mid-Atlantic	717-299-4120	PO BOX 69	Smoketown	PA	17576-0069	PA
Golden State Fire Apparatus, Inc.	Ryan Wright Daron Wright	West	916-330-1638	7400 Reese Road	Sacramento	CA	95828	CA
Halt Fire Inc.	Todd Lincoln	Northeast	248-669-0800	50168 West Pontiac Trail, Unit 5	Wixom	MI	48393	MI
Hughes Fire Equipment Inc.	Rex Hughes Michael Duyck	West	541-747-0072	910 Shelley Street	Springfield	OR	97477	AK, AZ, HI, ID, NV, MT, OR, WA
MacQueen Emergency Group	Daniel Gage	Central	651-645-5726	1125 7th St. E	St. Paul	MN	55106	IL, IN, MN, MO, ND, NE, SD
Reliant Fire Apparatus, Inc.	Bryan Krueger Brett Krueger Jason Krueger	Central	262-297-5020	880 Enterprise Drive PO BOX 470	Slinger	WI	53086	IA, WI
Siddons-Martin Emergency Group, LLC	Pat Siddons Leon Martin Jr	West	800-784-6806	1362 East Richey Rd.	Houston	TX	77073	AR, LA, NM, NV, TN, TX, UT
South Coast Fire Equip, Inc.	Kevin Newell	West	909-673-9900	3150 Palisades Dr.	Corona	CA	92878	CA
Spartan Fire & Emergency Apparatus	Robert Fore IV	Mid-Atlantic	864-582-2376	319 Southport Road	Roebuck	SC	29376	SC
Ten-8 Fire & Safety, LLC	Keith Chapman	Central	941-756-7779	2904 59th Ave. East	Bradenton	FL	34203-5312	FL, GA
*Commercial Emergency Equipment	Morgan Mackay	Canada	418-228-6294 x249	591 Chester Road	Delta	BC	V3M 6G7	AB, BC, MB, SK, NT, NWT, YT
*L'Arsenal	Marc-Andre Lemaire Louis-David Lemaire	Canada	418-228-6294 x249	2250 Andre C. Hamel	Drummondville	QC	J2C8B1	Quebec
*Safety Source Fire Inc.	Calvin Ripley Ross Henderson	Canada	418-228-6294 x249	121 Ilsley Ave. Unit 4	Dartmouth	NS	B3B1S4	NB, NL, NS, PE



Public Services Department Recreation Division

Memorandum

Date: July 14, 2025
To: Mayor and Board of Commissioners
Through: Charles Rudd, City Manager
Thomas Kiger, Public Services Director
From: Jamie Taylor, Recreation Superintendent
Subject: Joint Use Agreement Renewals with Pinellas County School District

Recommendation

Approve the two joint use agreements with Pinellas County School District.

Background

In 1989, the School Board of Pinellas County (Board) and the City of Tarpon Springs (City) entered into a Joint-Use-of-Facilities Agreement which enables the Board and the City to use each other's facilities without separate leases, while maintaining insurance coverage, cost - recovery when applicable and documentation of use.

The agreement is for five (5) years under the same terms and conditions with the written approval of the City and the Superintendent of Schools.

The continuation of this agreement is in the best interests of the city and the school district, as it provides a variety of facilities for the children of the Tarpon Springs area.

A separate parking lot use agreement has been reviewed and approved by City Attorney Salzman for use of the parking lot adjacent to the recycling drop-off location for the Yard Waste Facility. The previous agreement expired in 2020, presumably due to Covid-19 pandemic, but usage has continued. Both agreements have been reviewed and approved by the city attorney.

A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, by and between the CITY OF TARPON SPRINGS, FLORIDA, a municipal corporation, herein referred to as City, and THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, herein referred to as Board;

W I T N E S S E T H:

WHEREAS, the Board desires the use of various City-owned recreational facilities for its physical education classes and other athletic and educational programs; and

WHEREAS, the City desires the use of various school facilities owned by the Board for recreational programs, public meetings and other City related programs; and

WHEREAS, the City and Board are each willing to allow one another the use of their respective facilities for such purposes on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the Board and City mutually agree as follows:

1. Term. The term of this Agreement will be for a period of five (5) years beginning June 23, 2025, and ending June 22, 2030. This Agreement may be extended for additional five-year periods under the same terms and conditions set forth herein, with written agreement and approval by the Superintendent and City, or their designees.

2. Scheduling Uses. The reciprocal use of the parties' facilities will be scheduled so as not to conflict with the other parties' use of such facilities. In scheduling the use of the respective facilities, the parties will use a Facility Use Authorization Form, a sample of which is attached as Exhibit A, which will be prepared by the Board's Real Estate department and

executed by the Superintendent and the City Manager, or their designees. The Facility Use Authorization Form will specify the conditions of use including the dates, times, contact names, costs, and special conditions applicable to such use. Outdoor Board or City facilities may be used without cost except for lighting, personnel or other reimbursable costs. Interior, short-term uses of Board or City facilities are permitted without cost if appropriate staff is already scheduled to be on duty. Interior, long-term uses of Board or City facilities may require payment of direct costs, such as utility and personnel costs. The Board and the City will not charge each other when the direct costs are less than fifty (\$50) dollars.

3. Return Condition of Facility. The parties agree to maintain the facilities used and the surrounding area in a clean and sanitary condition after use by their employees, agents, volunteers, or invitees.

4. Supervision of Programs. Each party will provide its own personnel for the supervision of the programs it conducts.

5. Restriction of Use. The parties agree that the facilities will not be used by private parties, organizations, or business enterprises for profit unless specifically approved by the Superintendent of Schools and the City Manager, or their respective designees. The Board and City further agree to make no unlawful, improper or offensive use of the facilities. All persons using facilities owned by the Board will abide by all Board policies, including provisions prohibiting all uses of tobacco, including cigars, cigarettes, pipe tobacco, chewing tobacco, snuff, any other substance or product that contains tobacco or nicotine, as well as any uses of electronic cigarette/cigar or any other product designed or manufactured to imitate any of the products mentioned herein regardless of whether it contains tobacco or nicotine on Board property. All persons using facilities owned by the City will abide by all City ordinances.

6. Liability. The City and Board shall be liable for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, in the performance of this Agreement; provided, however, that the City's and Board's liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this Agreement.

7. Assignment and Inspection. The parties' rights under this Agreement may not be assigned or otherwise transferred, sublet or sublicensed without prior written consent of the other party. The Board and City agree that each party and its officers, agents, and servants will have the right to enter and inspect the subject facilities and the operation being conducted thereon at reasonable times.

8. Termination. This Agreement will remain in effect unless terminated by either party as follows:

a) Upon breach of this Agreement by a party, the other party may terminate this Agreement immediately upon written notice of default and termination specifying the nature of the breach. In the event the breach is one capable of cure, the written notice of default and termination shall provide the breaching party an opportunity to cure the default within (5) days from receipt of said notice. If the default is not cured within five (5) days from receipt, this Agreement will terminate without further notice.

b) Either party may terminate this Agreement by giving written notice to the other party that the Agreement will terminate thirty (30) days from the receipt of said notice by the other party.

9. Headings. The headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of the Agreement or any part hereof, or in any way affect the same, or construe any provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

CITY OF TARPON SPRINGS,
FLORIDA

City Manager

By: _____
Mayor

Approved as to Form:

Office of City Attorney

ATTEST:

THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA

Superintendent

By: _____
Chairperson

Approved as to Form:

Office of School Board Attorney

Exhibit "A"

FACILITY USE AUTHORIZATION FORM

Date: Effective date
To: Agency
Subject: Facility Use Request under the Agreement Between the School Board
of Pinellas County and City of Tarpon Springs effective 6/23/2020 (5 yrs)

Requestor:
Description of Use:
Facility(ies): **SAMPLE – Note: This form will be completed by Real Estate & Concurrency
Services and submitted for signatures.**

Dates & Times:
Supervision By:

Coordinator (& Phone #) for School Board:
Coordinator (& Phone #) for Agency:

The following estimated costs will be incurred as a result of the said use:

Wages: \$
Direct Costs \$ **000.00**
Other (List) \$
\$ _____

Total **\$ 000.00**

The facility owner/representative _____ will invoice _____ for the above-described costs, which may vary if the actual use of facilities differs from that shown above. This form, when executed by the authorized representative for the School Board and the authorized agency representative, will be authorization to use the above described facility on the dates and times set forth herein. This additional use is granted under the terms and conditions of the above said Agreement.

Additional conditions, if any:

City of Tarpon Springs

School Board of Pinellas County, Florida

Authorized Representative Date
for Agency

Authorized Representative Date
for School Board
11111 S. Belcher Rd., Largo, FL 33773

With copies to: Superintendent of Schools
Director, Accounting
Director, Auditing
Associate Superintendent (Region II-V)
School Representative
School Bookkeeper
Agency Representative

RPC #



Mission:

"Educate and prepare each student for college, career and life."

June 23, 2025

Mayor John Koulianos
410 N Ring Avenue
Tarpon Springs, FL 34695

RE: Renewal of the Joint-Use-of-Facilities Agreement Between the City of Tarpon Springs and the School Board of Pinellas County

Dear Mayor Koulianos:

In 1989, the School Board of Pinellas County (Board) and the City of Tarpon Springs (City) entered into a Joint-Use-of-Facilities Agreement which enables the Board and the City to use each other's facilities without separate leases, while maintaining insurance coverage, cost -recovery when applicable and documentation of use.

The agreement is for a period of five (5) years under the same terms and conditions with the written approval of the City and the Superintendent of Schools.

We feel that the continuation of this agreement is in the best interest of the city and the school district, as it provides a greater variety of facilities for the children of the Tarpon Springs area. I am, therefore, recommending the renewal of this agreement for a period of five (5) years, beginning June 23, 2025, and ending June 22, 2030.

You may confirm the City's intent to renew this agreement by signing and returning a copy of this letter to Lutricia "Trish" Johnson, Real Estate Department, Walter Pownall Service Center, 11111 S. Belcher Road, Largo, FL 33773, who manages joint-use-of-facility agreements for the school district.

I look forward to working with you and your staff during the coming year.

Sincerely,

Kevin K. Hendrick
Superintendent

John Koulianos, Mayor
City of Tarpon Springs

c: Director, Accounting
Director, Auditing
Ashley Harter, City of Tarpon Springs-Special Events & Volunteer Coordinator

Approved as to form: *David K. [Signature]*
School Board Attorney

The School Board of Pinellas County, Florida, prohibits any and all forms of discrimination and harassment based on race, color, sex, religion, national origin, marital status, age, sexual orientation or disability in any of its programs, services or activities.

WALTER POWNALL SERVICE CENTER
11111 S Belcher Road
Largo, FL 33773
(727) 547-7100

SCHOOL BOARD OF
PINELLAS COUNTY, FLORIDA
Chairperson
Laura Hine

Vice Chairperson
Caprice Edmond

Katie Blaxberg
Lisa N. Cane
Eileen M. Long
Stephanie Meyer
Dawn M. Peters

Superintendent
Kevin K. Hendrick

PARKING LOT JOINT USE AGREEMENT

This Agreement made and entered into this _____ day of _____ 2025, by and between the City of Tarpon Springs, Florida, a municipal corporation, herein referred to as the "City" and the School Board of Pinellas County, Florida, herein referred to as the "Board".

WITNESSETH:

WHEREAS, the Board owns and operates the Tarpon Springs Fundamental Elementary School and a Board School Bus Facility, located at E. Harrison Street and Levis Avenue Extension, herein referred to as the "Board Property;" and

WHEREAS, the City and the Board entered into an agreement August 23, 1995, to permit the City to use an approximately 23-foot x 340-foot green space of the eastern portion of the Board Property to improve the City's Ed Dorsett Park, herein referred to as the "Park;" and

WHEREAS, the Board uses additional parking space on the City's Park property to accommodate School District employee parking; and

WHEREAS, the City and Board are each willing to cooperate in providing shared access and parking.

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable considerations, the City and the Board agree to the use of their respective property under the following recitals, terms and conditions:

1. The term of this Agreement shall be for a period of five (5) years commencing August 23, 2025, and ending August 22, 2030.
2. The Board constructed, at the Board's expense, a shared-use parking lot with 108 parking spaces on City property, as shown on Exhibit "A".
 - a) The Board paid a one-time cost for installation of poles and netting along the north side of the parking lot to help prevent baseballs/softballs from hitting cars parking in the lot. The city will be responsible for maintenance, repair and replacement of the poles and netting.
3. The Board will have exclusive use of the shared-use parking lot on school days until 5:00 p.m. Board staff designees may request parking for school special events at other dates and times, subject to pre-approval by City staff designees. It is the intent of this Agreement, notwithstanding the exclusive hours aforementioned in this paragraph that the parties attempt to accommodate the parking needs of each other that may arise due to special events or extended hours.

4. The city will maintain, and repair when needed, the shared-use parking lot, as shown on Exhibit "A". The City's maintenance includes, but is not limited to, paved areas, signage, parking stops/bumpers and landscaping within and immediately adjacent to the shared-use parking lot.

5. The City and Board shall be liable for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, in the performance of this Agreement; provided, however, that the City's and Board's liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this Agreement.

6. Neither the City nor the Board may assign this Agreement or any of its rights hereunder, nor permit others to use the facilities or any part thereof without the written consent of the other party.

7. This Agreement will remain in effect unless terminated by either party as follows:

a) Upon breach of this Agreement by a party, the other party may terminate this Agreement immediately upon written notice of default and termination specifying the nature of the breach. In the event the breach is one capable of cure, the written notice of default and termination shall provide the breaching party an opportunity to cure the default within five (5) days from receipt of said notice. If the default is not cured within the five (5) days from receipt, this Agreement will terminate without further notice.

b) Either party may terminate this Agreement by giving written notice to the other party that the Agreement will terminate thirty (30) days from the receipt of said notice by the other party.

8. In the event of questions arising under this Agreement the questions will be settled in writing between the City Manager, Superintendent of Schools or their respective designees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written.

CITY OF TARPON SPRINGS, FLORIDA

Mayor

Approved as to form:

Attest

City Attorney

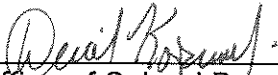
City Manager

THE SCHOOL BOARD OF
PINELLAS COUNTY, FLORIDA

Chairperson

Approved as to form:

Attest:



Office of School Board Attorney

Superintendent



Memorandum

Date: July 22, 2025
To: Mayor and Board of Commissioners
Through: Charles Rudd, City Manager
From: Tabatha Adkins, Human Resources Director
Subject: Ratification of Cultural & Civic Services Director

Recommendation:

Pursuant to City Charter, Section 16(1)(b) of the City Charter, I hereby submit my appointment of Brandon Groc to the position of Cultural & Civic Services Director for ratification by the Board of Commissioners. This position is a wage grade 28 with a salary range of \$88,976 to \$146,839.

Background:

Mr. Groc has over ten years of management experience in the entertainment industry plus a Master of Public Administration. Since 2021 he has proven himself as a true asset to the City in his role as the Tarpon Arts Manager.

Terms of offer include:

- Salary adjustment from \$81,254 to \$95,617 effective August 7, 2025
- All other terms and conditions of employment, including benefits, will remain as outlined in the original employment offer and governed by City policies and procedures.

I highly recommend Mr. Groc for this position and look forward to his future contributions.

Funding

Budgeted through the Cultural & Service Director

Strategic Plan Objective:

N/A

BRANDON GROC

727-637-8183 | bgroc@ctsfl.us | 1711 Swamp Rose Ln. Trinity, FL 34655

CAREER SUMMARY

Results-oriented leader with over 15 years of experience managing entertainment venues, museums, and special events. Specialized skills set in venue/event operations, including programming, curating, stage production, marketing, budgeting, and staff management. Proven track record of driving revenue, developing community partnerships, and creating operational efficiency with a strong background in grant writing, sponsorship management, and cross-departmental collaboration.

WORK EXPERIENCE

Marketing Operations Manager | Tarpon Arts (City of Tarpon Springs) 2021- Present

- **Key Wins:** \$1Million+ in gross revenue and 40K+ tickets sold over 4 seasons, \$145,000+ in grant awards, 4 consecutive profitable performing arts seasons, Major renovations at Heritage Museum & Cultural Center, launch of permanent Christopher Still Exhibit at Heritage Museum.
- Work closely with the Department Director to strategize & surpass department goals and directives.
- Lead programming and marketing operations at four key City owned cultural venues – Heritage Museum, Cultural Center, Safford House Museum, and Performing Arts Center.
- Oversee day-to-day operations, including ticket and museum sales, marketing, community outreach, building maintenance, membership and volunteer programs, and staff management.
- Responsible for departmental revenue generation through ticket sales, membership sales, grant writing, and sponsorship acquisition.
- Manage social media platforms and websites for Tarpon Arts, develop engaging content, monitor analytics, and ensure consistent messaging across channels to enhance community engagement and promote special events, exhibitions, and general programming.
- Collaborate on City Marketing campaigns to drive destination tourism and increase regional awareness of Tarpon Springs in the Tampa Bay area.

Entertainment Manager | Ruth Eckerd Hall (Clearwater, FL) 2014 - 2021

- Managed artist negotiations & booking, offer creation, contract review, and budgeting for over 300 live performances annually across multiple venues (Ruth Eckerd Hall, Capitol Theatre, Murray Theatre, etc).
- Developed and executed comprehensive marketing strategies for promoted events, ensuring effective use of sales channels to maximize attendance.
- Analyzed audience data to optimize ticket sales, identify trends, and improve future performance marketing strategies.
- Advanced and coordinated performance details with tour management and event production staff for all events to ensure smooth execution of live performances.
- Settle artist payments and expenses with tour accountants after completion of each event and liaise with internal finance staff to track P/L and ancillary revenue.

Event Operations Manager | Ruth Eckerd Hall (Clearwater, FL) 2011 - 2013

- Oversight and management of facility maintenance, technical operations, and security for all events at Ruth Eckerd Hall, Capitol Theatre, Murray theatre and off-site events - total staff of approx. 45 part-time staff members and 6 full-time supervisors.
- Booked and managed all rental events for Ruth Eckerd Hall, Capitol Theatre and Murray Theatre. Working with clients to ensure all events stayed within budget and exceeded expectations.

- In unison with architectural and construction team, participated in overseeing the completion of 8-million-dollar renovation to the Historic Capitol Theatre originally built in 1921 (owned and operated by Ruth Eckerd Hall, Inc.).

Security & Safety Manager | Ruth Eckerd Hall (Clearwater, FL) 2009 – 2011

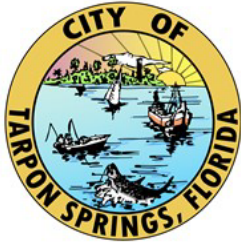
- Identify and mitigate all potential safety risks to artists, staff, and patrons.
- Implemented a 40-hour training system for all new security guards - creating a shared knowledge base and consistency among the team of over 35 event security guards.
- Developed first Business Continuity Hurricane Preparedness plans in REH, Inc. history.
- Trained over 60 staff members in First Aid, AED, and CPR response & collaborated with insurance liaison to identify workplace safety initiatives then implementing them to lower annual insurance premium.

EDUCATION

- Master of Public Administration | Barry University (Miami Shores, FL) Graduated Dec. 2012
- Bachelor of Public Safety Administration | St. Petersburg College (Pinellas County, FL) Graduated May 2009

PROFESSIONAL DEVELOPMENT & MEMBERSHIP

Leepa-Rattner Museum of Art - Advisory Board Member
 Association of Performing Arts Professionals - Member
 Florida Professional Presenters Consortium – Member
 Florida Public Art Professionals – Member
 Florida Association of Museums – Member



Memorandum

Date: July 22, 2025
To: Mayor and Board of Commissioners
Through: Charles Rudd, City Manager
From: Tabatha Adkins, Human Resources Director
Subject: Ratification of Public Works Director

Recommendation:

Pursuant to City Charter, Section 16(1)(b) of the City Charter, I hereby submit my appointment of Christopher Cotta to the position of Public Works Director for ratification by the Board of Commissioners. This position is a wage grade 27 with a salary range of \$84,739 to \$139,847.

Background:

Mr. Cotta is currently the Public Works Director for a coastal community in Alaska; he has served in this position for seven years. Before this position he was the Assistant Director in the same community for ten years. He is originally from Florida and looking forward to moving back to the warmer climate.

Terms of offer include:

- Start Date: August 18, 2025
- Salary: \$125,000
- Relocation reimbursement: up to \$3,000
- Interview travel reimbursement: up to \$2,000

I highly recommend Mr. Cotta for this position and look forward to his future contributions.

Funding

Budgeted through the Public Works Department

Strategic Plan Objective: N/A

Chris Cotta

P.O. Box 1772 / 610 Rambler Street
Petersburg, AK 99833
(907)518-9050
chriscotta73@gmail.com

May 5, 2025

City of Tarpon Springs, Florida
Attn: Human Resources Dept
Re: Public Works Director Opportunity

In perusing online job listings I saw that the City of Tarpon Springs is looking for a Public Works Director. I currently serve as the Public Works Director for the island community of Petersburg, Alaska and have held this position since 2018. Prior to my time as Public Works Director, I served as Petersburg's Assistant Public Works Director for 10 years from 2008 to 2018. Petersburg is a commercial fishing community with a strong maritime heritage, and everything we do here – work or play - is connected to the ocean in some way. Tarpon Springs is also oriented around the ocean and this is a big reason why I feel your community might be a good fit for someone with my skills and background.

Although much of my work experience is in Southeast Alaska, I am originally from Florida and lived there for many years prior to moving north. Petersburg is an amazing place and I have enjoyed my time here, however I am looking to relocate back to Florida to be closer to friends and family and once again enjoy the warm subtropical climate of my native state. Before moving to Alaska, I lived in Tampa for 5 years and spent as much time as possible at nearby beachside towns, so I am familiar with the Tarpon Springs area and feel it would be a great place to get re-established in Florida after many years away.

In my current role as Public Works Director for Petersburg Borough, I am responsible for the Borough's Water and Wastewater Utilities, Streets, Motor Pool, Sanitation, and Building Maintenance. My experience in Sanitation includes leadership of a regional solid waste organization, the Southeast Alaska Solid Waste Authority (SEASWA). I enjoy building teams and relationships and am comfortable dealing with political leadership from local elected officials up to those at the federal level. I feel my experience in public leadership roles would be a great addition to your organization and am excited to learn more about the Public Works Director position.

I've submitted my application online and will follow up via phone soon. I look forward to discussing this opportunity with you further in the near future!

Sincerely,



Chris Cotta

Christopher Cotta

610 Rambler Street
Petersburg, AK 99833
(907)518-9050

chriscotta73@gmail.com

Petersburg Borough Public Works Director

PROFILE

Versatile manager with over 20 years of supervisory experience, the last 16 years working for Petersburg Borough. Exhibits drive and focus to successfully conduct Borough operations and complete Borough projects while emphasizing fiscal restraint and quality control. Displays initiative for challenging tasks and enjoys learning new skills. Recognized for problem-solving in complex situations. Demonstrates excellent communication skills with a focus on fair, professional service to the public.

EXPERIENCE

Petersburg Borough – Public Works Director

March 2018 – Present

- Manages 6 Borough Departments: Streets, Sanitation, Motor Pool, Water, Wastewater and Building Maintenance, with a combined operating budget of \$9M
- Works collaboratively with US Forest Service and State of Alaska Department of Natural Resources to co-manage state recreation areas and boat launches on Mitkof Island, including: Greens Camp, Wilson Creek Access Site, Banana Point Boat Launch, and Blaquiere Point Boat Launch
- Oversees maintenance and improvements at Petersburg Shooting Range (facilities owned by Borough, operated and managed by Petersburg Rod & Gun Club)
- Extensive knowledge of Public Works daily operations and seasonal activities, with over 16 years of experience in the department in management roles
- Develops, prepares, and presents annual operating and capital budgets for all Public Works Departments
- Manages personnel – 21 staff total, including 6 department supervisors as well as an Assistant Director and administrative/office staff
- Facilitates periodic rate studies as needed for the Sanitation, Water and Wastewater departments. Performs annual rate evaluation for the Motor Pool department and adjusts according to need
- Works collaboratively with departmental staff, other department heads, and Borough administration to plan and conduct programs and projects, and implement policy and municipal code changes as needed

- Coordinates with local, state and federal agencies as needed for licensing, operations and project permitting
- Serves as Project Manager for Public Works capital projects of all sizes
- Long term board member and currently Chair of the Southeast Alaska Solid Waste Authority (SEASWA)

Petersburg Borough - Assistant Public Works Director

July 2008 – March 2018

- Duties substantially similar to the Director position, but in a supporting role

Borough Project Management Experience Examples (not a complete list, further details/examples upon request)

- **Tour Ship Dock Improvements** (2009-2010) Project Manager during construction phase of this \$1.2M port facility improvements project.
- **Campground and Recreation Area Improvements** (2009 – Present) Have served as project manager for several campground and recreation area improvement projects on Mitkof Island. These include boat launch and breakwater improvements; campground rehabilitation; and road rehabilitation. All of this work is in wetland areas so requires extensive coordination with the Army Corps of Engineers and other permitting agencies. These projects are generally smaller (\$100K or less) but often highly collaborative and jointly undertaken with other agencies such as the local tribe (Petersburg Indian Association), US Forest Service, and Alaska Department of Natural Resources.
- **Pump Station 1 Force Main Upgrade** (2015-16) Worked collaboratively with Wastewater staff, consultant DOWL Engineers, and the Alaska Department of Transportation (ADOT) to design and construct this multi-phase, \$2.4M wastewater infrastructure project. Two pump stations were rehabilitated, over 1900' of force main installed and 1500' of gravity main replaced. South Sing Lee Alley was also repaved and had sidewalks replaced during this project.
- **Sanitation Baler Replacement** (2019) Developed plans and specifications, solicited proposals and selected a preferred supplier/contractor for the Borough's new solid waste baler. Served as Project Manager for the construction phase which included a combination of Streets, Sanitation, and contractor personnel.
- **Motor Pool Building Fire Repairs** (2021) Supervised fire cleanup response and worked with the Borough's insurer to investigate the fire, design and contract building repairs, and finalize the insurance claim for all damages. Project value \$1.2M.
- **Public Works Shop Yard Culvert Replacement Project** (2022) Supervised the department's emergency response after an existing 5' diameter culvert failed during a winter storm, causing a landslide. Obtained FEMA grant funding to pay for the emergency response and mitigation work. As Project Manager, worked with Harai & Associates to develop the

repair design and coordinated with ADF&G and the Corps of Engineers to permit and construct the new 10' diameter culvert which was located on an anadromous fish stream and nearby wetlands. FEMA reimbursed the project design and construction cost and the Borough's emergency response expenses, which together totaled just under \$1M.

- **Pump Station 4 and Force Main Upgrade** (Currently in construction) Serving as the Borough's Project Manager for this \$3.3M wastewater pump station and force main upgrade project. Includes development of a new road corridor to carry the relocated force main and a new pump station to replace the existing station.

BTENA/EMCOR Group, Tampa, FL - *Chief Building Engineer*

June 2001 - July 2002

- Managed construction, maintenance, security and cleaning operations at the SouthTrust Plaza Building in downtown Tampa - a Class A high-rise with 280,000 square feet of occupied space, 19 floors and a 6-story attached parking garage. Supervised a crew of 4 including a building engineer, porter, and 2 full time security personnel. Coordinated construction and maintenance activities with building personnel, contractors, tenants and city authorities. Managed or co-managed projects totaling \$3,000,000 in mechanical and interior upgrades.

CB Richard Ellis Property Management, Tampa, FL- *Chief Building Engineer*

July 1999 - June 2001

- Supervised maintenance, construction and cleaning operations at Kennedy Center and President's Plaza One - office complexes in Tampa totaling 200,000 square feet. Managed capital projects for both properties, including \$450,000 in HVAC upgrades.

OTHER WORK EXPERIENCE

- Small Business Owner, Mitkof Maintenance (residential and commercial appliance repair), 2006-2016
- Fleet Refrigeration, Service Manager, 2007-2008
- Rocky's Marine, Mechanic, Parts & Warranty Manager, 2002-2007

EDUCATION & AWARDS

St. Leo College (St. Leo, FL): Business Administration. Classes included Accounting I & II, Business Law. 3.9 GPA. Attended 2001-2002.

Hillsborough Community College (Tampa, FL): Business Administration. Classes included Business Calculus and Public Speaking. 4.0 GPA. Attended 1999-2000.

Florida Hospital College (Orlando, FL): Pre-med, Full Academic Scholarship. Attended 1992-1993.

Forest Lake Academy (Apopka, FL): National Honor Society and Valedictorian - Class of '92.

TRAINING & CERTIFICATIONS

Class B Commercial Driver's License (AK 1064166)

Rural Alaska Landfill Operator (RALO) Training/Certificate

DOT Training Certificates – Traffic Control Supervisor & Traffic Control Technician

EPA Certified Refrigerant Technician, Type Universal, License #2128229

Yamaha Motor Corporation – Certified Outboard Mechanic

Tampa Bay Technical Institute – Certificate of Completion, Air Conditioning and Refrigeration

Liebert North America – Certificate of Completion, Large Environmental Systems

Other training and certificates in the following subject areas: CPR/First Aid, Mine Safety & Health Administration (MSHA), welding, small engines, chiller plant operation, boiler systems, direct vent fuel oil heating systems

Certificate of Training

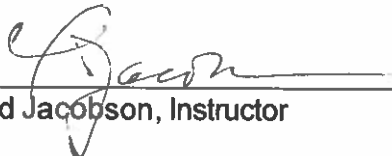
Awarded to:

Christopher Cotta

For Successful Completion of the
Rural Alaska Landfill Operator (RALO)

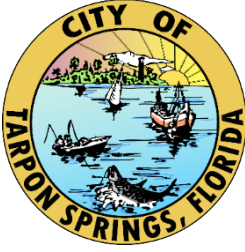
*Presented by the Solid Waste
Association of North America, SWANA,
Alaska Chapter and Alaska Forum*

2018


Ted Jacobson, Instructor

Stephen Price, Instructor





CITY OF TARPON SPRINGS, FL

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

MEMORANDUM

To: Charles Rudd, City Manager

From: Bob Robertson, P.E. Interim Public Works Director 

Date: July 22, 2025

Subject: Options for Riverside Tennis Courts (VersaCourt)

Request:

Direction from the Board of Commissioners is requested on how to proceed regarding the tennis court playing surface ("VersaCourt") at Riverside park.

Considerations:

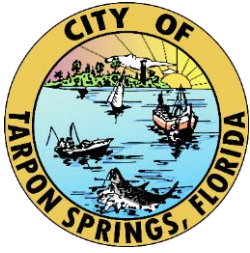
In April 2024, the BOC approved purchase and installation of a plastic playing surface for the tennis courts at Riverside park.

While many people continue to use the courts, some have complained that the surface may be slippery when it is damp, particularly in the early morning hours.

The City explored and negotiated a settlement with the manufacturer to remove, palletize, and transport the material and to refund a one-time amount of \$30,000 to the City. This option has been held up in legal negotiations, with the vendor refusing to eliminate a non-disclosure clause in the draft agreement.

Other options would be for the City staff to remove the surface material and either recycle the plastic or put the courts up for sale via auction on GovDeals. The Procurement department investigated this and found that similar sales through the GovDeals had proceeds of less than \$1,000.

Finally, another option would be to leave the court surface installed.



CITY OF TARPON SPRINGS, FL

Project Administration Department

324 East Pine Street

Tarpon Springs, Florida 34689

(727) 942-5638

projectadmin@ctsfl.us

MEMORANDUM

To: Charles Rudd, City Manager

From: Bob Robertson, P.E., Interim Public Works Director & Project Administration
Department Director

Date: July 22, 2025

Subject: Orange Street Reconstruction Project Alternatives

Recommendation

Staff is requesting the Board of Commissioners' selection of a design alternative and approval to proceed with the design and permitting phase of the Orange Street Reconstruction Project.

Background

Over the past few years, the subject project has been discussed at BOC meetings and work sessions several times. Guidance and feedback has been provided by the Board, and staff has used the input to proceed with conceptual design alternatives. The Board has provided guidance and requested the analyses include:

- retaining as much parking as possible,
- retaining brick as the street surface between Pinellas Ave. and Safford Ave.,
- converting the intersection at Hibiscus St. to a 4-way stop with crosswalks,
- requested consideration of street lighting,
- adding any streetscaping without sacrificing parking,
- requesting expansion of the project boundary further east to Ring Avenue,
- preparing a "repair only" option for simply rebricking Orange Street only, and
- assessing the necessity for utility work in the project area.

Regarding the utility work, sanitary sewer work is not planned nor required for the project area. Replacing old, existing galvanized water pipes is strongly recommended.

The following summaries are sourced from a memorandum prepared by the City's Engineer of Record, DRMP. I have summarized DRMP's analysis below with a breakdown and bullet-point summary of each alternative as well as a staff analysis for each one. Note that the current total project budget (design & construction) is **\$990,000** (currently budgeted in the CRA Fund).

Please note that Alternatives 1, 2, and 3 have been presented to the public via the Connect Tarpon Springs portal. Feedback provided from that forum and from the BOC was used to generate three additional alternatives (Alternative 4, 5, and 6) that are modifications or adjustments to Alternatives 1, 2, and 3. Alternatives 4, 5, and 6 have not been previously presented to the public for input.

Alternative #1 - Replace Bricks, replace water line, resurface asphalt between Ring & Safford

- See attached Figures below
- Remove and re-lay 90% of existing bricks
- Import 10% new bricks
- Includes asphalt resurfacing between Ring and Safford
- Includes replacement of existing galvanized water pipe
- No lighting improvements
- No sidewalk or pedestrian safety improvements
- No changes to roadway width or alignment
- No landscaping improvements
- Includes curb replacements
- Includes minor drainage adjustments
- **Cost estimates:**
 - **Design & Permitting =** \$ 179,662
 - **Construction =** **\$1,197,748**
 - **Total =** **\$1,377,410**
- **Staff analysis – Existing Ring/Safford asphalt is in acceptable condition, resurfacing can be postponed.**

Alternative #2 - Replace Bricks, replace water line, resurface asphalt between Ring & Safford, add trees

- See attached Figures below
- Remove and re-lay 90% of existing bricks
- Import 10% new bricks
- Includes previously proposed asphalt resurfacing between Ring and Safford
- Includes replacement of existing galvanized water pipe
- Includes some lighting improvements
- Includes some sidewalk and pedestrian safety improvements and bulb-outs
- Narrows drive lanes to 9-ft. width
- Includes some landscaping improvements (8 new trees in existing easement areas and one green space bulb-out)
- Includes curb replacements
- Includes minor drainage adjustments
- **Estimated cost:**
 - **Design & Permitting =** \$ 237,491
 - **Construction =** **\$1,583,275**
 - **Total =** **\$1,820,766**
- **Staff analysis – Narrow drive lanes make this option less favorable. However, this option was most popular option between Alternatives 1, 2, and 3 when presented to the public on Connect Tarpon Springs.**

Alternative #3 - Replace Bricks, replace water line, widen road

- See attached Figures below
- Remove and re-lay 90% of existing bricks
- Import 10% new bricks
- Includes asphalt resurfacing between Ring and Safford
- Includes replacement of existing galvanized water pipe
- Includes some lighting improvements
- Includes some sidewalk and pedestrian safety improvements
- Widens drive lanes to 12-ft. width
- Includes limited landscaping improvements (2 trees in green space bulb-out areas only) since widened road surface would occupy more of the right of way
- Includes curb replacements
- Includes minor drainage adjustments
- **Estimated cost \$2,101,867**
 - **Design & Permitting =** \$ 329,289
 - **Construction =** **\$2,195,259**
 - **Total =** **\$2,524,548**
- **Staff analysis – This option was least popular option between Alternatives 1, 2, and 3 when presented on Connect Tarpon Springs and is the most costly due primarily to the road widening element.**

Alternative #4 - Brick “Spot Repairs” Only

- Includes spot repairs, curb-to-curb between Safford and Pinellas Ave.
- Remove and re-lay existing bricks in damaged areas only
- Up to 1-inch of leveling fill as needed
- No utility work
- No lighting improvements
- No curb work
- No drainage work
- No landscaping improvements
- No asphalt work (between Ring and Safford)
- **Estimated cost**
 - **Design & Permitting =** \$ 40,982
 - **Construction =** **\$273,216**
 - **Total =** **\$314,199**
- **Staff analysis - Not preferred since galvanized water pipes would not be replaced with this option. Alternatives 4, 5, and 6 are modified options that have not been presented to the public.**

Alternative #5 - Re-lay Bricks only

- Remove and re-lay **all** of the existing bricks between Safford and Pinellas Ave.
- Up to 1-inch of leveling fill as needed
- No utility work
- No lighting improvements
- No curb work
- No drainage work
- No landscaping improvements
- No asphalt work (between Ring and Safford)
- **Estimated Cost:**
 - **Estimated cost =** **\$ 92,727**
 - **Design & Permitting =** **\$618,180**
 - **Total =** **\$710,907**
- **Staff analysis - Not preferred since galvanized water pipes would not be replaced with this option. Alternatives 4, 5, and 6 are modified options that have not been presented to the public.**

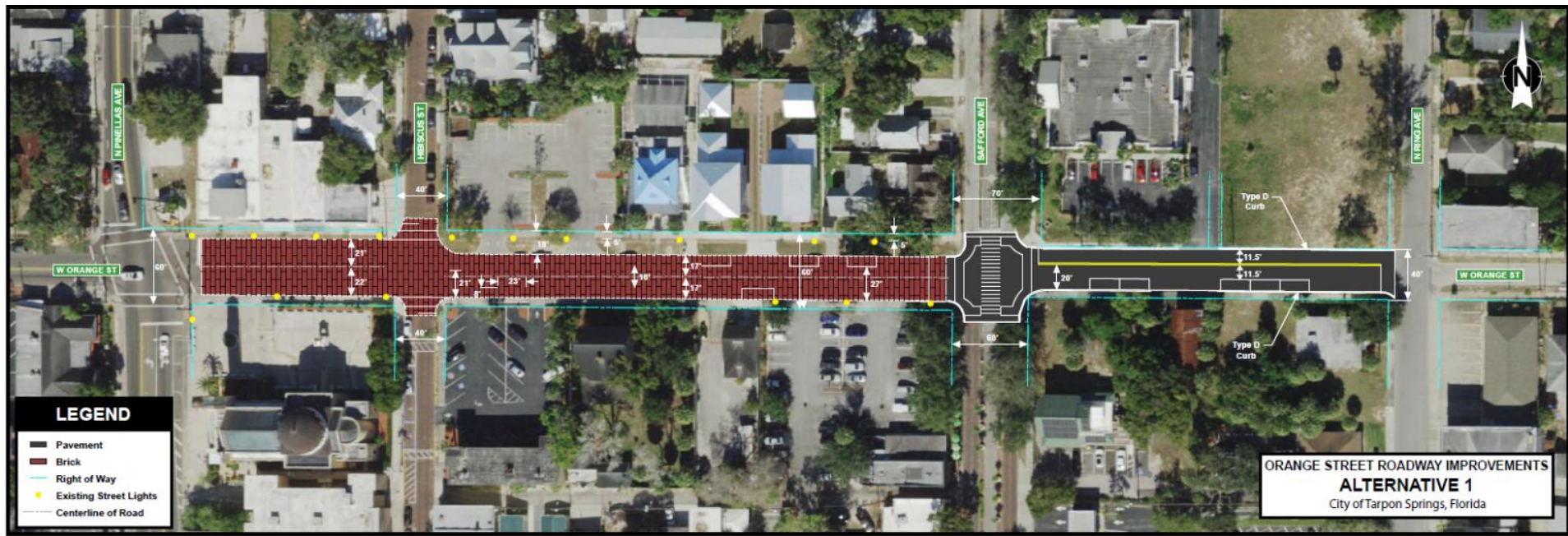
Alternative #6 - Replace Bricks and Replace water line, no improvements between Ring and Safford

- Remove and re-lay 90% of existing bricks between Pinellas Ave and Safford Ave (the most problematic area)
- Import 10% new bricks
- Excludes previously proposed asphalt resurfacing between Ring and Safford
- Includes replacement of existing galvanized water pipe between Pinellas Ave and Safford Ave
- No lighting improvements
- No landscaping improvements
- Includes curb replacements
- Includes minor drainage adjustments
- **Estimated Cost:**
 - **Design Cost =** **\$ 146,110**
 - **Construction Cost =** **\$ 974,072**
 - **Total Cost =** **\$1,120,182**
- **Staff analysis – Most cost effective and comprehensive option. Accomplishes the important objectives of replacing aging water lines and reconstructing the brick road segment. Alternatives 4, 5, and 6 are modified options that have not been presented to the public.**

Summary Table of Orange Street Reconstruction Alternatives

Feature	Alt 1 - Replace Bricks + Water + Resurface	Alt 2 - Same + Trees & Ped Safety	Alt 3 - Same + Widen Lanes	Alt 4 - Spot Repairs Only	Alt 5 - Re-lay Bricks Only	Alt 6 - Bricks + Water (No Resurface)
Brick Work	90% re-lay, 10% new	90% re-lay, 10% new	90% re-lay, 10% new	Spot repairs only	Full re-lay	90% re-lay, 10% new
Water Line Replacement	Yes	Yes	Yes	No	No	Yes (Pinellas-Safford only)
Asphalt Resurfacing	Yes (Ring-Safford)	Yes (Ring-Safford)	Yes (Ring-Safford)	No	No	No
Lighting Improvements	No	Some	Some	No	No	No
Pedestrian Improvements	No	Some (bulb-outs)	Some	No	No	No
Drive Lane Width	No change	Narrows to 9 ft	Widens to 12 ft	No change	No change	No change
Landscaping	None	Some (8 trees + bulb- out)	Limited (2 trees)	None	None	None
Curb Replacement	Yes	Yes	Yes	No	No	Yes
Drainage Adjustments	Minor	Minor	Minor	None	None	Minor
Design Cost	\$179,662	\$237,491	\$329,289	\$40,982	\$92,727	\$146,110
Construction Cost	\$1,197,748	\$1,583,275	\$2,195,259	\$273,216	\$618,180	\$974,072
Total Cost	\$1,377,410	\$1,820,766	\$2,524,548	\$314,199	\$710,907	\$1,120,182
Staff Analysis	Resurfacing may be postponed	Public favorite (Alt 1-3), narrow lanes a concern	Least popular, most costly	Not preferred (no water line)	Not preferred (no water line)	Most cost-effective & comprehensive

Alternative 1 (Replace surfaces and water line, no other changes) – Potential Crosswalk at Hibiscus not pictured



Alternative 1 - N Pinellas Avenue to Hibiscus Street



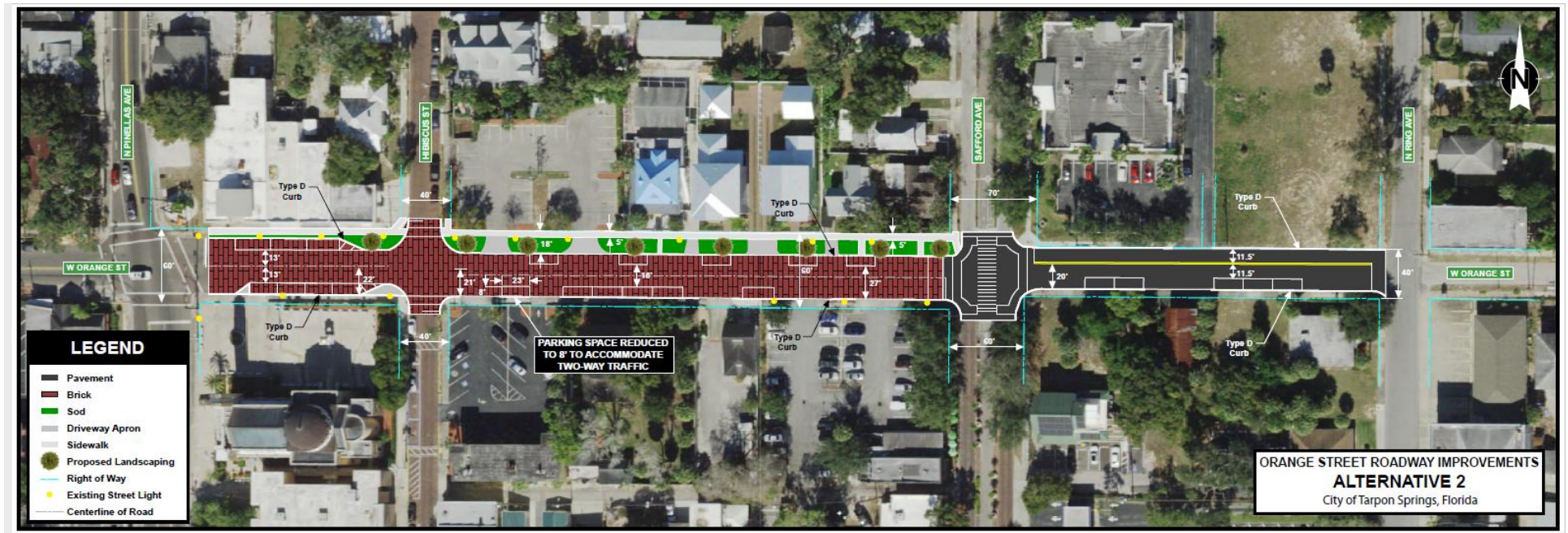
Alternative 1 - Hibiscus Street to Safford Avenue



Alternative 1 - Safford Avenue to N Ring Avenue



Alternative 2 (Replace surfaces and water line, add landscaping), Potential Crosswalk at Hibiscus not pictured



Alternative 2 - N Pinellas Avenue to Hibiscus Street



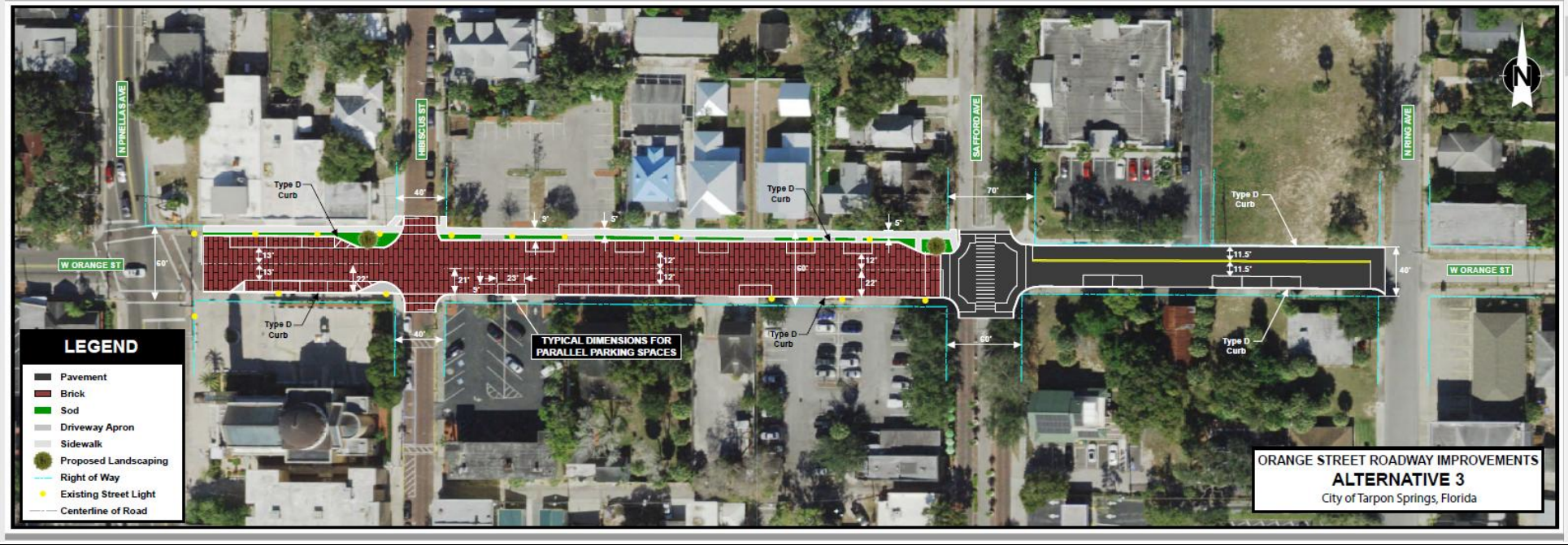
Alternative 2 - Hibiscus Street to Safford Avenue



Alternative 2 - Safford Avenue to N Ring Avenue



Alternative 3 (Replace surfaces, add water line, add landscaping, widen road), Potential Crosswalk at Hibiscus not pictured



Alternative 3 - N Pinellas Avenue to Hibiscus Street



Alternative 3 - Hibiscus Street to Safford Avenue



Orange Street Roadway Improvements Survey

SURVEY RESPONSE REPORT

19 April 2023 - 17 July 2025

PROJECT NAME:

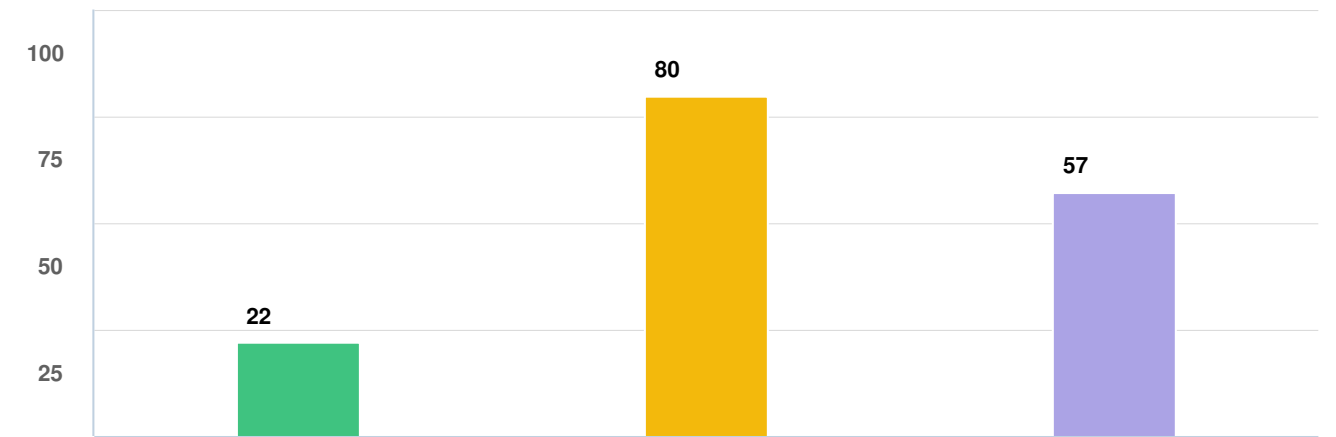
Orange Street Roadway Improvements





SURVEY QUESTIONS

Q1 Which Alternative Number is your preference for the Orange Street Roadway Improvements?



Question options

- Alternative # 1 (Replace surfaces, no other changes)
- Alternative # 2 (Replace surfaces, add landscaping)
- Alternative # 3 (Replace surfaces, add landscaping, widen road)

Mandatory Question (155 response(s))
Question type: Checkbox Question

Q2 | Is there anything else you would like to share about potential roadway improvements along Orange Street?

Anonymous

4/19/2023 06:12 AM

This area is pedestrian friendly, and shouldn't be made less so by allowing cars to speed down wider streets, when Tarpon Ave is only a block down for east west travel.

Anonymous

4/19/2023 06:24 AM

Guessing it would be cost prohibitive to brick all the way to Ring Ave? This has become a very busy area with cars and pedestrians so a narrow road would help slow traffic down as opposed to a newly surfaced wide road. The bumpy road keeps speed slow now

Anonymous

4/19/2023 08:49 AM

Trees and street scape are needed on this road

Anonymous

4/19/2023 08:52 AM

Something between option 2 and option 3 with landscaping and a wider lane would be best.

Anonymous

4/19/2023 02:58 PM

Turn arrowsmonto Alt 19

Anonymous

4/19/2023 04:10 PM

If you don't include lighting in the construction you are wasting an opportunity

Anonymous

4/19/2023 04:28 PM

There should be no cars north and south of tarpon on safford. It is scary when you are trying to enjoy a meal outside. Let alone e/w traffic. No one knows what to do. Traffic should be east west and not north/south. Atleast for one block. It's dangerous!

Anonymous

4/19/2023 04:45 PM

Walkable

Anonymous

4/19/2023 05:04 PM

Add lighting for night safety and pedestrians walking at night and business employees and owners.

Anonymous

4/19/2023 05:24 PM

Increased safety will improve walk ability.

Anonymous

4/19/2023 05:25 PM

More lighting and potted plants

Anonymous

4/19/2023 05:26 PM

Lighting

Anonymous

4/19/2023 07:52 PM

Parking only on one side

Anonymous

4/21/2023 05:29 AM

Pedestrian safety needs to be prioritized. People need to be able to move safely between Safford and the Bayou. This especially true during events.

Anonymous

4/21/2023 05:46 AM

How does TV his affect out property taxes or this a grant or other sources of funding ? People are stuff

Anonymous

4/21/2023 05:57 AM

Forget the bricks, just pave over them

Anonymous

4/21/2023 06:19 AM

Keep it brick

Anonymous

4/21/2023 06:27 AM

I believe the added lighting from Hibiscus to Safford and Safford to Ring is essential for safety.

Anonymous

4/21/2023 06:30 AM

Parking n both side sides between Hibiscus & Safford makes it hard for two cars to get thru!

Anonymous

4/21/2023 06:54 AM

Improving street crossings and sidewalks!

Anonymous

4/21/2023 07:28 AM

Parking and Lighting/safety are the priority

Anonymous

4/21/2023 07:57 AM

Brick all the original streets for historical value

Anonymous

4/21/2023 08:07 AM

Keep the brick!!

Anonymous

4/21/2023 08:10 AM

We like the design of the 2nd alternative as it appears more aesthetically appealing.

Anonymous

4/21/2023 09:19 AM

Safety should always be the top priority. I am against alternative 2 because the narrow lanes would make it difficult t

Anonymous

4/21/2023 09:35 AM

Please spend the money first to repave whitcomb blvd.

Anonymous

4/21/2023 10:34 AM

Bike lanes are needed

Anonymous

4/21/2023 10:37 AM

Safety should be a priority..

Anonymous

4/21/2023 11:25 AM

widening lanes while doing other improvements is best, although no cost analysis so hard to really make a selection.

Anonymous

4/21/2023 11:33 AM

The construction time needs to be minimized

Anonymous

4/21/2023 11:50 AM

Please continue the work to the end of Orange towards Walton

Anonymous

4/21/2023 12:43 PM

the bulb outs take away much needed parking; I have my office at 15 E Orange. Between the businesses and the Church we need every bit of parking. Landscaping along sidewalk areas would be preferable

Anonymous

4/21/2023 03:47 PM

Safety is top priority!

Anonymous

4/21/2023 06:05 PM

All roads in town are too narrow.

Anonymous

4/21/2023 08:01 PM

I am voting for option two because one of the cons for option three is less opportunity for green space and landscaping.

Anonymous

4/22/2023 05:31 AM

Anything to increase parking

Themelina makris fose

4/22/2023 05:36 AM

More parking

Anonymous

4/22/2023 07:40 AM

Don't add bulb outs. They restrict movement on the roads.

Anonymous

4/22/2023 10:02 AM

Option 2 provides for a "road diet" with the narrower lanes which may help to keep drivers speeds lower

Anonymous

7/01/2024 04:18 AM

Thank you

Anonymous

4/22/2023 10:21 AM

No parallel parking - instead, if enough room, diagonal parking on south side only. Easy in and out.

Anonymous

4/22/2023 10:31 AM

Keeping lanes narrow will keep speeds low. Adding trees will provide shade, curb appeal and traffic calming.

Anonymous

4/22/2023 10:33 AM

Trees and landscaping make the area much more walkable - shade is a must for walking in Florida. Also darken tops of lamp lights to help the "night sky" - cheap + puts the light where it needs to be. Keeping the lanes narrow keeps people driving slower

Anonymous

4/22/2023 04:56 PM

Most of the dips are the result of city installed water service lines. New service lines should be installed and backfill compacted, additional casings are required for future purposes

Anonymous

4/22/2023 05:45 PM

Could it be one way angle parking slots

Anonymous

4/25/2023 04:30 AM

appreciate the graphics to help understand the options.

Anonymous

4/27/2023 09:18 AM

I think adding greenscaping and possibly adding benches and other places to rest will add a lot of intangible appeal to our city for both visitors and residents.

Anonymous

5/01/2023 03:18 AM

Given the generous width of Orange St between Safford and Alt 19, has a median planted with palm trees and lighting been

contemplated?

Anonymous

5/01/2023 04:46 AM

No

Anonymous

5/01/2023 05:21 AM

Widening the road is imperative for this area, during weekends and special events it is dangerous and close to impossible at times for more than one direction of traffic to be traveling the roadway.

Anonymous

5/02/2023 01:14 PM

I drive on Orange regularly to get to my studio. My biggest concern is the surface of the road. It definitely needs to be repaired so the driving is smoother. The width of the road is fine the way it is. The addition of trees is always a plus.

Gustavo.A.Trujillo

5/02/2023 03:57 PM

I live in the area. There is no need to improve the pavement in the section between Safford Ave to Ring avenue. May as well hand a bag of money to

Sjohanso

5/03/2023 10:19 AM

Please consider including bike lanes

Anonymous

5/04/2023 08:30 AM

If anything is to be done then only the most comprehensive and safe plan should be completed.

FLSunset1

5/05/2023 06:51 AM

Wider is best, dont make narrower to add more parking or trees please. Save \$ for other projects that help with areas in the city that flood.

Anonymous

6/02/2023 08:38 AM

Get rid of brick roadway and granite curb. Use Type F curb and gutter, asphalt and crushed concrete base. Much less prone to water damage.

Anonymous

6/05/2023 05:15 AM

Thank you for allowing input

Kathy C

6/07/2023 02:02 PM

There is nothing there to see. Putting in plants will do nothing to make it more tourist friendly. Why not make this a one way road with angled parking?

Anonymous

7/13/2023 10:49 AM

IT'S ABOUT TIME."WHAT ABOUT HIBISCUS ST. TO CENTER ST?
IT'S AWFULL BUMMLYM

Anonymous

7/17/2023 07:28 AM

Would you consider adding a brick trim to the sidewalk from Safford to Ring to connect the three sections more cohesively? Can more parking spaces be added- Safford to Ring, same side? Do we own the grass lot on Pinellas and Orange? More parking? Thanks

Anonymous

7/17/2023 11:19 AM

Being mindful of cost verses aesthetics and practicality, how much more in dollars and time does it take to make this project one that will contribute to the plan, not only for today's needs, but the future? Trees contribute to a (+) return on investment.

Anonymous

7/17/2023 01:13 PM

Street parking is always helpful, but the road needs to be wide enough for traffic to move both directions when cars are parked

Anonymous

7/23/2023 11:03 AM

As a multi property and business owner in this area, my customers are directly affected by this. I chose #3 only because I have no other options We need on street angled parking and minimal or no bulb outs. I would like to be able to provide more input.

Optional question (63 response(s), 92 skipped)

Question type: Single Line Question

RESOLUTION No. 2025-50

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, SUPPORTING THE MISSION OF THE NONPROFIT SOLAR AND ENERGY LOAN FUND IN THE CITY OF TARPON SPRINGS; PROVIDING CONSENT TO SOLAR AND ENERGY LOAN FUND FOR USE OF THE CITY SEAL; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the mission of the Solar and Energy Loan Fund (SELF) is to rebuild and empower underserved communities by providing access to affordable and innovative financing for resiliency and sustainability related property improvements; and

WHEREAS, SELF provides access to a variety of loan products that would benefit residents in Tarpon Springs who are recovering from storm impacts, creating more resilient homes, or upgrading their living conditions to a higher level of health and safety; and

WHEREAS, The nonprofit Solar and Energy Loan Fund (SELF), America's first hybrid green bank and Community Development Financial Institution (CDFI), has surpassed \$50 million in projects financed, with 72% of the loans benefiting low- and moderate-income (LMI) homeowners; and

WHEREAS, the City wishes to support the Tarpon Springs community's needs through SELF's mission to provide low-cost financing for energy-efficient home upgrades and work to create sustainable communities; and

WHEREAS, SELF has the support of many other Cities and Counties in the Tampa Bay area as well as across the state of Florida; and

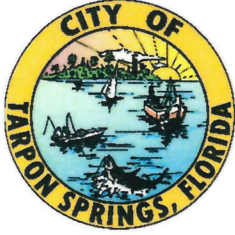
WHEREAS, SELF wishes to use the City Seal for its outreach and marketing efforts.

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

Section 1. The City of Tarpon Springs hereby supports the mission of the nonprofit Solar and Energy Loan Fund (SELF) for the benefit of its residents.

Section 2. The Solar and Energy Loan Fund is hereby authorized the use of the Tarpon Springs City Seal unless and until the consent is revoked for outreach and marketing efforts to further promote resilience loan programs available to low- and moderate-income residents.

Section 3. This resolution shall be effective immediately upon adoption.



Public Services Department

Memorandum

Date: July 9, 2025

To: Honorable Mayor and Board of Commissioners

Through: Charles Rudd, City Manager
Thomas Kiger, Public Services Director 

From: Holly Langston, Sustainability Coordinator
LaTishia Smith, Assistant Director of Public Services

Subject: Establish Resolution No. 2025-50 to Support the mission of Solar and Energy Loan Fund (SELF) to benefit City residents

Recommendation

Support the mission of Solar and Energy Loan Fund (SELF) by establishing Resolution No. 2025-50, allowing SELF to utilize the Tarpon Springs City Seal for outreach and marketing efforts to further promote resilience loan programs available to low and moderate income residents.

Background

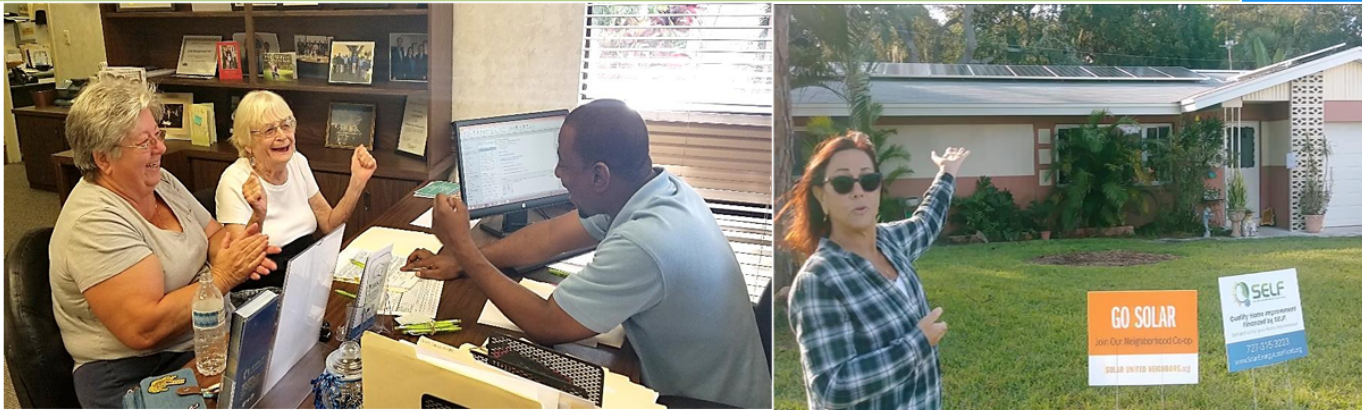
SELF is a 501(c)(3) organization and a certified Community Development Financial Institution (CDFI). SELF's mission is to rebuild and empower underserved communities by providing access to affordable and innovative financing for sustainable property improvements, with the primary focus on energy efficiency, renewable energy, and climate resilience in low- and moderate-income (LMI) neighborhoods. SELF strives to create positive social, economic, and environmental impacts by helping people improve the health, safety, and quality of life in their homes while reducing operating costs and building resilience.

Some of the things SELF can help residents fund include: sewer and water work, storm resilience projects, roofing, weatherization & insulation, lighting, health & safety related projects, disability products, Air Conditioning, and more. Other cities and counties supporting SELF's mission include: Hillsborough County, the City of St. Petersburg, City of Orlando, Orange County, St. Lucie County, Martin County, Miami-Dade County, and the City of Lake Worth Beach.

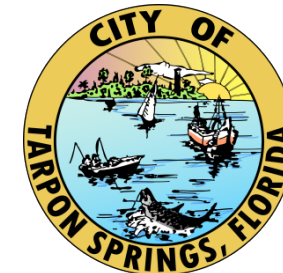
The City Staff recommendation is to support the mission of SELF through Resolution 2025-50, allowing SELF to utilize the Tarpon Springs City Seal for outreach and marketing efforts. SELF is a nonprofit lender with access to many resources that could benefit City residents by providing equitable and accessible financing for assorted home improvements to help residents save money, improve hurricane resistance, and enhance comfort and livability. In many cases, homeowners or landlords may be unaware of the existence of such lending programs. Additionally, the City can help to promote the products provided by SELF through actions such as a presentation by SELF to applicable City Department heads, targeted social media posts, sharing informational flyers in utility bills, posting links to the SELF website on the City's website through multiple departments, and by word of mouth in public forums as well as directly to residents when possible. By doing so, the City can increase awareness and access to resources that will benefit residents.



Rebuilding and Empowering Underserved Communities



THE CITY OF TARPON SPRINGS & SUPPORT FOR SOLAR AND ENERGY LOAN FUND (SELF)



WHAT IS SELF?

Florida's first Green Bank, a 501(c)(3) organization,
and a certified Community Development Financial Institution (CDFI)

SELF'S MISSION:

SELF's mission is to rebuild and empower underserved communities by providing access to affordable and innovative financing for sustainable property improvements, with the primary focus on energy efficiency, renewable energy, and climate resilience in low- and moderate-income (LMI) neighborhoods. We strive to create positive social, economic, and environmental impacts by helping people improve the health, safety, and quality of life in their homes while reducing operating costs and greenhouse gas emissions.

WHAT SELF OFFERS

- Approves applicants based on their ability to pay, not their credit score
- Special lending programs for:
 - Veterans
 - Seniors
 - Female head-of-household
 - Disabled persons
 - Low-income homeowners
 - Those with poor credit
- Homeowner loans – resilience and other improvements
- Landlord loans
- Hurricane relief loans
- Relies on trusted contractors
 - *Local contractors can apply to become a Trusted SELF contractor*



HOME IMPROVEMENT LOANS FOR:



Storm Resilience



Roofing



Air Conditioning



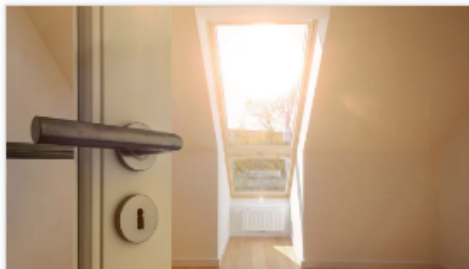
Weatherization and Insulation



Sewer and Water



Solar Products



Lighting



Health and Safety

DIRECT IMPACT



Kathleen, St. Petersburg

"My home will now be safer and more efficient and it's all thanks to the funding and hard work from the staff at SELF."



Patricia, St. Petersburg

"With my new ac unit, I am now living like a queen! Thank you for everything!"



Laurelin, Mobile

"SELF made this process as painless and worry-free as possible. I am so grateful for all their help, thanks to everyone!"



Contractor – Dynasty Building Solutions

"The Bell family is in a much better position because of the assistance that SELF was able to offer them."



Angel, Orlando

"I want to thank the team of SELF for making it all possible you are the light at the end of the tunnel that brought back my hope and confidence."



Kendra, Tampa

"This was an unplanned expense and Monica made the process easy."

\$39.8 Million in total loans

74% LMI HouseHolds

3,579 Homes Retrofitted

10,700 People Benefited

<2.5% Default Rate

3,923,610 Job Hours Created

27% Avg. Savings on energy Bills

3,933 Metric Tons of CO₂ Reduction

CITY OF TARPON SPRINGS

ACTIONS & BENEFITS

Internal Staff Presentation on SELF

Refer City Residents, landlords, contractors to SELF through:

- Links on City Website
- Social Media
- Applicable Newsletters
 - Sustainability
 - Economic Development
- Word of Mouth!

Sharing the accessible financing resources available through SELF will lead to opportunities for residents to:

- **Increase Home Equity**
- **Enhance Health, Safety, Comfort and Livability**
- **Switch to Cost-Effective Solar Energy**
- **Build Storm Resilience**
- **Reduce Operating Costs**
- **Increase Peace of Mind**



THANK YOU!

Holly Langston

Sustainability Coordinator

hlangston@ctsfl.us

727-943-3555