OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

December 2, 2025 **AGENDA** **6:15 PM**

REGULAR CITY COMMISSION MEETING

- **CALL TO ORDER**

  Invocation

  Pledge of Allegiance

  Roll Call and Determination of Quorum

- **PRESENTATIONS AND PROCLAMATIONS**

- **STAFF REPORTS AND AGENDA REVIEW**

- **PUBLIC COMMENTS**

- **CONSENT AGENDA**

  Matters listed under the consent agenda are considered to be routine and will be acted upon by one motion. There will be no separate discussion of these items unless discussion is desired by a member of the commission on a motion and a second, in which case the Mayor will instruct the City Clerk to remove that item from the Consent Agenda and such item will be considered separately.

  1. Approval of Minutes from the Regular City Commission Meeting held November 18, 2025. **(City Clerk Sibbitt)**
  2. Approval of Contract with Central Florida Strategies for Legislative Affairs and Economic Development Consulting Services **(Assistant City Manager Rumer)**.
  3. Approval of Surety Bond for Banyan Cove Blvd. & Westbridge Ct. Realignment in Order to Approve and Record a Plat; Project No. LS-2023-005. **(Development Engineer Keaton)**
  4. Approval of Renewal of Agreement with ClearGov for Budgeting and Digital Budget Book Platform Software. **(Finance Director Weber)**
  5. Approval of Subgrant for FDOT Highway Traffic Safety Funds. **(Police Chief Ogburn)**
  6. Approval to Award to Bid (ITB) #26-001 Flewelling 2-Inch Water Main Replacement Project. **(Procurement Manager Tolbert)**
  7. Approval of One (1) Year Optional Renewal Term with Apple Air for the Citywide A/C and Heating Maintenance Term Contract. (**Procurement Manager Tolbert)**
  8. Approval to Piggyback Omnia's Contract for the Implementation of the Brightly Asset Management Platform. **(Utilities Director Bolling)**

- **FIRST READING OF ORDINANCE**

- **SECOND READING OF ORDINANCE – PUBLIC HEARING**

- **PUBLIC HEARING**

- **REGULAR AGENDA**

9. Unsolicited Letter of Intent (LOI) between TNXL Academy Ducks LLC and City of Ocoee for 10.20 +/- Acres of land located at 1755 Adair Street and 1701 Adair Street (Sorenson Fields and a portion of Ison Center property). **(Assistant City Manager Rumer)**

- **COMMENTS FROM COMMISSIONERS**
  (Limit to Five Minutes)

- **ADJOURNMENT**

APPEALS: In accordance with Florida Statutes § 286.0105: Any person who desires to appeal any decision at this meeting will need a record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based.

ACCOMMODATIONS FOR DISABILITIES: In accordance with Florida Statute § 286.26: Persons with disabilities needing assistance to participate in any of these proceedings should contact the Office of the City Clerk, 1 N. Bluford Avenue, Ocoee, FL 34761, (407) 905 -3105 48 hours in advance of the meeting.

OCOEE CITY COMMISSION
Ocoee Commission Chambers
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Ocoee, Florida

November 18, 2025 **AGENDA** **6:15 PM**

REGULAR CITY COMMISSION MEETING

- **CALL TO ORDER** 6:16 PM

Mayor Johnson called the regular session to order at 6:16 PM in the Commission Chambers of City Hall. The invocation was led by **Ages Hart,** *Ocoee Resident*, followed by the Pledge of Allegiance to the Flag led by **Commissioner Wilsen**. **City Clerk Sibbitt** called the roll and declared a quorum present.

Present: Mayor Johnson, Commissioner Kennedy, Commissioner Wilsen, Commissioner Firstner, and Commissioner Oliver

Absent: None

Also Present: City Manager Shadrix, City Attorney Geller, and City Clerk Sibbitt

- **PRESENTATIONS AND PROCLAMATIONS** 6:17 PM

Presentation on Downtown from the Downtown Master Developer Consultant

Assistant City Manager Rumer introduced G3 Development Business Group, who was selected through a Request for Qualifications to work with the City to develop a vision for Downtown.

Jake Guenther, *G3 Development Business Group*, presented the Master Developer Report, highlighting some of its main points. Topics included:

- Executive Overview – Why Now?
- The City's Adopted Vision
- Development Framework
- Financial Reality – Grounding the Vision
- Tools to Bridge the Gap
- Key Assets and Opportunities
- Implementation Roadmap
- Next Steps – From Planning to Action

Commissioner Oliver noted he envisioned the proposed bandshell being more along the water to allow for more seating in the existing grassy area.

Commissioner Firstner opined that he would prefer to see a more upscale restaurant in lieu of the proposed fish camp-style restaurant.

Commissioner Wilsen remembered a downtown plan from years past that included a bandshell and noted she feels the City is in a better position now to move forward in bringing plans to fruition. She complimented the City of Wildwood on its new parking garage and how its downtown area has grown. She further commented that Starke Lake is one of the Ocoee's crown jewels which the City should capitalize on, and she hopes to see a lot of the proposed development in Ocoee completed in her lifetime.

Commissioner Kennedy concurred with Commissioner Firstner's opinion regarding the proposed lakefront restaurant. He asked Mr. Guenther's opinion about the distance and connection between the proposed bandshell and the downtown merchants, noting that live music is part of the leverage to get citizens into downtown, but currently those businesses must provide the music themselves. He inquired how Mr. Guenther would fix that issue. **Mr. Guenther** responded to his question.

City Manager Shadrix commented that it is a matter of scale regarding a bandshell. He noted that an option could be to place a smaller bandshell to activate the downtown area and a main bandshell at Bill Breeze Park to attract larger events. Discussion ensued regarding the importance of scale and mutual exclusivity.

Commissioner Kennedy asked what Mr. Guenther recommends the City do today regarding fiscal policy to facilitate the proposed downtown development in the future. **Gerry Guenther**, *G3 Development Business Group*, addressed his inquiry.

Commissioner Kennedy inquired about a timeline regarding development financial thresholds and rent costs in the downtown area. **Mr. Guenther** answered his question.

Mayor Johnson noted that foresight is needed to keep moving forward downtown and opined that the bandshell should be further off the water to allow for loading and setup. He further described locations he has visited that match what he envisions. **Mr. Guenther** responded to his comments.

Mayor Johnson requested a workshop regarding the downtown plan. **City Manager Shadrix** addressed his request. **Consensus of the City Commission was to approve a future workshop.**

- **STAFF REPORTS AND AGENDA REVIEW** 6:45 PM

City Manager Shadrix requested that Item #10, the Approval of the Addendum to the School Resource Agreement, be pulled from the Consent Agenda, as further legal review determined the addendum is not necessary at this time. He also shared that the Christmas lights are currently being installed and that City staff began conducting nightly inspections last night. He further commended Duke Energy, particularly Lisa Curran, for their cooperation in replacing the receptacles. He concluded by commending Orlando Health for their outstanding partnership with the community and announced the launch of a new health initiative for City employees.

- **PUBLIC COMMENTS** 6:48 PM

The following persons addressed the City Commission:

- **Joseph McMullen**, *HAPCO Music Foundation*, spoke about his nonprofit program and thanked the City Commission for allowing it to operate in the City of Ocoee and for their strong partnership and support. He also shared the history of the HAPCO Music Foundation and provided an overview of their Jazz Clinic Program.

Commissioner Wilsen thanked Mr. McMullen for running a wonderful program. **Commissioner Oliver** inquired about their next Jazz Concert event. **Mr. McMullen** addressed his question. **Commissioner Kennedy** inquired if this event is permanently in the budget. **City Manager Shadrix** responded to his question and explained that the City Commission has traditionally approved this request. He added that, if the Commission wishes to direct him to budget for it going forward, he would be glad to do so. He also noted that sufficient funds have been budgeted this year to support this event. Brief discussion ensued.

Motion: Move to designate $10,000 from Contingency Funds for the HAPCO Music Foundation concert event and to waive the facility rental fees for this event; Moved by Commissioner Kennedy, seconded by Commissioner Oliver; Motion carried 5-0.

- **CONSENT AGENDA** 7:04 PM

Consent Agenda Motion

Motion: Move to adopt Consent Agenda Items #1-12 with Item #10 being pulled as requested by the City Manager; Moved by Commissioner Wilsen, seconded by Commissioner Firstner; Motion carried 5-0.

1. Approval of Minutes from the Regular City Commission Meeting held October 21, 2025, and the Special Session held October 21, 2025. (**City Clerk Sibbitt)**
2. Approval of Reappointment to the Citizen Advisory Council for Ocoee Fire Department (CACOFD). **(City Clerk Sibbitt)**
3. Approval to Award Contract for Hackney Prairie Roadway Improvements. **(City Engineer Womack)**
4. Approval of FY 2025-2026 Budgeted Vehicle and Equipment Purchases. **(CIP Administrator Gajadhar)**
5. Approval of Change to Lease Agreement with Holiday Outdoor Decor for Pole-Mounted Holiday Decorations. **(CIP Administrator Gajadhar)**
6. Approval of a Two-Year Warranty Surety Bond and Maintenance, Materials, and Workmanship Agreement for SFG Ocoee Owner, LP for the 429 Business Center Phase 2 East and West. **(Development Engineer Keaton)**
7. Approval of Declaration of Surplus and Disposal of Assets from FY24/25 Annual Inventory. **(Finance Director Weber)**
8. Approval of Interlocal Agreement between Orange County and the City of Ocoee for Medical Direction. **(Deputy Fire Chief Van Camp)**

9. Approval to Piggyback on the Orange County Master Purchase Agreement to Purchase Police Radios. (**Police Chief Ogburn)**
10. Approval of Addendum to School Resource Officer Agreement. **(Police Chief Ogburn)**
11. Approval for the Granting of 10-foot Utility Easements for Three Properties on Woodson Ave. **(Utilities Director Bolling)**
12. Approval to Advertise Resolution of Intent to Use the Uniform Method of Collection for Non-Ad Valorem Special Assessment. **(Utilities Director Bolling)**

- **FIRST READING OF ORDINANCE** - None

- **SECOND READING OF ORDINANCE – PUBLIC HEARING** 7:05 PM

13. Second Reading of Ordinance Amending Section 124-8 through Section 124-11 of the Code of Ordinances for Smoking and Vaping Prohibited in Portions of Recreational Property. **(Parks and Leisure Services Deputy Director Gaines)**

Parks and Leisure Services Deputy Director Gaines explained that the City was approached by the Tobacco Free Partnership of Orange County asking that they amend Chapter 124 of the Ocoee Code of Ordinances to address Vape and Vaping. The Tobacco Free Partnership stated that any updated signage can be paid for by them.

Mayor Johnson asked for clarification on the sections being amended. **Parks and Leisure Services Deputy Director Gaines** addressed his question.

City Attorney Geller read the title of the ordinance.

The public hearing was opened.

The following persons addressed the City Commission:

- **Victoria Laney,** *Ocoee Resident*, thanked Steve Schaefer from Tobacco Free Florida for responding when she reached out with concerns about vaping at public events. She also expressed appreciation to City staff for meeting with the organization to assist with the ordinance update. Additionally, she thanked the Ocoee Police Department for their recent sting at vape shops, noting that it may not have been directly related but occurred around the same time as this request.

Commissioner Oliver inquired about the phrase “prohibited in portions of recreational property” and asked if some portions of the park allow smoking. **City Attorney Geller** addressed his question and read a section of the ordinance**. City Manager Shadrix** advised that the ordinance does allow the City to designate smoking areas with the City Commission’s approval.

- **Norine Dworkin,** *VoxPopuli,* asked whether the ordinance prohibits smoking in any Ocoee parks and expressed concerns about imposing outdoor restrictions. **City Attorney Geller** addressed her question by reading the section of the ordinance related to designating smoking areas.

The public hearing was closed.

Motion: Move to approve Ordinance 2025-21, Amending Article II of Chapter 124 of the Ocoee Code of Ordinances to Establish Section 124-8 through Section 124-11, Smoking and Vaping Prohibited in Portions of Recreational Property; Moved by Commissioner Wilsen, Seconded by Commissioner Kennedy; Motion carried 5-0.

14. Second Reading of Ordinance for FY 2025 Year-End Budget Amendment. **(Assistant Finance Director Lawitzke)**

City Manager Shadrix explained that this is the second reading of the ordinance and that the request is a customary year-end closeout action for FY 2025, with no impact on the current budget. He added that they have good news because when they previously requested to true up the solid waste fund, the projected amount was higher than the actual year-end figure.

City Attorney Geller read the title of the ordinance.

The public hearing was opened. As no one wished to speak, the public hearing was closed.

Motion: Move to approve Ordinance 2025-22 for FY 2025 Year-End Budget Amendment; Moved by Commissioner Kennedy, Seconded by Commissioner Firstner; Motion carried 5-0.

- **PUBLIC HEARING** 7:16 PM

15. Public Hearing for 125 S. Circle Key Dr. - Moody Variance Request; Project No. VR-25-02. **(Planner I Belizaire)**

Planner Belizaire presented a brief overview of the subject parcel and the requested variance. She explained that the property was platted in 1976 as part of the Pioneer Key Park mobile home subdivision and is a substandard lot of record as it does not meet the 7,000 square foot minimum lot area for the RT-1 zoning district. The parcel also has three (3) frontages where it abuts the right-of-way; based on its circumstances and conditions, Staff finds there is sufficient demonstration that the four (4) variance evaluation criteria are met. Staff supports approval of the variance, and further, at their meeting on October 14, 2025, the Planning and Zoning Commission voted to recommend approval.

Commissioner Kennedy shared that he watched the Planning and Zoning Commission (PZC) meeting and noted that there was another lot in a similar situation. He inquired whether that homeowner had received a variance. **Planner Belizaire** addressed his question.

Gia Lucas, *Daughter to the Applicant,* explained that the mobile home is used and noted that the installer misunderstood the process, and installed the mobile home after receiving approval from the inspector that it met compliance.

Commissioner Oliver inquired how the mobile home was tied down. **Ms. Lucas** addressed his question. **Assistant City Manager Rumer** briefly explained the mobile home inspection process, which is not the same as a zoning approval.

The public hearing was opened. As no one wished to speak, the public hearing was closed.

Motion: Move to approve the 125 S. Circle Key Drive – Moody Variance Request; Project No. VR-25-02 as based on the specific criteria of the variance; Moved by Commissioner Kennedy, Seconded by Commissioner Firstner; Motion carried 5-0.

16. Public Hearing for Ocoee Village Center - New Grocery and Fuel Station Large-Scale Preliminary Site Plan (LSPSP); Project No. LS-2024-011. **(Deputy Development Services Director Whitfield)**

Development Services Deputy Director Whitfield presented an overview of the subject properties and the proposed development. The project would also include the abandonment and vacation of unimproved rights-of-way along North Lakewood Avenue and Clarcona Ocoee Road. She presented renderings, including signage without verbiage, for the project. She further advised that the Development Review Committee (DRC) unanimously recommended Preliminary Site Plan approval, and at their meeting on October 14, 2025, the Planning and Zoning Commission also voted to recommend approval.

McGregor Love, *Lowndes Law,* thanked City Staff for their collaboration in helping to bring this development project to the preliminary site plan approval phase.

The public hearing was opened. As no speaker forms were received, the public hearing was closed.

Commissioner Kennedy wished the applicant success and shared that everyone in his district has been looking forward to this project.

Motion: Move to approve the Ocoee Village Center – New Grocery and Fuel Station Large-Scale Preliminary Site Plan; Project No. LS-2024-011; Moved by Commissioner Kennedy, Seconded by Commissioner Oliver; Motion carried 5-0.

- **REGULAR AGENDA 7:32 PM**

17. RFP # 25-006 for the Lease and Operation of the Forest Lake Golf Club. **(Assistant City Manager Rumer)**

Assistant City Manager Rumer explained the history of the City's search for a permanent operator for the Forest Lake Golf Club.

Commissioner Kennedy stated his preferred operator and offered a suggestion for a contingency plan.

Commissioner Oliver explained how he weighed the available options and stated that he would like the City to evaluate taking full ownership of the golf course.

Commissioner Firstner expressed that he did not feel the three potential operators had the City's best interest in mind. He concurred with Commissioner Oliver's request.

Commissioner Wilsen opined that she would like to extend the contract with the Temporary Operator to enable time to evaluate if the City can take over operations internally.

Mayor Johnson discussed looking at what is the best for the City. He stated his preferred operator and commented that the City cannot keep dragging out the process. He further advised that he does not want to extend the contract with the temporary operator. Discussion ensued.

City Manager Shadrix advised that the Commission approve a 90-day extension to the contract with the Temporary Operator. Discussion ensued.

Motion: Move to reject all three proposals in their entirety, along with any additional proposals received for RFP #25-006; to extend the current contract with Down to Earth; and to direct staff to establish a process to collaborate with the City Commission in order to meet the goals of both the Commission and the citizens; Moved by Commissioner Firstner, Seconded by Commissioner Oliver; Motion carried 5-0.

Mayor Johnson read a list of upcoming City events.

- **COMMENTS FROM COMMISSIONERS** 7:56 PM

Commissioner Oliver – Commented on the following: 7:56 PM – 7:59 PM

1) Expressed gratitude to Commissioner Kennedy for encouraging the City to hold the Veterans' Day ceremony on the actual holiday and shared his satisfaction with the caliber of this year's event.
2) Shared that the time has returned to Eastern Standard Time and advised everyone to be aware of children outside when there is less daylight.
3) Gave kudos to City staff for the extension of additional Christmas lights along Clarke Road.
4) Shared an inspirational message.

Commissioner Firstner – No Further Comments.

Commissioner Wilsen – Commented on the following: 7:59 PM – 8:00 PM

1) Wished everyone a Happy Thanksgiving.
2) Noted that Operation Santa is also a means of collecting toys for those in need.
3) Reminded everyone that there will be two Commission meetings during December.

Commissioner Kennedy – Commented on the following: 8:00 PM – 8:04 PM

1) Thanked Commissioner Oliver for his comments about Veterans' Day and expressed

gratitude to City Manager Shadrix and City staff for the events.

2) Inquired about highlighting volunteer and donation opportunities on the City website, especially during the holidays.
3) Asked about enforcing golf cart laws with respect to age limitations. **City Manager Shadrix** responded to his comments.

Mayor Johnson – Commented on the following: 8:04 PM – 8:09 PM

1) Asked if the City can discuss middle school drop-off locations with the school board. **City Manager Shadrix** addressed his comment. Discussion ensued.
2) Thanked City Staff for their exceptional work making Ocoee Music Fest a success.

- **ADJOURNMENT** 8:09 PM

APPROVED:

Attest: **City of Ocoee**

_____ _____

Melanie Sibbitt, City Clerk **Rusty Johnson, Mayor**

STAFF REPORT

Meeting Date: December 2, 2025
Item #: 2

Contact Name: Michael Rumer
Contact Number: Ext. 6434

Department Director:
City Manager: Craig Shadrix

Subject: Approval of Contract with Central Florida Strategies for Legislative Affairs and Economic Development Consulting Services (Assistant City Manager Rumer).

Background Summary: In 2021, the City Commission approved a five-year contract with Central Florida Strategies for consulting services to support Legislative Affairs and Economic Development. Staff will be working closely with Central Florida Strategies on issues such as: i) Property Tax Reform, ii) Changes to Chapter 180 FL Statutes dealing with Live Local, iii) state and local transportation and infrastructure initiatives, and iv) Tourist Development Tax. As with the previous client consulting agreement, staff concludes that this arrangement provides significant value to the City based on several factors:

- Hiring an employee to perform this work would cost roughly three times more with benefits and travel demands.
- It would be challenging to find an employee with the necessary industry and legislative relationships required for this role.
- It would also be difficult to find an employee with extensive knowledge of government operations in the metro Orlando area and statewide, combined with a strong understanding of private-sector land development financing.

These factors collectively support continuing the City's successful partnership with Central Florida Strategies. Their expertise, regional insight, and established relationships have consistently delivered value that would be difficult and costly to replicate internally.

Accordingly, City staff recommends that the City Commission waive the purchasing code requirements and authorize the City Manager to execute the attached scope of services with Central Florida Strategies for a one-year term at an annual cost of $60,000, with the option for up to four additional one-year renewals.

Issue:

Should the Honorable Mayor and City Commissioners waive the purchasing code and authorize the City Manager to retain Central Florida Strategies for economic development and legislative affairs for one year at $60,000 annually, with up to four (4) additional one-year renewals?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners waive the purchasing code and

authorize the City Manager to hire Central Florida Strategies for economic development and legislative affairs for one year at $60,000 annually, with up to four (4) additional one-year renewals.

Attachments:
1. CFL Strategies Ocoee 2026

Financial Impacts:
The funding for this contract is included in the approved 2025/2026 budget under GL account 001-512-00-3400.

Type of Item: Consent

CLIENT CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is entered into as of January 2, 2026 by and between the **City of Ocoee** ("Client"), a municipal corporation existing under the laws of the State of Florida, with its principal place of business at 1 North Bluford Ave, Ocoee, FL 34761 and **Central Florida Strategies, Inc.** (Consultant"), a Florida corporation, with its principal place of business at 121 S. Orange Avenue, Suite 1500, Orlando, FL 32801.

In consideration of the mutual promises and covenants set forth below (the mutuality, adequacy and sufficiency of which are hereby acknowledged), the parties hereby agree as follows:

ARTICLE I - AGREEMENT AND DUTIES

Consulting: During the term of this Agreement, on the terms and conditions hereafter set forth. Client retains Consulting to provide certain defined services, and Consultant agrees to provide such services.

Scope: On January 5, 2021, the Ocoee City Commission approved item# 2, authorizing the City Manager to hire Consultant to provide services in the areas of economic development and legislative affairs with four one (1) year renewals.

Consultant' services ("Services") shall be rendered in accordance with professional standards and shall be those assigned by the City Manager, which shall include the following:

Government Relations, Strategic Planning, and Economic Development

1. Intergovernmental and Civic Engagement This section deals with interactions between government entities and civic organizations.

- Advocacy and Promotion: Actively promoting the City's interests and projects to various levels of government, including Orange County Government, the State of Florida, and regional entities like the Florida Department of Transportation (FDOT), Metroplan Orlando, and the Central Florida Expressway Authority.
- Networking and Expertise: Participating in conferences and organizations to stay current and exert influence on key topics like Transportation, Economic Development, Real Estate Development, Infrastructure, and the application of Technology and Artificial Intelligence for Local Governments.
- Legislative Monitoring: Tracking and advocating for local and state legislation that impacts the City.

2. Economic Development and Advocacy This involves activities explicitly aimed at enhancing the City's financial and development standing.

- Project Advocacy: Championing City projects at the local and state levels to secure support and resources.
- Resource Advancement: Utilizing resources to secure funding for projects and to attract new development projects that align with the City's strategic interests.

3. Strategic Planning and Area Focus This involves the long-term, targeted effort to develop and improve specific geographic or functional areas within the City.

- Targeted Funding: Focusing on securing Transportation and Special Project Funding.
- Redevelopment Initiatives: Concentrating efforts on revitalizing specific areas, particularly Community Redevelopment Areas (CRA), Downtown Redevelopment, and Industrial Corridor Redevelopment.

4. Internal Reporting and Communication This details the necessary internal coordination and accountability measures.

- Regular Updates: Maintaining regular meetings and calls to provide timely updates and recommendations to the City Manager and/or the Assistant City Manager.
- Formal Accountability: Providing a Monthly written report to the City Manager for formal tracking and record-keeping.

ARTICLE II- COMPENSATION AND PAYMENT TERMS

A monthly fee of $5,000.00 shall be paid in monthly installments on the first day of month.

Unless prior approval of the City Manager is obtained, the Scope of Work and responsibilities of Consultant does not include the following items:

- Travel Expenses
- Admission or sponsorship fees for conferences, events, and organizations.
- Professional, brokerage, and marketing services necessary for negotiation or implementation of actions recommended by the Consultant.

Any expenses to be incurred by the Consultant shall first be approved in writing by the City Manager and shall be reimbursed to Consultant following submittal of an expense reimbursement form acceptable to the City and in accordance with the Florida Prompt Payment Act.

ARTICLE III- TERM AND TERMINATION

Term: The term of this Agreement is approximately through 60 months, beginning on January 5, 2026.

Renewals: This Agreement may be renewed under the same terms for up to four (4) additional automatic twelve (12) month renewals beginning on January 5, 2027.

Termination: Termination of this Agreement may be with or without cause and may be done by either party with a 60-day written Notice of Termination.

ARTICLE IV· PUBLIC RECORDS

Public Records. Each party acknowledges that the City is bound by Florida's public records law. Consultant agrees to comply with public records law in accordance with Chapter 119. F.S and more specifically as follows:

1. Keep and maintain public records required by the City to perform the service described in this Agreement.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed expect as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the public agency.

4. Upon completion of the contract, transfer at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract. The Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONSULTANT/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANTS'$ DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CITY CLERN MELANIE SIBBITT, AT (407)-905-3100, extension 1026, msibbitt@ocoee.org, mailing address: 150 N. Lakeshore Drive, Ocoee, FL 34761.

ARTICLE V• MISCELLANEOUS

Status: The Consultant shall be deemed an independent contractor for purposes of this Agreement and in connection therewith. Neither party shall have the authority to bind the other nor shall represent to third parties that it does have such authority.

Compliance with Law: Both parties shall comply with all federal, state and local laws, regulation, rules, ordinances and orders of any kind, which are applicable to performance hereunder.

Conflicts: During the term of this Agreement, Consultant may continue to represent other organizations including private companies, other municipalities and government agencies. Should any matter come before the City Commission, a City Board, or City staff in which Consultant represents another party, Consultant shall notify the City and shall not participate in negotiations for either party except as requested to do so by the City.

Severability: The prov1s1ons of this Agreement shall be deemed severable and the invalidity or enforceability of the other provisions shall not affect the validity and enforceability of the other provisions hereof. If any provision of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deeded an original, but all of which together shall constitute one and the same instrument.

Force Majeure: If the performance of this Agreement or any obligation hereunder, except the making of payments hereunder, is prevented, restricted or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes, inability to procure parts, supplies or power; war or other violence; any law, order, proclamation, regulation, ordinance, demand or requirement of any government agency; or any other act or condition whatsoever beyond the reasonable control of the affected party, the party so affected shall, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that the party so affected shall take all reasonable steps to avoid or remove such causes of nonperformance and shall remove performance hereunder with dispatch whenever such causes are removed.

Notices: Any notice or communication from one party to the other shall be in writing and shall be effective, when personally delivered to the party for who intended or the day following deposit when sent by overnight courier or three (3) days following deposit of the same into the United States mail (certified mail, postage prepaid and return receipt requested) addressed, to such other party at the address specified below or such other address as either party may, from time to time, designate in writing to the other party. All notices and other correspondence directed to Consultant shall be addressed to:

Central Florida Strategies, Inc.
121 S. Orange Avenue, Suite 1500
Orlando, FL 32801
adlp@cflstrategies.com

All notices and other correspondence directed to Client shall be addressed to:

City of Ocoee Manager
1 North Bluford Ave.
Ocoee, FL 34761
Craig.Shadrix@ocoee.org

Legal Action and Entire Agreement: This Agreement shall be enforced and interpreted in accordance with the laws of the State of Florida. Any action or proceeding brought by either party against the other arising out of or related to the Agreement shall be brought only in a state or federal court of competent jurisdiction located in Orange County, in the State of Florida and the parties hereby consent to the personal jurisdiction of said courts. This Agreement constitutes the entire Agreement between Consultant and Client with respect to the subject matter herein and shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. Neither this Agreement nor any amendment to this Agreement shall be valid unless in writing and duly authorized by an executive officer of Client and Consultant.

Survivability: The provisions of Article IV (relating to Public Records) and Article V (regarding legal action) shall survive the expiration or termination of this Agreement, except as expressly stated therein.

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

CLIENT: City of Ocoee

_____

By: Craig Shadrix, City Manager

CONSULTANT: Central Florida Strategies, Inc.

_____

By: Angel de la Portilla, President & CEO

STAFF REPORT

Meeting Date: December 2, 2025
Item #: 3

Contact Name: Martrivus Keaton
Contact Number: Ext. 1088

Department Director: Anoch Whitfield
City Manager: Craig Shadrix

Subject: Approval of Surety Bond for Banyan Cove Blvd. & Westbridge Ct. Realignment in Order to Approve and Record a Plat; Project No. LS-2023-005. (Development Engineer Keaton)

Background Summary:

The Banyan Cove Boulevard and Westbridge Court Realignment is located in Commission District 1, on the south side of Clarcona Ocoee Road, west of the realigned North Lakewood Avenue, near the Ocoee Village Center Townhomes. A Plat has been submitted for internal review and approval in order to formally create the associated street rights-of-way, tracts, and retention facilities of the realign Banyan Cove Boulevard and Westbridge Court. The Plat also includes easements for emergency vehicle access, reclaim water lines, drainage, stormwater retention pond, and other public utility easements. All of these improvements and items were approved with the Ocoee Village Center site plan approval.

The applicant, DKC Ocoee Village Center SW, LLC, is platting Banyan Cove Boulevard and Westbridge Court Realignment prior to receiving a Certificate of Completion; therefore, the developer is required to provide a Surety covering the outstanding proposed improvements as approved in the Preliminary / Final Subdivision Plans for the Banyan Cove Boulevard and Westbridge Court Realignment. As such, DKC Ocoee Village Center SW, LLC, has provided the City with a Performance Surety Bond (Bond Number S2704047) from Capitol Indemnity Corporation in the amount of $1,081,775.10.

Staff identifies no issues with the acceptance of the attached Surety.

Issue:

Should the Honorable Mayor and City Commissioners accept the Surety Bond for the Banyan Cove Boulevard and Westbridge Court Realignment plat prior to issuance of a Certificate of Completion?

Recommendations:

The Development Services Department recommends the Honorable Mayor and City Commissioners accept the Surety Bond for the Banyan Cove Boulevard and Westbridge Court Realignment Plat prior to the issuance of a Certificate of Completion.

Attachments:

1. Plat Performance Bond

Financial Impacts:
There are no financial impacts to the City.

Type of Item: Consent

Capitol Indemnity Corporation
P.O. Box 5900
Madison, WI 53705-0900

SUBDIVISION IMPROVEMENTS PERFORMANCE BOND

Bond Number: S2704047

KNOW ALL PERSONS BY THESE PRESENTS,

That **DKC Ocoee Village Center SW LLC** as Principal, and **Capitol Indemnity Corporation**, a corporation organized and existing under the laws of the State of **Wisconsin** with its principal office in the City of Madison (hereinafter called the Surety,) as Surety, are held and firmly bound unto the **City of Ocoee** as Obligee, in the just and full sum of **One Million Eighty One Thousand Seven Hundred Seventy Five and 10/100** Dollars **($1,081,775.10**), to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally firmly by these presents.

The conditions of the obligation is such that:

WHEREAS, the above named Principal, as a condition of the filing to the final subdivision ***map #*** N/A ***of SW Commercial Ocoee Village Center*** entered into an agreement with said Obligee to complete the improvements specified in said agreements.

NOW, THEREFORE, the condition of this obligation is such, that if the above Principal shall well and truly perform said agreement or agreements during the original term thereof or of any extension of said term may be granted by Obligee with or without notice to the Surety, this obligation shall be null and void, otherwise it shall remain in full force and effect.

In witness whereof, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-In-Fact this 12th day of November, 2025

DKC Ocoee Village Center SW LLC
(Print Name of Principal) (Seal)

(Signature of Officer of the Principal)

(Witness)

David Coppa, Chief Executive Officer
(Print Name of Officer of the Principal and Title)

Capitol Indemnity Corporation

(Signature of Attorney-in-Fact) (Seal)

(Witness)

Dalton Lotz, Attorney-in-Fact
(Print Name of Attorney-in-Fact and title)

Countersigned by:

N/A

Copyright 2006, Capitol Transamerica Corporation

Lock Fields

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

S2704047
Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

---------- JAMES B NELSON; MATTHEW COCCO; JARED CARILLO----------
----------AIZA ANDERSON; WENDY KRYSTOPA; JOSEPH B. SMITH; DALTON LOTZ----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----------ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

"**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Todd Burrick
Chief Underwriting Officer

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL WISCONSIN

CAPITOL INDEMNITY CORPORATION

Adam L. Sills
Chief Executive Officer and President

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

DAVID J. REGELE NOTARY PUBLIC STATE OF WISCONSIN

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 12th day of November, 20 25.

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL WISCONSIN

Suzanne M. Broadbent
Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

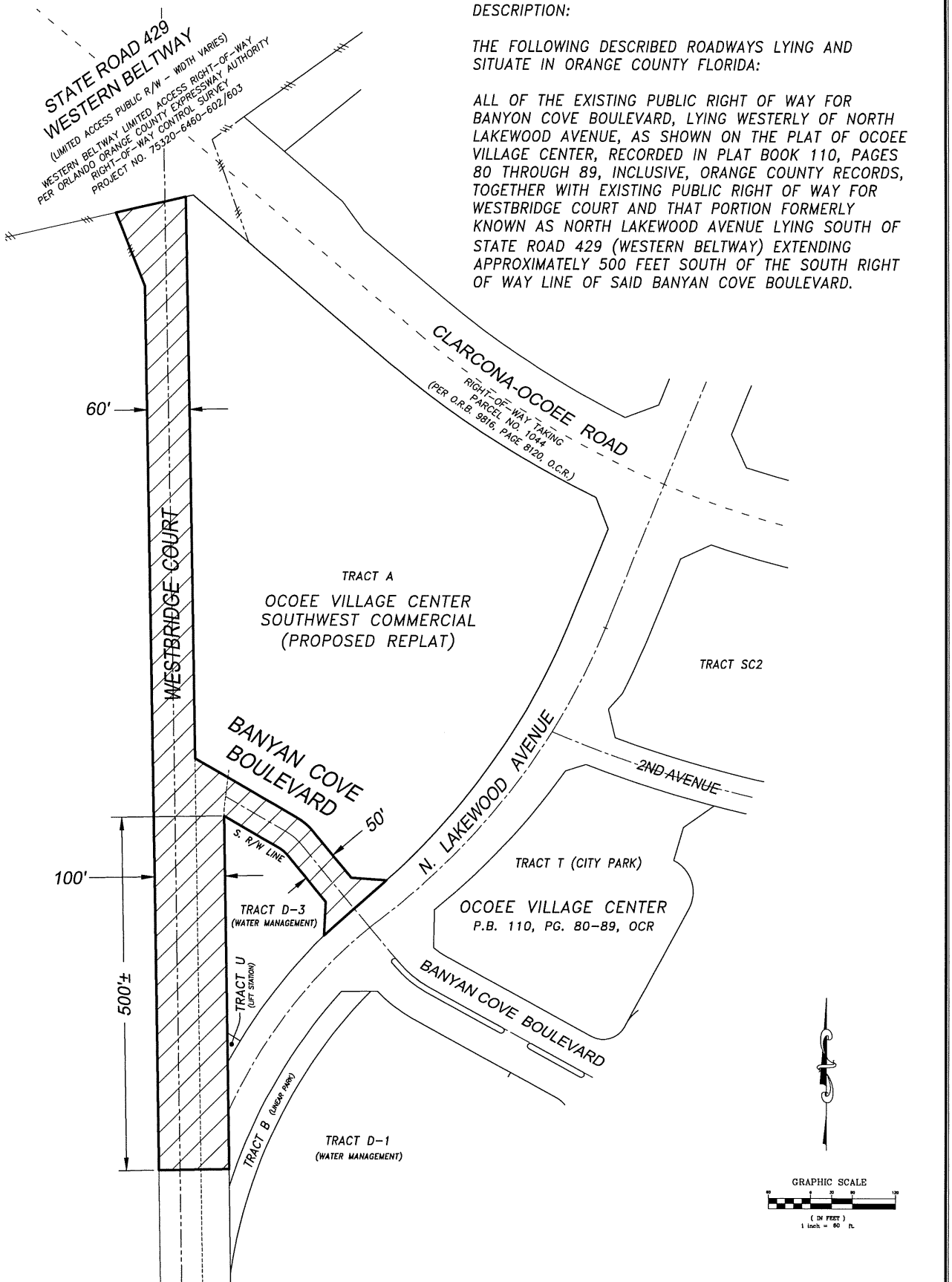
CIC-ePOA-M (Rev. 09-2022)

EXHIBIT "A"

DESCRIPTION:

THE FOLLOWING DESCRIBED ROADWAYS LYING AND SITUATE IN ORANGE COUNTY FLORIDA:

ALL OF THE EXISTING PUBLIC RIGHT OF WAY FOR BANYON COVE BOULEVARD, LYING WESTERLY OF NORTH LAKEWOOD AVENUE, AS SHOWN ON THE PLAT OF OCOEE VILLAGE CENTER, RECORDED IN PLAT BOOK 110, PAGES 80 THROUGH 89, INCLUSIVE, ORANGE COUNTY RECORDS, TOGETHER WITH EXISTING PUBLIC RIGHT OF WAY FOR WESTBRIDGE COURT AND THAT PORTION FORMERLY KNOWN AS NORTH LAKEWOOD AVENUE LYING SOUTH OF STATE ROAD 429 (WESTERN BELTWAY) EXTENDING APPROXIMATELY 500 FEET SOUTH OF THE SOUTH RIGHT OF WAY LINE OF SAID BANYAN COVE BOULEVARD.



CERTIFICATE OF AUTHORIZATION NO. LB 8214

WG GROUP LAND DEVELOPMENT & ENGINEERING SERVICES	SCALE: 1" = 60'	DRAWN: BF	OCOEE VILLAGE CENTER ORANGE COUNTY, FLORIDA	WOHLFARTH CONSULTING GROUP LLC ENGINEERS & PLANNERS 1315 South International Parkway Suite 1101 Lake Mary, Florida 32746 (407) 750-3123	REV. / DATE / DESCRIPTION / BY
	PROJECT: A17	DESIGNED: RCW			
	SHEET: 1 OF 1	CHECKED: WEW			
		DATE: 11/4/2025			

CITY OF OCOEE SIGNATURE PAGE
Performance Surety Bond

CITY:

CITY OF OCOEE, FLORIDA

By:_____
Rusty Johnson, Mayor

ATTEST:

_____
Melanie Sibbitt, City Clerk

(SEAL)

APPROVED BY THE CITY OF OCOEE COMMISSION AT A MEETING HELD ON _____, 2025, UNDER AGENA ITEM NO. ____

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA; APPROVED AS TO FORM AND LEGALITY this ____ day of _____, 20____.

FISHBACK DOMINICK

By: _____
Richard Geller, City Attorney

STAFF REPORT

Meeting Date: December 2, 2025
Item #: 4

Contact Name: Steven Weber
Contact Number: Ext. 1520

Department Director: Steven Weber
City Manager: Craig Shadrix

Subject: Approval of Renewal of Agreement with ClearGov for Budgeting and Digital Budget Book Platform Software. (Finance Director Weber)

Background Summary:
The City has been using ClearGov platform software to produce the annual budget for the past several years. The current service agreement is set to expire on January 31, 2026, and staff has been provided pricing for renewing the agreement. As the anticipated cost of $156,143.27 over the 3-year term exceeds the City Manager's approval threshold, staff is requesting authorization from the City Commission to renew the ClearGov Software agreement through January 31, 2029.

Issue:
Should the Honorable Mayor and City Commissioners approve the renewal of the agreement with ClearGov for the budgeting and digital budget book platform software?

Recommendations:
Staff recommends the Honorable Mayor and City Commissioners approve the renewal of the agreement with ClearGov for the budgeting and digital budget book platform software.

Attachments:
1. ClearGov - Ocoee, FL Service Order (BCM Renewal)

Financial Impacts:
Annual subscription service fees have been budgeted for in the FY26 budget (001-513-00-3400) and will be budgeted in future years.

Type of Item: Consent

ClearGov®

2 Mill & Main; Suite 630; Maynard, MA 01754

Service Order

Created By	Michael Lanza
Contact Phone	(617) 816-7726
Contact Email	mlanza@cleargov.com

Order Date	**Oct 29, 2025**
Order Valid If Signed By	**Dec 4, 2025**

Customer Information

Customer	City of Ocoee	**Contact**	Steven Weber	**Billing Contact**	Steven Weber
Address	1 North Bluford Ave	**Title**	Finance Director	**Title**	Finance Director
City, St, Zip	Ocoee, FL 34761	**Email**	SWeber@ocoee.org	**Email**	SWeber@ocoee.org
Phone	(407) 905-3100			**PO # (If any)**	

The Services you will receive and the Fees for those Services are...

Customer Annual Budgeted Expenditures - All Funds Total		**$140,000,000**
Subscription Services	**Tier / Rate**	**Service Fees**
ClearGov Base Platform - Civic Edition	Tier 4A	$ 3,450.00
ClearGov Operational Budgeting - Civic Edition	Tier 4A	$ 19,050.00
ClearGov Personnel Budgeting - Civic Edition	Tier 4A	$ 19,050.00
ClearGov Capital Budgeting - Civic Edition	Tier 4A	$ 19,050.00
ClearGov Digital Budget Book - Civic Edition	Tier 4A	$ 13,100.00
ClearGov Transparency - Civic Edition	Tier 4A	$ 11,950.00
Bundle Discount: Platform (50%)	Tier 4A	$ (1,725.00)
Bundle Discount: Modules (30%)	Tier 4A	$ (24,660.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		**$ 59,265.00**

ClearGov will provide your Services according to this schedule...

Period	Start Date	End Date	Description
Initial	Feb 1, 2026	Jan 31, 2029	ClearGov Subscription Services

To be clear, you will be billed as follows...

Billing Date(s)	Amount(s)	Notes
Feb 1, 2026	$41,221.27	Annual Subscription Fee
Feb 1, 2027	$52,047.76	Annual Subscription Fee
Feb 1, 2028	$62,874.24	Annual Subscription Fee

Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.

Billing Terms & Conditions		
Valid Until	**Dec 4, 2025**	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	**Net 30**	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions

Original Service Order	As of Feb 1, 2026, this ClearGov Service Order supersedes the ClearGov Service Order with an Order Date of Jan 24, 2019, (the "Original Service Order"). The Original Service Order shall be null and void as of Feb 1, 2026.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order **DO NOT** include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an ***"Annual Term"***), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Agreement	The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions. This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.

Customer	
Signature	
Name	Rusty Johnson
Title	Mayor

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Order Type (ClearGov Internal Use Only)			
Select Order Type for this Service Order	RI	**If XS: Original Service Order Date**	

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.

- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.

- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.

- If Customer is subscribing to any products that require data onboarding:
  - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
  - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
  - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
  - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.

- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.

- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.

- If Customer is subscribing to any products that require data onboarding:
  - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
  - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.

- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.

- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

STAFF REPORT

Meeting Date: December 2, 2025
Item #: 5

Contact Name: Bryan Pace
Contact Number: Ext. 3356

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval of Subgrant for FDOT Highway Traffic Safety Funds. (Police Chief Ogburn)

Background Summary:

The City's rapid growth has resulted in increased traffic volumes, with both residents and visitors relying heavily on local roadways each day. This expansion has also introduced significant challenges, including rising congestion, speeding, and aggressive driving behaviors that threaten public safety.

Recent data indicates that Ocoee ranks 12th out of 105 similarly sized cities in Florida for incidents related to speeding and aggressive driving. High-speed travel, unsafe lane changes, and congestion are contributing to increasingly hazardous conditions for motorists and pedestrians. Addressing these issues is essential to maintaining our community's quality of life and ensuring safe travel throughout the City.

This subgrant application seeks $70,000 in funding with $50,000 to support overtime enforcement operations and $20,000 for necessary equipment to enhance traffic safety efforts. These resources will assist the City in implementing targeted enforcement strategies aimed at reducing risks, lowering crash rates, and improving roadway safety for residents, visitors, and commuters.

Issue:

Should the Honorable Mayor and City Commissioners authorize the Mayor to sign the Letter of Agreement and Contract to accept $70,000 in grant funds via the subgrant from FDOT for Operation Safe Streets?

Recommendations:

It is recommended that the Honorable Mayor and City Commissioners authorize the Mayor to sign the Letter of Agreement and Contract to accept $70,000 in grant funds via the subgrant from the Florida Department of Transportation (FDOT) for Operation Safe Streets.

Attachments:

1. FDOT Subgrant Agreement

Financial Impacts:

Of the $70,000 in grant funds, $50,000 will be allocated for salaries, and $20,000 will be used for the purchase of speed measurement devices necessary for program implementation. There is no required City match.

Type of Item: Consent

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

For FDOT Use Only **Project Number:** SC-2026-00250	**FDOT Contract Number:** G3K70
Federal Funds Awarded: $70,000	**FDOT UEI Number:** RFKGNHR7ZH37
Subgrant Award (Start) Date:	**Subgrant End Date:** 09/30/2026

Part I: GENERAL ADMINISTRATIVE INFORMATION

1. Project Title: Operation Safe Streets
2. Federal Funding: $70,000 Match: $0 Total Cost: $70,000

3. Subrecipient Agency:		4. Implementing Agency:	
Agency Name:	City of Ocoee	Agency Name:	Ocoee Police Department
Address:	1 N. Bluford Ave	Address:	646 Ocoee Commerce Parkway
City:	Ocoee	City:	Ocoee
State:	Florida	State:	Florida
Zip:	34761	Zip:	34761

5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 59-6019764 008

6. Federal Unique Entity Identifier (UEI) Number: PW36JGN235S7

7. Chief Financial Officer:		8. Project Director: **(Can not receive any benefit under this subgrant)**	
Name:	Steve Weber	Name:	Deputy Chief Scott Nylander
Address:	1 N. Bluford Ave	Address:	646 Ocoee Commerce Parkway
City:	Ocoee	City:	Ocoee
State:	Florida	State:	Florida
Zip:	34761	Zip:	34761
Telephone:	(407) 554-7097	Telephone:	(407) 554-7104 3315
E-mail:	sweber@ocoee.org	E-mail:	snylander@ocoee.org
9. Financial Reimbursement Contact:		10. Project Activity Contact:	
Name:	Felicia Sanders	Name:	William Wagner
Title:	Accountant II	Title:	Sergeant
Telephone:	(407) 554-7549 1513	Telephone:	(407) 554-7195 3311
E-Mail:	Fsanders@ocoee.org	E-Mail:	wwagner@ocoee.org

11. Payment Remittance Address:
    - Name: City of Ocoee
    - Address: 1 N. Bluford Ave
    - City: Ocoee
    - State: Florida
    - Zip: 34761

Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the Project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Project Objectives
4. Evaluation

1. Statement of the Problem:

The City of Ocoee in Orange County, Florida, is experiencing rapid growth and has a population nearing 60,000 residents. Spanning 14.1 square miles, Ocoee is strategically situated at the crossroads of major roadways such as State Road 50, State Road 408, and the West Orange Trail, making it a critical hub for commuters traveling between Orlando and Tampa. This rapid expansion has contributed to increasing traffic volume, with residents and travelers alike navigating our roadways daily. Unfortunately, this growth has also brought significant challenges, such as heightened congestion, speeding, and aggressive driving behaviors that jeopardize public safety.

Ocoee was recently ranked 12th out of 105 similar-sized cities in the state of Florida for incidents related to speeding and aggressive driving. The combination of high-speed drivers, erratic lane changes, and congested traffic areas is creating a dangerous environment for both motorists and pedestrians. Addressing these concerns is paramount to preserving the quality of life in our community and ensuring the safety of all who travel through Ocoee. This subgrant application seeks funding to implement traffic safety measures designed to mitigate these risks, reduce crashes, and promote safer roadways for our residents, visitors, and commuters alike.

2. Proposed Solution:

The Ocoee Police Department employs a comprehensive strategy that combines engineering, education, and enforcement to effectively influence driving behaviors. We believe a balance of these elements is essential to make a meaningful impact. Our goal is to improve efforts to enforce laws and educate the public regarding speeding and aggressive driving, ultimately reducing the total number of crashes in Ocoee, particularly those that result in injuries and fatalities.

To achieve this, the department will analyze historical crash data to identify areas where enforcement and education are most needed and likely to be most effective. We will also utilize guidance from the National Highway Traffic Safety Administration's (NHTSA) Countermeasures That Work (CTW), 11th edition. This information will help us schedule high-visibility traffic enforcement overtime details, enforcing a "zero tolerance" policy for speeding and aggressive driving.

Details about these enforcement efforts will be shared with the patrol division to enhance focus in targeted areas, where overtime details will be implemented to address identified problem locations. Officers working the high visibility enforcement (HVE) details in the problem areas will utilize the speed measurement devices purchased under this subgrant. Additionally, reactive speed will be utilized to educate the public about their compliance-or lack there of-with speed limits throughout the city, particularly in targeted areas.

The mission of the Ocoee Police Department includes partnering with the community to enhance the quality of life. To support this, we will attend community relations events such as Coffee with a Cop, Citizens Police Academy, and other local events to share information on safe driving, with a focus on speeding and aggressive driving. We will also collaborate with the Community Traffic Safety Team and the local Law Enforcement Liaison (LEL) and will participate in statewide public awareness campaigns sponsored by the Florida Department of Transportation (FDOT) State Safety Office.

The educational component of this campaign will feature a series of public education messages delivered through the use of message boards, local media outlets, social media, and press releases. These communications will explain the campaign's purpose, goals, and impact on the community.

The Project Director will be responsible for the allocation of personnel to achieve the greatest impact on speeding and aggressive driving. The Project Director will coordinate these enforcement and educational campaigns and ensure daytime/nighttime enforcement is alternated from week to week. This will prevent

motorists from predicting times and locations of enforcement activities to adjust their driving behaviors to only those of known enforcement periods. Also, the Project Director will ensure that funds from this program are used prudently and conservatively to ensure that the award will extend the entire subgrant cycle. Every officer that performs under this subgrant will complete any mandated training and will complete the required Daily Activity Log for each day of enforcement during the subgrant cycle. Those logs will be maintained by the Project Director, who will ensure that copies are attached to each monthly reimbursement invoice submitted to the FDOT State Safety Office.

3. Project Objectives:

a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by the FDOT State Safety Office.

b. Strive to decrease speed and/or aggressive driving crashes and fatalities citywide by 3% when compared to the 10/01 to 06/30 time period from the previous year.

c. Conduct at least 1 speed and/or aggressive driving high visibility overtime enforcement operation per month.

d. Participate in the Southern Slow Down campaign through speed and/or aggressive driving overtime enforcement operations and educational/community activities.

e. Conduct a minimum 3 educational/community outreach events to increase speed and/or aggressive driving awareness during the project period and provide details.

f. Provide speed and/or aggressive driving information and education to the public through the use of multimedia outlets (i.e. message boards, local media outlets, social media, press releases, and/or printed materials) at least 3 times during the project period.

4. Evaluation:

a. Enforcement activity start date.

b. Speed and/or aggressive driving crashes and fatalities are reduced by 3% citywide when compared to the 10/01 to 06/30 time period from the previous year.

c. The number of speed and/or aggressive driving high visibility overtime enforcement operations conducted per month.

d. The number of speed and/or aggressive driving overtime enforcement operations conducted, and education/community activities conducted/participated in during the Southern Slow Down campaign.

e. Detail all educational/community outreach events conducted or participated in to increase speed and/or aggressive driving awareness during the project period.

f. The number of instances that speed and/or aggressive driving information and education is provided to the public through the use of multimedia outlets during the project period.

Part III: PROJECT DETAIL BUDGET

Project Title: Operation Safe Streets

Project Number: SC-2026-00250

FDOT Contract Number: G3K70

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

BUDGET CATEGORY	NARRATIVE	FEDERAL FUNDS	MATCH	TOTAL COST	INDIRECT ELIGIBLE
A. Personnel Services					
Overtime Salary and Benefits	Overtime Salary and Benefits for law enforcement officers, benefits to include FICA (Social Security and Medicare), and Retirement.	$50,000	$0	$50,000	No
	Subtotal:	**$50,000**	**$0**	**$50,000**	
B. Contractual Services					
	Subtotal:	**$0**	**$0**	**$0**	
C. Expenses					
Speed Measurement Devices (Under $5,000 per unit)	Purchase of speed measurement devices necessary for program implementation. Individual devices can not have cost of $5,000 or more.	$20,000	$0	$20,000	No
	Subtotal:	**$20,000**	**$0**	**$20,000**	
D. Equipment Costing $10,000 or More					
	Subtotal:	**$0**	**$0**	**$0**	
E. Indirect Cost					
%		$0		$0	
	Subtotal:	**$0**		**$0**	
	Total Cost of Project:	**$70,000**	**$0**	**$70,000**	

Part IV: PERFORMANCE REPORT

Project Title: Operation Safe Streets

Project Number: SC-2026-00250

FDOT Contract Number: G3K70

Minimum Performance Standards The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.
1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Collect and analyze crash data to determine focus areas for targeted speed and aggressive driving enforcement.
4. Conduct speed and aggressive driving high visibility enforcement operations.
5. Conduct outreach/educational activities for speed and aggressive driving.

National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)
1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.

Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon execution of this Subgrant Agreement ("Agreement") for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient Agency and its Implementing Agency. This Agreement is line item specific and an amendment to the Agreement is required for any reallocation of funds provided herein.

FEDERAL REGULATIONS

1. **Access to Public Records and Monitoring.** The Florida Department of Transportation (FDOT or "Department"), National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this Agreement, as provided under applicable State or Federal law.

   In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this Agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the Project into compliance with this Agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

2. **Audit.** The administration of resources awarded through the Department to the Subrecipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.

   (a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

   (b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

      i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Part VI to this Agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

      ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).

iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.332 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the Office of Management and Budget (OMB) website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program; and/or
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and Project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, Section 215.97, F. S., and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

ix. The Subrecipient, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

(c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation (USDOT) and the Comptroller General of the United States, or their designees.

(d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's, FHWA's and/or NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

3. Offsets. If, after Agreement completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

4. Buy America Act. The Subrecipient agrees to comply and require consultants and contractors to comply with USDOT, FHWA, and/or NHTSA Buy America requirements, including all applicable standards, orders, regulations, and waivers. For NHTSA funded Projects, Subrecipient agrees to comply with NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) as amended, herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

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. FHWA and/or 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.

Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.

5. Clean Air Act and Federal Water Pollution Control Act. Subgrant agreements 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 (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). The Subrecipient shall include this provision in all subcontract awards in excess of $150,000.

6. **Code of Conduct.** The Subrecipient has established, will maintain, and enforce a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

   (a) The Subrecipient agrees to the following disclosures:

      i. The Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to FHWA and/or NHTSA. The disclosure shall include a description of the action which the Subrecipient has taken or proposes to take to avoid or mitigate such conflict.

      ii. FHWA and/or NHTSA will review the disclosure and may require additional relevant information from the Subrecipient. If a conflict of interest is found to exist, FHWA and/or NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of FHWA and/or NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

      iii. Conflicts of interests that require disclosure must include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by FHWA and/or NHTSA or with an organization whose interests may be substantially affected by FHWA and/or NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any subrecipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the award. Key personnel shall include any person owning more than 20 percent interest in a Subrecipient, and the officers, employees or agents of a Subrecipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

7. **Conferences and Inspection of Work.** Conferences may be held at the request of any party to this Agreement. Representatives of the Department or the USDOT, or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

8. **Contract Work Hours and Safety Standards Act.** Where applicable, all subcontracts under this Agreement 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.

9. **Debarment and Suspension.** No subcontract issued under this Agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 1200 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM 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.

10. **Disadvantaged Business Enterprises (DBE).**

   (a) The Subrecipient agrees to the following assurance:

   The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

(b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

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.

11. Methods of Procurement. Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

12. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

(a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing 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) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using 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.

13. Domestic Preference for Procurements. As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

For purposes of this section:

(1) “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.

(2) “Manufactured products” means 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.

14. Equal Employment Opportunity. No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any Project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

15. **No Federal Obligation**. This Agreement is financed by federal funds. However, payments to the Subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, FHWA and/or NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.

16. **Nondiscrimination.** Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination (‘‘Federal Nondiscrimination Authorities’’). These include but are not limited to:

(a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), 49 CFR part 21, and 28 CFR 50.3;

(b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

(c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);

(d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;

(e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

(f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–259), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms ‘‘programs or activities’’ to include all of the programs or activities of the Federal aid recipients, Subrecipients and contractors, whether such programs or activities are Federally-funded or not);

(g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38; and

(h) Nondiscrimination Clause.

During the performance of this subgrant, the Subrecipient 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, FHWA and/or NHTSA;

(4) That, in the event the Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or FHWA and/or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

(5) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program.

17. **Ownership of Data and Creative Material.** The ownership of material, discoveries, inventions and results developed, produced, or discovered by this Agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

    The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

    The Federal Government has the right to:

    (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and

    (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

18. **Political Activity.** The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

19. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Subrecipients are prohibited from obligating or expending loan or subgrant funds to:

    (1) Procure or obtain;

    (2) Extend or renew a contract to procure or obtain; or

    (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

20. **Property Accountability.** The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this Agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.310-200.316, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this Agreement.

21. **Restrictions on Lobbying.** The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

    (a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:

        i. 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;

        ii. 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;

        iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

        iv. 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.

(b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* ''grassroots'') lobbying activities, with one exception. This does not preclude a State official whose salary is supported with FHWA and/or NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

22. Termination and Suspension.

(a) **Generally**. If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR §200.340 through 200.343.

(b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

(c) **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.

23. Human Trafficking. The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project 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 Project.

24. Unauthorized Aliens. The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

25. Title VII - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

26. Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101 et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.

27. Integrity Certification. By signing this Agreement, the Subrecipient 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 Subrecipient 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 Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

28. Federal Encouragements.

(a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

(b) **Policy on Banning Text Messaging While Driving**. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Subrecipients are encouraged to:

i. 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;

ii. 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; and

iii. 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.

29. Reversion of Unexpended Subgrant Funds. All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

STATE REGULATIONS

30. Compliance with State Procurement of Personal Property and Services Laws. The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this Agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

(a) **Section 287.133 (2)(a), F.S.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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

(c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

31. Compliance with State Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this Agreement.

32. Cooperation with Inspector General. It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

33. E-Verify. Subrecipients:

(a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Agreement; and

(b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise 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 Agreement term.

(c) Shall adhere to the requirements in Section 448.095, F.S.

34. Indemnification and Insurance.

(a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subrecipient shall indemnify and hold harmless the Department, 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 Subrecipient and persons employed or utilized by the Subrecipient 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.

(b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

"To the fullest extent permitted by law, the Subrecipient's contractor/consultant 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."

(c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. The Subrecipient shall ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

35. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

36. Responsibility for Claims and Liability. To the extent permitted by law and subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this Agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this Agreement specifically agree that no provision in this Agreement is intended to create in the public or any member thereof, a third-party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

37. Restrictions on Lobbying. No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

38. Retention of Records. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

39. Tangible Property. Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

MISCELLANEOUS PROVISIONS

40. **Prohibited Interests.** The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.
    i. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
    ii. The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
    iii. The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.
41. **Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.
42. **Department Not Obligated to Third Parties**. The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
43. **Relationship of Parties.** The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
44. **When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
45. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
46. **Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.
47. **Bonus or Commission.** By execution of this Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
48. **Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:

    Florida Department of Transportation
    Attn: Traffic Safety Administrator
    State Safety Office, MS 53
    605 Suwannee Street
    Tallahassee, Florida 32399-0450
49. **Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
50. **Jury Trial Waiver.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.
51. **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.

52. Agreement not Assignable. The Subrecipient may not assign any of its rights or obligations under this Agreement.

GRANT MANAGEMENT

53. Amendments. The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this Agreement. Amendments to this Agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this Agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this Agreement shall be in the form of a written request signed by one of the original signatories of this Agreement, or successor in the same position. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

54. Disputes and Appeals. Any dispute, disagreement, or question of fact arising under this Agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing within 6 months of the end of the subgrant period. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Transportation
Attn: Governor's Highway Safety Representative
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this Agreement and in accordance with the Department's decision(s).

55. Equipment. Any equipment purchased under this Agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds. All equipment should be purchased by the Subrecipient within the first ninety days of the subgrant award date unless otherwise approved in writing by the FDOT State Safety Office.

(a) **Use of Equipment.** All equipment shall be used for the originally authorized Agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.

(b) **Equipment Costing $10,000 or More.** Equipment with a useful life of more than one year and an acquisition cost of $10,000 or more per unit shall be subject to the following requirements:

i. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT State Safety Office.

ii. Dispositions must be requested and shall receive prior written approval from the FDOT State Safety Office.

(c) **Disposition of Equipment Costing $10,000 or More.** In the event the equipment is no longer needed for the originally authorized Agreement purpose(s) or has reached the end of its useful life, Subrecipients shall use the Equipment Disposition Request Form 500-065-26 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.

(d) **Disposition of Equipment Costing Less than $10,000.** Equipment that does not meet the unit purchase price threshold of $10,000 shall be disposed of in accordance with the agency's own procurement and disposition policies. Documentation of this disposition shall be noted in the Subrecipient files.

(e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.

(f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR § 200.313. The Subrecipient must use the equipment for the authorized purposes of the Project, whether or not the Project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR §200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the Project or in accordance with other authorized uses under 2 CFR §200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this Project or for other uses authorized by USDOT.

56. Expense Purchases for $200 or more: Any office, training, communication, or computer supplies (including computers) with a per item unit cost of $200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.

57. Excusable Delays. Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.

Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

58. How this Agreement is Affected by Provisions Being Held Invalid. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

59. Ineligibility for Future Funding. The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:

(a) Failure to provide the required audits;

(b) Failure to provide required performance and final narrative reports in the required time frame;

(c) Failure to perform work described in Part II of this Agreement;

(d) Failure to provide reimbursement requests and performance reports in the required time frame;

(e) Providing fraudulent performance reports or reimbursement requests; or

(f) Misuse of equipment purchased with Federal highway safety funds.

60. Performance. In the event of default, noncompliance, or violation of any provision of this Agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this Agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the Project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

61. Personnel Hired or Paid Under this Agreement.

(a) **Project Director.** Persons holding the position of Project Director for this Agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this Agreement.

(b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this Agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this Agreement. No other allocation method is allowable for reimbursement.

(c) **Bonuses or Stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for subgrant execution. Increases in subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Agreement are allowable and eligible for reimbursement.

(d) **Overtime.**

i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as “overtime”, per the Subrecipient policies will be eligible for reimbursement by this Agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.

ii. **Reserve Officer Hours.** Subgrant funds can be used to reimburse detail pay for reserve officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for reserve officer detail to receive reimbursement for reserve officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

iii. **Extra Duty Detail Pay.** Subgrant funds can be used to reimburse extra duty detail pay for officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for detail or extra duty pay outside of regular duties to receive reimbursement for officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

iv. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient’s payroll policy. Each Subrecipient 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 Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

62. Reports. The following reports are required for reimbursement of subgrant funding:

(a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this Agreement.

(b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31, unless otherwise approved in writing by the FDOT State Safety Office. A Final Narrative Report for a project funded by FHWA must meet the same standards and shall be submitted by July 31, unless otherwise approved in writing by the FDOT State Safety Office. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.

(c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.

(d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for Agreement monitoring.

63. Term of this Agreement. This Agreement shall begin on the date the last party signs and shall end on September 30 for NHTSA funded agreements and June 30 for FHWA funded agreements, unless otherwise stipulated by the FDOT State Safety Office on the first page on this Agreement. In the event this Agreement is for services in excess of $25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

64. Travel.

(a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers.*

(b) **Authorization and Restriction.** All travel authorized under this Agreement shall be subject to any additional authorization requirements or restrictions imposed by Executive Order or other guidance from the Governor of Florida; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the Agreement period.

(c) **Prerequisite Approvals.** All Agreement travel that has billable costs shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the Agreement activities and is within the travel budget of the Project and relevant to the Project. Additional detail is required if the travel meets any of the following criteria:

i. Purchase of airfare;

ii. Travel to conference;

iii. Travel which includes a registration fee;

iv. Out-of-subgrant-specified work area travel; or

v. Out-of-state travel.

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in the travel budget.

(d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed $225.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of $225.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the $225.00 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply. An exception to this lodging reimbursement limit may be granted for out-of-state travel if specifically approved in advance, in writing by the FDOT State Safety Office.

(e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.

(f) **Rental Vehicles**. Some rental companies will offer electric vehicles (EV); however, these types of vehicles are not allowable under this subgrant. Any electric vehicle rentals and associated fees will not be reimbursed under this subgrant.

65. Vehicles. Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this Agreement shall be subject to repossession by the FDOT State Safety Office.

FINANCIAL/FISCAL

66. Allowable Costs. The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this Agreement shall be allowable.

67. Subcontract Agreements.

(a) **Requirement for Pre-Approval.** All subcontract agreements must be submitted to the FDOT State Safety Office in draft form for review and written approval. Approval of this Agreement does not constitute approval of subcontract agreements.

(b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include at a minimum the following information:

i. Beginning and end dates of the subcontract agreement (not to exceed this Agreement period);

ii. Total contract amount;

iii. Scope of work/Services to be provided;

iv. Quantifiable, measurable, and verifiable units of deliverables;

v. Minimum level of service to be performed and criteria for evaluating successful completion;

vi. Budget/Cost Analysis; and

vii. Method of compensation/Payment Schedule.

(c) **Additional Required Clauses.**

i. **All subcontract agreements shall contain the following statement**:
"The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert Project number). A final invoice must be received by (insert date) or payment will be forfeited."

ii. **Buy American Act Clause** *(see Section 4 of Part V)*

iii. **Certification Regarding Federal Lobbying** *(see Section 21(a) of Part V)*

iv. **Cooperation with Inspector General** *(see Section 32 of Part V)*

v. **DBE Clause** *(see Section 10 of Part V)*

vi. **E-Verify Clause** *(see Section 33 of Part V)*

vii. **Nondiscrimination Clause** *(see Section 16(h) of Part V)*

viii. **Clean Air Act and Federal Water Pollution Control Act Clause** (subcontracts in excess of $150,000) *(see Section 5 of Part V)*

ix. **Integrity Certification Clause** *(see Section 27 of Part V)*

x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of $100,000) *(see Section 8 of Part V)*

xi. **Indemnification and Insurance** *(see Section 34(b) of Part V)*

xii. **Policy on Banning Text Messaging While Driving Act** *(subcontracts in excess of $15,000) (see Section 28(b) of Part V)*

xiii. **Human Trafficking Clause** *(see Section 23 of Part V)*

xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** *(see Section 12 of Part V)*

xv. **Termination for Convenience** *(see Section 22(c) of Part V)*

68. Indirect Costs. Indirect costs included in this Agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR Part 200, OMB's Uniform Grants Guidance 2024 Revision, and the Subrecipient's federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a maximum de minimis rate of 15% of modified total direct costs in the manner described in 2 CFR §200.414 will be used unless the Subrecipient elected to use a reduced indirect rate in the competitive concept paper application process. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and written approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

Subrecipients will be reimbursed for indirect costs up to the first $50,000 of each subcontract/subaward based on their federally approved negotiated indirect cost rate agreement. Under this Agreement, a subcontract and subaward are treated the same based on their requirement to contribute to the goals and objectives of the project, their purpose in carrying out a portion of the Federal award, and their overall contribution to project implementation.

69. Obligation of Subgrant Funds. Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this Agreement period. Only Project costs incurred on or after the effective date and on or prior to the end date of this Agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

70. Procedures for Reimbursement.

(a) **Overview.** The Department agrees to compensate the Subrecipient for services described in Part II (Project Plan and Supporting Data). The Schedule of Financial Assistance is included as Part III (Project Detail Budget).

(b) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation as established in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report). **ALL requests for reimbursement shall include FDOT Form 500-065-19 Performance Report for the period of reimbursement.** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

(c) **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report) was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges. Invoices for cost reimbursement subgrants must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed, indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

Listed below are types and examples of supporting documentation:

i. **Personnel Services.**

   a. **Salaries**: Timesheets that support the hours worked on the Project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay can be submitted. If this document does not reflect the information needed for a more thorough financial analysis, the Subrecipient shall submit additional pay documentation in a timely manner when requested.

   b. **Fringe Benefits**: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

   c. **Workers' Compensation:** Subrecipients shall provide a Contribution Indication and Bind Order, or other documentation deemed equivalent, prior to the reimbursement of costs associated with workers' compensation. Self-insurers (municipalities and counties) shall be reimbursed using the current rate for class code 7720, as set by the National Council on Compensation Insurance (NCCI), unless sufficient documentation is provided to justify the use of a different rate or to show a lower rate was requested. All reimbursement of workers compensation costs shall be calculated in accordance with Rule 2 "Premium Basis and Payroll Allocation" of the NCCI's Basic Manual.

ii. **Contractual Services.** Should be supported by a copy of the approved, fully executed subcontract agreement, an invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.

iii. **Expenses.** Should be supported by a copy of any required pre-approvals, an invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.

v. **Equipment Costing $10,000 or More.** Should be supported by a copy of any required pre-approvals, an invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

vi. **Indirect Cost.** If the subgrant stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal the totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between colleges and universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

(d) **Non-Aligned Purchases Pre-Approval Requirement**: Pre-approval is required if there are any purchases that cross subgrant years (October 1st – September 30th) for NHTSA funded agreements. A letter requesting pre-approval for purchases crossing into the next subgrant year must be submitted to the FDOT State Safety Office within the first 90 days of the subgrant start date in draft form for review and approval. Only after the written approval from the FDOT State Safety Office is received can a purchase be made.

(e) **Frequency and Deadlines for Submission.**

i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner, or failure to establish and maintain communication with the FDOT State Safety Office regarding claim submissions, may result in this Agreement being terminated.

ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office. Such a request should be distinctly identified as Final and include FDOT Form 500-065-20 Final Narrative Report.

The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office.

(f) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this Agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.

(g) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of $10,000 or more and a useful life of one year or more shall be accompanied by an Equipment Accountability Form (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.

(h) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.

(i) **Artificial Intelligence (AI) Reimbrsement**. The purchase of software whose primary purpose is Artificial Intelligence (AI) software such as ChatGPT, Google AI, etc. are not an allowable expense under the subgrant. Any purchases of this software and associated fees will not be reimbursed under this subgrant.

(j) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient.

(k) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office 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 financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.

(l) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this Agreement term.

(m) **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

(n) **Projects with Non-profit Entities.** Pursuant to Section 216.1366, F. S., the Subrecipient shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Subrecipient.

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S. and must additionally be posted to the Subrecipient's website, if the Subrecipient is a non-profit organization and maintains a website. The Subrecipient shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.

iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

v. "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

71. Tracking and Retention of Financial Records. The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and Projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Subrecipients general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

72. Program Income. Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the Agreement award during the Agreement period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the Agreement award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the Project.

73. **Registration for Attendance.** No activities funded under this Agreement shall charge a registration fee for attendance.

74. **Responsibility of Subrecipient.** The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this Project shall be disbursed in accordance with the provisions of the Project Detail Budget (Part III of this Agreement) as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

REQUIREMENTS

75. **Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.

76. **Enforcement.**

(a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement and does not include handheld radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.

(b) **Aircraft Enforcement**. Subgrant funding will not be utilized or reimbursed for enforcement from aircraft (airplane, helicopter, drone, etc.) without prior written approval from the FDOT State Safety Office.

(c) **Investigations and Court.** Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court, or administrative hearings.

(d) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this Agreement period.

(e) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this 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.

(f) **Hours Limit.** 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 on hours worked.

(g) **Conforming Product List.** Any speed measuring device purchased with subgrant funding shall be in accordance with State approved Speed Measuring Devices listed in 15B-2.013 F.A.C.

(h) **Impaired Driving Enforcement.**

i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.

ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving moblizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.

iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:

a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course;

b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course;

c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course;

d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course;

e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course; or

f. Be an active certified Drug Recognition Expert (DRE).

(i) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(j) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.

(k) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving moblization for Operation Southern Slow Down.

i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(l) **Teen Safe Driving Enforcment.**

i. **Hours of Emphasis.** Emphasis of enforcement operations should be during the hours of 11:00 pm to 6:00 am aligning with the parameters of Florida's Graduated Driver Licensing (GDL) Laws. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. The agency will maintain detailed records of enforcement operations.

ii. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(m) **Campaign Reporting.** All law enforcement agencies that receive subgrant funding are strongly encouraged to report activity in NHTSA mobilizations to the Florida Law Enforcement Liaison Program during the campaign reporting periods

(n) **Administrative Hours Limitation.** Administrative hours may be charged to the subgrant; however, the total cost associated with administrative time shall not exceed 10 hours per month. It is the responsibility of the Subrecipient to ensure that all administrative charges are reasonable, necessary, and properly documented.

(o) **Emergency Response During Subgrant Funded Activities.** If a law enforcement emergency occurs during a subgrant-funded detail and response is required by an officer(s) working that detail, the officer(s) is allowed up to one hour of subgrant-time to respond and return to the traffic enforcement patrol. Any time beyond that hour, or costs related to additional emergencies during the detail, must be covered by the Subrecipient.

(p) **Additional Reports.** The FDOT State Safety Office reserves the right to request a copy of any subgrant-funded Computer Aided Report (CAD).

77. Public Service Announcements, Marketing, and Advertisements.

(a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.

(b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

i. What program/policy the paid media is supporting;

ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol;

iii. The amount allocated for paid media;

iv. Anticipated creative costs associated with the paid media; and

v. The measures that will be used to assess message recognition and penetration of the target audience.

(c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation", or "Funded by FDOT", or FDOT logo, "Brought to you by …." or "Provided by …" may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.

(d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this Agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

78. Public Information and Education Items. Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and written approval.

Requests should include the following:

(a) What public information or educational item is being requested;

(b) What program/policy is the item supporting;

(c) Who the target audience is;

(d) How the item will be distributed;

(e) Estimated unit cost(s) for the item; and

(f) Current inventory levels (if any) of the item.

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this Agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the Project in order to receive the item. Interaction includes attending a presentation, having a discussion with a program representative, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words “Funding provided by the Florida Department of Transportation” or “Funded by FDOT” shall appear on or in all items. “Brought to you by” or “Provided by” may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo “Use of NHTSA Highway Safety Grant Funds for Certain Purchases” (dated May 18, 2016), use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this Agreement.

79. Publication and Printing of Observational Surveys and Other Reports.

(a) **Review and Publication.** During this Agreement period, but before publication or printing, the final draft of any report or reports required under this Agreement or pertaining to this Agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After Agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.

(b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without prior written approval.

(c) **Required Language.** Each publication or other printed report covered by Paragraph 79(a) above shall include the following statement on the cover page:

i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.

ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, or any other agency of the State or Federal Government.

80. Safety Belt Policy. Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

81. Special Conditions.

Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this Agreement are as follows:

CFDA Number and Title:

- ☑ 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NHTSA 403 funds)
- ☐ 20.616 - National Priority Safety Program (NHTSA 405 Funds)
- ☐ 20.205 - Highway Planning and Construction (FHWA Federal Aid Highway Program)

***Federal Funds Awarded:** $70,000

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: 0%

****Award is for R&D:** No

*The federal award amount may change with supplemental agreements
**Research and Development as defined at 2 CFR §200.87

Federal resources awarded pursuant to this Agreement are subject to the following audit requirements:

(a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
www.ecfr.gov

Federal resources awarded pursuant to this Agreement may also be subject to the following:

(a) Federal Funding Accountability and Transparency Act (FFATA) System for Award Management (SAM)
www.sam.gov

(b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Award Identification Number (FAIN):	FAIN Award Date:
69A37525300004020FL0	05/14/2025

Project Title: Operation Safe Streets

Project Number: SC-2026-00250

FDOT Contract Number: G3K70

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

(For FDOT Use Only)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Authorized FDOT State Safety Office Representative

Date: _____
Date Signed

Reviewed for the Florida Department of Transportation:

By: _____
Authorized FDOT Attorney

Date: _____
Date Signed

SUBRECIPIENT

By: _____
Signature of Authorized Representative

Name: _____
Authorized Representative's Name Printed

Title: _____
Authorized Representative's Title Printed

Date: _____
Date Signed

IMPLEMENTING AGENCY

By: _____
Signature of Authorized Representative

Name: _____
Authorized Representative's Name Printed

Title: _____
Authorized Representative's Title Printed

Date: _____
Date Signed

STAFF REPORT

Meeting Date: December 2, 2025
Item #: 6

Contact Name: Alexis Chentouf, Joyce Tolbert
Contact Number: Ext. 3111, Ext. 1516

Department Director: Steven Weber
City Manager: Craig Shadrix

Subject: Approval to Award to Bid (ITB) #26-001 Flewelling 2-Inch Water Main Replacement Project. (Procurement Manager Tolbert)

Background Summary: The City of Ocoee solicited bids from qualified contractors for the installation of approximately 3,050 LF of 6" ductile iron water main and all associated valves, fittings, water services, stub-outs, fire hydrants, blow-offs, and connections to existing water mains. Additionally, the work includes the cutting, capping and abandoning in place of 2" galvanized steel water main. Surface restoration of all impacted facilities, including asphalt roadway trench repair, milling, resurfacing, and replacing asphalt, concrete sidewalk and curbing, driveways (concrete, stone, asphalt, pavers), striping, ADA ramps, sodding, landscaping, etc. Demolition, removal and re-connection of water services and meters. Deflection of existing or proposed utilities, testing, disinfection of new pipelines and dewatering as necessary for installation of new pipe and structures and all other work as shown in the Contract Drawings.

The ITB was publicly advertised on October 5, 2025, and opened on November 4, 2025. There were a total of seven (7) bids received and all were deemed responsive. The bids ranged from $1,084,134.00 to $1,625,719.00 and are available in the finance department for review. Staff recommends awarding ITB #26-001 Flewelling 2-Inch Water Main Replacement Project to the lowest bidder, Schuller Contractors Incorporated, for the total bid of $1,084,134.00 per the attached Award Recommendation from Utilities' Director Jen Bolling. Schuller Contractors Incorporated is currently part of the City's Small Construction Contract and has successfully completed other City Projects. This total bid comes in under the Engineer's Estimate of $1,700,000.00.

	Bidder	Total Bid
1.	**Schuller Contractors Incorporated**	**$1,084,134.00**
2.	J Malever Construction	$1,200.615.00
3.	EZ Contracting, LLC.	$1,244,300.00
4.	Prime Construction Group, Inc.	$1,264,000.00
5.	Clearwater Solutions, LLC.	$1,289,176.56
6.	Pabon Engineering, Inc.	$1,549,500.00
7.	Cathcart Construction Company — Florida, LLC.	$1,625,719.00

Issue:
Should the Honorable Mayor and City Commissioners award the bid for the Flewelling 2-Inch Water Main Replacement Project to Schuller Contractors, Incorporated?

Recommendations:
Staff recommends the Honorable Mayor & City Commissioners:

1. Award ITB #26-001 Flewelling 2-Inch Water Main Replacment Project to Schuller Contractors Incorporated for the amount of $1,084,134.00, and authorize the Mayor, City Clerk, and Staff to execute the required contract documents once the required bonds and insurance are received.

2. Authorize the City Manager to approve change orders to this contract up to the limit of his purchasing authority for each change order and up to the budgeted amount for this project for all change orders.

Attachments:
1. Award Recommendation
2. Bid Tabulation
3. Invitation to Bid
4. Schuller Bid Package
5. Addendum 01
6. Addendum 02
7. Addendum 03
8. Addendum 04
9. Project Plans

Financial Impacts:
The Flewelling 2-Inch Water Main Replacement Project has been budgeted for a total amount of $1,567,075.00 from the Water Capital Improvements Carry Forward Fund (408-533-10-6302) in Job Number P000284. With the cost for design and construction management of the water main at $121,636.00, the available budget for construction is **$1,445,439.00**.

Type of Item: Consent

Mayor
Rusty Johnson

City Manager
Craig Shadrix

ocoee
florida

Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

MEMORANDUM

TO: **Alexis Chentouf**
Purchasing Technician

Through: **Jennifer Bolling, P.E.**
Utilities Director

FROM: **T'Jean Tomlinson, P.E.**
Engineering Manager

DATE: **Wednesday, November 19, 2025**

RE: **ITB #26-001 Flewelling 2-Inch Water Main Replacement Project Award Recommendation**

The Flewelling 2-Inch (a.k.a. Jay, Cardinal, and Orange) Water Main Replacement Project has budget available for Fiscal Year 2025-2026 for a total amount of $1,567,075.00 from the Water Capital Improvements Carry Forward Fund (408-533-10-6302) in Job Number P000284. With the cost for design and construction management of the water main at $121,636.00, the available budget for construction is **$1,445,439.00**. The Utilities Department recommends awarding ITB #26-001 Flewelling 2-Inch Water Main Replacement Project to the lowest responsive bidder for the base bid, Schuller Contractors Incorporated, in the amount of **$1,084,134.00** based on the following:

- On November 04, 2025, bids were opened for Bid ITB #26-001 Flewelling 2-Inch Water Main Replacement Project. The three lowest bidders and their bid prices are listed below.

  1. Schuller Contractors Incorporated
     9125 Parkers Landing, Suite 6
     Orlando, FL 32824
     Base Bid Price: $1,084,134.00

  2. J. Malever Construction Company
     301 Sampey Road
     Groveland, FL 34736
     Base Bid Price: $1,200,615.00

  3. EZ Contracting, LLC.
     5324 56th Commerce Park Boulevard

Tampa, FL 33610
Base Bid Price: $1,244,300.00

The Utilities Department reached out to Orange County Utilities and Orlando Utilities Commission with positive feedback on recent projects completed by the lowest bidder.

ITB #26-001
FLEWELLING 2-INCH WATER MAIN REPLACEMENT PROJECT
BID TABULATION
11/04/25 2:00 P.M.

BID TABULATION		Cathcart Construction Company - Florida, LLC.		Clearwater Solutions, LLC.		EZ Contracting, LLC.		J Malever Construction	
Acknowleged Addendum #1, 2, 3, & 4						✓		✓	
Revised Questionaire						✓		✓	
Bid Security (Bid Bond)						Bid Bond		Bid Bond	
Company Verification/License Check						Active		Active	
Exceptions						No		No	
Required Forms						✓		✓	
DESCRIPTION	**QTY.**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
Mobilization/Demobilization	1	$75,128.00	$75,128.00	$59,998.40	$59,998.40	$50,000.00	$50,000.00	$57,000.00	$57,000.00
General Requirements, Bonds, and Permits	1	$92,870.00	$92,870.00	$28,332.23	$28,332.23	$20,000.00	$20,000.00	$18,000.00	$18,000.00
Maintenance of Traffic	1	$18,520.00	$18,520.00	$28,720.10	$28,720.10	$25,000.00	$25,000.00	$80,000.00	$80,000.00
Erosion Control	1	$27,210.00	$27,210.00	$13,881.17	$13,881.17	$20,000.00	$20,000.00	$5,000.00	$5,000.00
Construction Photographs and Audio - Visual Recording	1	$8,750.00	$8,750.00	$5,078.30	$5,078.30	$10,000.00	$10,000.00	$5,000.00	$5,000.00
Survery (Horizontal and Vertical Controls & As-Builts)	1	$31,406.00	$31,406.00	$17,485.02	$17,485.02	$20,000.00	$20,000.00	$40,000.00	$40,000.00
Cut and Cap Exsisting 2" Galvanized Steel Water Main in Place	6	$1,780.00	$10,680.00	$2,404.21	$14,425.26	$15,000.00	$90,000.00	$2,000.00	$12,000.00
Removal and Disposal of 6" PVC Water Main	25	$60.00	$1,500.00	$198.78	$4,969.50	$100.00	$2,500.00	$60.00	$1,500.00
Furnish and Install 6" Dia. DI Water Main	3,050	$185.00	$564,250.00	$134.22	$409,371.00	$150.00	$457,500.00	$125.00	$381,250.00
Connections to 6" Dia. PVC and DI Water Main	1	$19,257.00	$19,257.00	$35,760.06	$35,760.06	$30,000.00	$30,000.00	$20,000.00	$20,000.00
6" Gate Valve and Box	11	$3,638.00	$40,018.00	$3,699.97	$40,699.67	$8,000.00	$88,000.00	$2,750.00	$30,250.00
General D.I. Fittings	0.5	$15,870.00	$7,935.00	$43,772.78	$21,886.39	$5,500.00	$2,750.00	$12,000.00	$6,000.00
6" Insertion Valve	2	$18,420.00	$36,840.00	$19,644.81	$39,289.62	$25,000.00	$50,000.00	$13,000.00	$26,000.00
Fire Hydrant Assembly	6	$11,814.00	$70,884.00	$7,529.47	$45,176.82	$4,500.00	$27,000.00	$8,000.00	$48,000.00
Double 1" P.E. Service	16	$4,419.00	$70,704.00	$2,451.34	$39,221.44	$2,500.00	$40,000.00	$4,000.00	$64,000.00
Single 1" P.E. Service	25	$3,876.00	$96,900.00	$2,138.97	$53,474.25	$2,000.00	$50,000.00	$3,500.00	$87,500.00
6" x 6" Tapping Sleeve and Valve	2	$9,477.00	$18,954.00	$14,057.26	$28,114.52	$20,000.00	$40,000.00	$6,000.00	$12,000.00
Remove and Replace Concrete Sidewalk 4" Thick	193	$175.00	$33,775.00	$216.06	$41,699.58	$100.00	$19,300.00	$200.00	$38,600.00
Remove and Replace Concrete Driveways 6" Thick	308	$180.00	$55,440.00	$201.25	$61,985.00	$150.00	$46,200.00	$225.00	$69,300.00
Remove and Replace Driveways (Non-Concrete)	261	$125.00	$32,625.00	$187.22	$48,864.42	$50.00	$13,050.00	$65.00	$16,965.00
Removal and Disposal of Exsisting Fire Hydrants	1	$4,777.00	$4,777.00	$3,865.60	$3,865.60	$3,000.00	$3,000.00	$1,750.00	$1,750.00
Removal and Replacement of Asphalt	500	$181.00	$90,500.00	$165.69	$82,845.00	$200.00	$100,000.00	$105.00	$52,500.00
General Restoration	1	$202,759.00	$202,759.00	$128,130.24	$128,130.24	$20,000.00	$20,000.00	$113,000.00	$113,000.00
Utility Coordination	1	$14,037.00	$14,037.00	$35,905.97	$35,905.97	$20,000.00	$20,000.00	$15,000.00	$15,000.00
TOTAL BASE BID			$1,625,719.00		$1,289,179.56		$1,244,300.00		$1,200,615.00
							3		**2**
*License check, submitted forms & references verified only on lowest three firms.									
*Bidders listed in alphabetical order									
*Yellow highlighted amounts represent discrepancies on the Bid Form									
*Missing forms are considered a minor irregularity.									

ITB #26-001
FLEWELLING 2-INCH WATER MAIN REPLACEMENT PROJECT
BID TABULATION
11/04/25 2:00 P.M.

BID TABULATION		Pabon Engineering, Inc.		Prime Construction Group, Inc.		Schuller Contractors Incorporated	
Acknowleged Addendum #1, 2, 3, & 4						✓	
Revised Questionaire						✓	
Bid Security (Bid Bond)						Bid Bond	
Company Verification/License Check						Active	
Exceptions						No	
Required Forms						✓	
DESCRIPTION	**QTY.**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
Mobilization/Demobilization	1	$77,000.00	$77,000.00	$62,500.00	$62,500.00	$51,000.00	$51,000.00
General Requirements, Bonds, and Permits	1	$52,500.00	$52,500.00	$34,720.00	$34,720.00	$36,906.00	$36,906.00
Maintenance of Traffic	1	$45,700.00	$45,700.00	$25,000.00	$25,000.00	$36,000.00	$36,000.00
Erosion Control	1	$3,260.00	$3,260.00	$15,000.00	$15,000.00	$10,800.00	$10,800.00
Construction Photographs and Audio - Visual Recording	1	$10,500.00	$10,500.00	$2,500.00	$2,500.00	$5,000.00	$5,000.00
Survery (Horizontal and Vertical Controls & As-Builts)	1	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$21,660.00	$21,660.00
Cut and Cap Exsisting 2" Galvanized Steel Water Main in Place	6	$3,600.00	$21,600.00	$600.00	$3,600.00	$1,500.00	$9,000.00
Removal and Disposal of 6" PVC Water Main	25	$100.00	$2,500.00	$40.00	$1,000.00	$100.00	$2,500.00
Furnish and Install 6" Dia. DI Water Main	3,050	$240.00	$732,000.00	$198.00	$603,900.00	$130.00	$396,500.00
Connections to 6" Dia. PVC and DI Water Main	1	$25,000.00	$25,000.00	$35,000.00	$35,000.00	$10,000.00	$10,000.00
6" Gate Valve and Box	11	$5,000.00	$55,000.00	$2,800.00	$30,800.00	$3,000.00	$33,000.00
General D.I. Fittings	0.5	$12,000.00	$6,000.00	$12,000.00	$6,000.00	$21,600.00	$10,800.00
6" Insertion Valve	2	$12,500.00	$25,000.00	$5,500.00	$11,000.00	$17,400.00	$34,800.00
Fire Hydrant Assembly	6	$8,800.00	$52,800.00	$12,000.00	$72,000.00	$10,000.00	$60,000.00
Double 1" P.E. Service	16	$4,650.00	$74,400.00	$2,800.00	$44,800.00	$3,431.00	$54,896.00
Single 1" P.E. Service	25	$4,450.00	$111,250.00	$2,600.00	$65,000.00	$2,045.00	$51,125.00
6" x 6" Tapping Sleeve and Valve	2	$14,000.00	$28,000.00	$8,700.00	$17,400.00	$9,800.00	$19,600.00
Remove and Replace Concrete Sidewalk 4" Thick	193	$165.00	$31,845.00	$140.00	$27,020.00	$120.00	$23,160.00
Remove and Replace Concrete Driveways 6" Thick	308	$190.00	$58,520.00	$190.00	$58,520.00	$150.00	$46,200.00
Remove and Replace Driveways (Non-Concrete)	261	$125.00	$32,625.00	$40.00	$10,440.00	$120.00	$31,320.00
Removal and Disposal of Exsisting Fire Hydrants	1	$3,000.00	$3,000.00	$2,800.00	$2,800.00	$3,600.00	$3,600.00
Removal and Replacement of Asphalt	500	$78.00	$39,000.00	$90.00	$45,000.00	$180.00	$90,000.00
General Restoration	1	$35,000.00	$35,000.00	$60,000.00	$60,000.00	$40,267.00	$40,267.00
Utility Coordination	1	$2,000.00	$2,000.00	$5,000.00	$5,000.00	$6,000.00	$6,000.00
TOTAL BASE BID			$1,549,500.00		$1,264,000.00		$1,084,134.00
							1
*License check, submitted forms & references verified only on lowest three firms.							
*Bidders listed in alphabetical order							
*Yellow highlighted amounts represent discrepancies on the Bid Form							
*Missing forms are considered a minor irregularity.							

SECTION 00020

INVITATION TO BID

ITB #26-001 Flewelling 2-Inch Water Main Replacement Project

The City of Ocoee, Florida ("City", "Owner") is soliciting sealed Bids for the Project **ITB #26-001 Flewelling 2-Inch Water Main Replacement Project.**

Description of Work: All Work for the Project shall be constructed in accordance with the drawings and specifications and the Contact Documents prepared by Hazen and the City of Ocoee Utilities Department. The proposed project will be awarded and constructed, in conformance with the plans, specifications, and City of Ocoee Engineering Standards Manual. Bids shall be deemed to include all items necessary for the furnishing, delivering, and installing of all materials, equipment, incidentals, and services, including all labor for the work which is generally described as the following:

A. The Project consists of the installation of approximately 3,050 LF of 6" ductile iron water main and all associated valves, fittings, water services, stub-outs, fire hydrants, blow-offs, and connections to existing water mains. Additionally, the work includes the cutting, capping and abandoning in place of 2" galvanized steel water main. Surface restoration of all impacted facilities, including asphalt roadway trench repair, milling, resurfacing, and replacing asphalt, concrete sidewalk and curbing, driveways (concrete, stone, asphalt, pavers), striping, ADA ramps, sodding, landscaping, etc. Demolition, removal and reconnection of water services and meters. Deflection of existing or proposed utilities, testing, disinfection of new pipelines and dewatering as necessary for installation of new pipe and structures and all other work as shown in the Contract Drawings.
B. All work must be in compliance with the City of Ocoee Engineering Standards Manual. See Section 02100. All work activities shall be required to be in accordance with the permits issued by the respective agencies. All work performed will be required to be done while maintaining the functional operation of the existing reclaim mains.

The City is ONLY accepting electronic solicitation responses online through the City's Euna Procurement platform at https://ocoee.bonfirehub.com. This link can also be accessed through the City's website at https://www.ocoee.org/323/Purchasing under the Current Open Solicitations menu. All Bid submissions for this ITB MUST be submitted electronically through the Euna Procurement Platform. Bid submissions received in any other format will not be accepted; no paper, fax, or e-mailed submissions will be accepted. There is no charge for bidders to use the Euna e-procurement

platform. Euna Procurement platform's minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.

Registration with Euna Procurement is free and is required prior to submitting a bid. It is suggested that prospective bidders register no later than 24 hours in advance of the bid submission deadline to ensure proper registration. Should a Bidder need assistance with registering, please contact the Euna Procurement formally known as Bonfire, Support Desk by emailing support@gobonfire.com. Support by email is provided Monday to Friday from 8:00 a.m. – 8:00 p.m. EST/EDT.

Upon completing the registration with Euna Procurement, bidders will be able to submit a bid securely, any time before the bid submission deadline, at https://ocoee.bonfirehub.com by clicking the "PREPARE YOUR SUBMISSION" under the solicitation. An instructional video is provided for an overview of the submission process. Once the bid has been submitted, the Bidder will receive a date/time stamp confirmation within the Euna Procurement platform and an email confirmation of the bid submission. Bids submitted on the Euna Procurement Platform will remain locked and inaccessible by City staff until the bid deadline. Bidders are encouraged to allow ample time to upload and submit their Bid as the system will automatically lock upon the bid submission deadline. The actual contract award will be made by the Ocoee City Commission at a later date. Please be aware that all City Commission meetings are duly noticed public meetings and all documents submitted to the City as a part of a bid constitute public records under Florida law.

Bid Submission Deadline: Bids will only be accepted electronically through the Euna Procurement Platform **until 2:00 p.m., local time, on November 4, 2025.** Bidders shall submit one (1) complete electronic copy, preferably in a single file, of their Bid on the Bonfire Platform. Bids must be received by Bonfire no later than the bid submission deadline**.** It shall be the sole responsibility of the Bidder to have its Bid **uploaded and submitted** on the Bonfire Platform prior to the due date and time. Any attempt to submit a bid after the submission deadline will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. A virtual public bid opening will be held at approximately 2:01 pm. or as soon thereafter. Once available, the details on how to access the virtual bid opening will be posted in the project file on Euna Procurement and available on the City's website at https://www.ocoee.org/959/Public-Bid-Meetings.

Deadline for Receipt of Questions: The City will receive questions regarding this ITB only through written inquires directed to Alexis Chentouf, Purchasing Technician at achentouf@ocoee.org OR through the questions and answer section of the project file on Euna Procurement until **October 28, 2025 at 2:00 p.m., local time.** Any clarifications/changes will be made by way of written addenda only, issued by Purchasing and posted on Euna Procurement. Bidders should not contact City staff, with the exception of the Purchasing Technician, or other City consultants for information regarding this ITB before the Bid award date. Any contact with any other member of City Staff, City Commission, or its agents during the solicitation, award, and protest period may be grounds for disqualification.

Pre-Bid Conference: A non-mandatory pre-bid conference is scheduled for **10:00 a.m. local time on a Tuesday, October 21, 2025,** at the City of Ocoee Commissions Chambers, 1 N. Bluford Ave, Ocoee, FL 34761.

Bid Bond: A certified check or bid bond shall accompany each Bid. The certified check or bid bond shall be for an amount not less than five percent (5%) of the bid price, and shall be made payable to the City of Ocoee as a guarantee that the Bidder will not withdraw for a period of ninety (90) days after bid closing time. A copy of the bid security is to be included with the bid submitted electronically Bonfire. The original bid security is to be mailed within five (5) business days after the bid opening to: City of Ocoee, Finance Department/Purchasing, Attention: Alexis Chentouf, Purchasing Technician, 1 N. Bluford Avenue, Ocoee, FL 34761. Failure to provide the original will cause your bid to be deemed non-responsive.

Convicted Vendor List (Public Entity Crime). A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on an award to provide any goods or services to a public entity, may not submit a bid on an award with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a award with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See s. 287.133(2)(a), Florida Statutes.]

Florida Public Records Law. In accordance with Chapter 119, Florida Statutes, and, except as may be provided by Chapter 119, Florida Statutes, and other applicable State and Federal Laws, all Bidders should be aware that the Bid and the responses thereto are in the public domain and are available for public inspection. Bidders are requested, however, to identify specifically any information contained in their bids that they consider confidential and/or proprietary and that they believe to be exempt from disclosure, citing specifically the applicable exempting law. All bids received in response to this Invitation to Bid become the property of the City and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.

Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting: 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.

The City reserves the right to accept or reject any or all bids, to waive formalities, technicalities or irregularities, to request clarification of information submitted in any bid, or to re-advertise for new bids. The City may accept any item or group of items of any bid, unless the Bidder qualifies its bid by specific limitations. The City may accept one or more bids if, in the City's discretion, the City determines that it is in the City's best interest to do so.

The City reserves the right to award the contract to the Bidder which, in the City's sole discretion, is the most responsive and responsible Bidder. The City reserves the right, as an aid in determining which bid is responsible, to require a bidder to submit such additional evidence of Bidder's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) with the City and others. The City Commission shall be the final authority in the selection of any and all bids.

END OF SECTION

SECTION 00300

BID FORM

SUBMITTED: 11/4/2025
(Date)

PROJECT IDENTIFICATION: CITY OF OCOEE BID **ITB #26-001**
Flewelling 2-Inch Water Main Replacement Project

NAME OF BIDDER: Schuller Contractors Incorporated

BUSINESS ADDRESS: 9125 Parkers Landing, Suite 6 PHONE NO.: 407-855-5572
CITY, STATE, ZIP: Orlando, Florida 32824

CONTRACTOR'S FEDERAL I.D. NUMBER 59-3513840

CONTRACTOR'S FLORIDA LICENSE NO.: CGC1523893

THIS BID IS SUBMITTED TO: City of Ocoee, Florida (hereinafter called Owner)

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work, as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid Form and in accordance with the other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Bidding Documents, including, without limitation, those dealing with the disposition of Bid Bond. This Bid will remain open for ninety (90) calendar days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Amendment to the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Intent to Award.

3. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and the Agreement and further warrants and represents that:

   a. Bidder has examined copies of all the Bidding Documents and of the following Addenda:

No. 1	Dated: 10/20/2025	No.	Dated:
No. 2	Dated: 10/28/2025	No.	Dated:
No. 3	Dated: 10/30/2025	No.	Dated:
No. 4	Dated: 11/3/2025	No.	Dated:

   (Receipt of all which is hereby acknowledged) and also copies of the Invitation for Bids and the Instructions to Bidders.

Bid Form: Flewelling 2-Inch Water Main Replacement Project					
Item No:	Description	Units	Contract Quantity	Unit Price (in Numbers)	Total Price (in Numbers)
1	Mobilization/Demobilization	Lump Sum	1	$51,000.00	$51,000.00
2	General Requirements, Bonds, and Permits	Lump Sum	1	$36,906.00	$36,906.00
3	Maintenance of Traffic	Lump Sum	1	$36,000.00	$36,000.00
4	Erosion Control	Lump Sum	1	$10,800.00	$10,800.00
5	Construction Photographs and Audio - Visual Recording	Lump Sum	1	$5,000.00	$5,000.00
6	Survey (Horizontal and Vertical Controls & As-Builts)	Lump Sum	1	$21,660.00	$21,660.00
7	Cut and Cap Existing 2" Galvanized Steel Water Main in Place	Each	6	$1,500.00	$9,000.00
8	Removal and Disposal of 6" PVC Water Main	Linear Feet	25	$100.00	$2,500.00
9	Furnish and Install 6" Dia. DI Water Main	Linear Feet	3050	$130.00	$396,500.00
10	Connections to 6" Dia. PVC and DI Water Main	Lump Sum	1	$10,000.00	$10,000.00
11	6" Gate Valve and Box	Each	11	$3,000.00	$33,000.00
12	General D.I. Fittings	Tons	.50	$21,600.00	$10,800.00
13	6" Insertion Valve	Each	2	$17,400.00	$34,800.00
14	Fire Hydrant Assembly	Each	6	$10,000.00	$60,000.00
15	Double 1" P.E. Service	Each	16	$3,431.00	$54,896.00
16	Single 1" P.E. Service	Each	25	$2,045.00	$51,125.00
17	6" x 6" Tapping Sleeve and Valve	Each	2	$9,800.00	$19,600.00
18	Remove and Replace Concrete Sidewalk 4" Thick	Square Yard	193	$120.00	$23,160.00
19	Remove and Replace Concrete Driveways 6" Thick	Square Yard	308	$150.00	$46,200.00
20	Remove and Replace Driveways (Non-Concrete)	Square Yard	261	$120.00	$31,320.00
21	Removal and Disposal of Existing Fire Hydrants	Each	1	$3,600.00	$3,600.00
22	Removal and Replacement of Asphalt	Square Yard	500	$180.00	$90,000.00
23	General Restoration	Lump Sum	1	$40,267.00	$40,267.00
24	Utility Coordination	Lump Sum	1	$6,000.00	$6,000.00
				Total Complete Bid	$1,084,134.00

Company Name: Schuller Contractors Incorporated By: _____

Jonathan Jasiewicz, President

SCHEDULE OF BASE BID/ALTERNATIVE BID MANUFACTURERS/SUPPLIERS
0300 – Process & Utility Piping, Fittings, Valves, And Accessories

Specification Section and Equipment Item	Approved Manufacturer/Supplier		
	First Choice	Second Choice	Third Choice
D.I. Pipe			
HDPE Pipe			
PVC Pipe			
Fittings			
Valves (Plug & Check)			
Valve Boxes			
Valve Pads			
Valve Markers			
Service Connections			
Meter Valves/Corporation Valves			
Polyethylene Pipe			
Tracer Wire			

N/A

SUBSTITUTION LIST Bidder offers the following substitutions and "equal" items.			
Equipment Item or Material	**Spec Section**	**Alternative Manufacturer/Supplier (List One Only)**	**Deductible Amount* (Indicate Whether Lump Sum or Unit Price)**
		N/A	

Represents 50 percent of the difference in cost in accordance with the General Conditions
(Minimum Deductible Amount per Substitution Item shall be $1,000)
(Bidder may make additional copies of this page as required.)

Strike out (X) non-applicable signature block and complete applicable block. (ALL SIGNATORIES MUST HAVE THEIR NAMES PRINTED OR TYPED BELOW THEIR SIGNATURES)
If Bidder is:

SOLE PROPRIETORSHIP

(SEAL)

(Individual's Signature)

(Individual's Name)

doing business as

Business Address:

Phone No.:

Florida License No.: _____

A PARTNERSHIP

(SEAL)

(Partnership Name)

(General Partner's Signature)

(General Partner's Name)

Business address:

Phone No.:
Florida License No.: _____

Strike out (X) non-applicable signature block and complete applicable block. (ALL SIGNATORIES MUST HAVE THEIR NAMES PRINTED OR TYPED BELOW THEIR SIGNATURES)
If Bidder is:

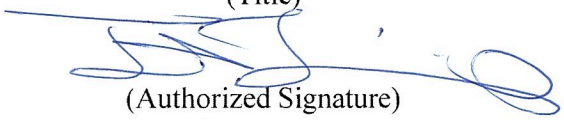
A CORPORATION

Schuller Contractors Incorporated
(Corporation Name)

Florida
(State of Incorporation)

By Jonathan Jasiewicz
(Name of person authorized to sign)

President
(Title)


(Authorized Signature)

(Corporate Seal)

Attest 
Patricia H Consoli
(Secretary)

Business address: 9125 Parkers Landing, Suite 6
Orlando, Florida 32824

Phone No.: 407-855-5572

Corporation President: Jonathan Jasiewicz

Florida License No.: CGC1523893

Strike out (X) non-applicable signature block and complete applicable block. (ALL SIGNATORIES MUST HAVE THEIR NAMES PRINTED OR TYPED BELOW THEIR SIGNATURES)
If Bidder is:

A JOINT VENTURE

By

(Na

ddress)

By

(Nam

(Address)

Business Address:

Phone No.:

Florida License No.:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Florida License No.:

12. List the following in connection with the Surety which is providing the Bid Bond:

Surety's Name: United Fire & Casualty Company

Surety's Address: PO Box 73909, Cedar Rapids, IA 52407-3909

13. Name and address of Surety's resident agent for service of process in Florida:

Florida Surety Bonds Inc

620 N Wymore Rd, #200

Maitland, FL 32751

(Remainder of page intentionally left blank)

CORPORATE AUTHORITY TO EXECUTE DOCUMENTS

I HEREBY CERTIFY that a meeting of the Board of Directors of _____
Schuller Contractors Incorporated, a corporation under
(Contractor's Corporate Name)
the laws of the State of Florida, held on the 4th day of November, 2025, the following resolution was duly passed and adopted:

"RESOLVED, that _____ Jonathan Jasiewicz
(signature of individual) (typed name of individual)
as President of the corporation, is hereby authorized to execute and all documents required to be signed by an officer of the Corporation in order to submit a valid bid, contract and bond for

CITY OF OCOEE
Flewelling 2-Inch Water Main
Replacement Project
ITB #26-001

between the CITY OF OCOEE, a municipal corporation, and this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed shall be the official act and deed of this corporation."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 4th day of November, 2025.
(CORPORATE SEAL)

Patricia H Consoli _____ (Corporate Secretary)

SCHULLER CONTRACTORS INCORPORATED CORPORATE SEAL 1998 FLORIDA

STATE OF FLORIDA
CITY OF OCOEE

The foregoing instrument was acknowledged before me this 4th day of November, 2025 by Jonathan Jasiewicz, President
(name of officer or agent, title of officer or agent), by means of ☑ physical presence or ☐ online notarization, of Schuller Contractors Inc (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He She is personally known to me or has produced n/a (type of identification) as identification and did/did not take an oath.

PATRICIA H. CONSOLI
Notary Public - State of Florida
Commission # HH 378394
My Comm. Expires Apr 9, 2027
Bonded through National Notary Assn.

_____
(Notary Public)
My Commission Expires: 4/9/2027

SECTION 00301
QUESTIONNAIRE

Bidder shall fill out questionnaire form with all information pertinent to his/her company and the Flewelling 2-Inch Water Main Replacement Project.

DATE: 11/4/2025

PROJECT IDENTIFICATION: City of Ocoee ITB #26-001
Flewelling 2-Inch Water Main Replacement Project

NAME OF BIDDER: Schuller Contractors Incorporated

BUSINESS ADDRESS: 9125 Parkers Landing, Suite 6, Orlando, Florida 32824

TELEPHONE NO.: 407-855-5572 EMAIL schullercontractors@gmail.com

CONTRACTOR'S FLORIDA LICENSE NO. CGC1523893

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. How many years has your organization been in business as a General/Underground Contractor?
   27 years (since June 1998)

2. Describe and give the date and owner of the last project the Bidder has completed, similar in type, size, and nature as the one proposed?
   Orlando Utilities Commission, Natalie Urick, Senior Engineer – 407-434-2847, nurick@ouc.com
   Robinson St Water Main & Elextrical Improvements, #4896-5 PA-3
   Completed: November 2024

3. Has the Bidder ever failed to complete work awarded to you? If so, where, and why?
   No

4. Name three (3) municipalities for which the Bidder has performed similar work and contact person: See attached for actual projects completed
   Orlando Utilities Commission, Natalie Urick, Senior Engineer – 407-434-2847, nurick@ouc.com
   Orange County Utilities, James Montalvo, Chief Utilities Inspector, 407-506-2120, James.Montalvo@ocfl.net
   Osceola County, Rene LaPorte, Principal Project Manager, 407-742-0621, Rene.Laporte@osceola.org

5. Has the Bidder personally inspected the site of the proposed Work? Describe any anticipated problems with the site and the proposed solutions?

Yes we have been to the site. We feel on Orange Avenue we will need to take out additional sidewalk to install the pipe. Solution: remove the sidewalk to install the pipe

6. Will the Bidder Subcontract any part of this Work? If so, describe which portions and the percentage of the project:

On Point Surveying	surveying/record drawings	1.37 %
LP Video	project preconstruction video and pictures	.06 %
B&B Underground	direction drilling	1.69 %
EM Paving Corp	Paving	2.63 %
La Costa Sod	sod installation	1.25 %

7. What equipment does the Bidder plan on using to complete the Work?

Komatsu WA200

Komatsu PC55MR-5

various trucks/trailers/small tools

8. State the true and exact, correct, and complete name under which the Bidder does business.

Bidder is: Schuller Contractors Incorporated

Page Continues

9. Does the Bidder have any Exceptions to the terms of the Contract Documents? __ Yes ✓ No

List any exceptions Bidder has to this scope of work or contract terms. (Note: Exceptions will not be considered after the bid has been awarded). The City reserves the right to accept or reject any requested exceptions. Please reference Section 100; Article 4.7, for further clarification. Note if Bidder leaves this question blank, Bidder agrees it has no exceptions.

none

END OF SECTION

SECTION 00301-A

SUBCONTRACTOR & SUPPLIER LIST

Will your firm be doing all the Work with your own forces? Yes____ No✓ (Check yes only if no subcontracting opportunities exist. If you will be doing portions of the Work with your own forces, list these areas and approximate dollar amount allocated for this Work. List suppliers).

List all proposed subcontractors and suppliers to be used to include company names, contractor license number, contact, addresses, phone numbers, type of work subcontracted (trade/commodity), and dollar amount of work. Provide all information requested. Use additional sheets if necessary.

Submit Update Subcontractor/Supplier List with each progress payment requested. Submit Final Subcontractor/Supplier List with Final Payment Request.

COMPANY NAME, CONTACT ADDRESS, PHONE NUMBER	WORK TO BE PERFORMED (TRADE) OR COMMODITY TO BE SUPPLIED	ESTIMATED DOLLAR AMOUNT
1 Florida Surety Bonds 620 N. Wymore Road, Ste. 200 Maitland, FL 32750	bonding service	$8,173.00
2 On Point Surveying PO Box 770931, winter Garden, FL 34777 407-989-8102	surveying services	$14,850.00
3 LP Video Productions, Inc. 1818 Elsa Street, Orlando, FL 32806 407-896-9727	Construction Photo & AV recording	$600.00
4 B&B Underground 321 East Ohio Avenue Lake Helen, FL 32744 386-734-0592	directional drilling	$18,293.00
5 Quikrete P.O. Box 930134 Atlanta,GA 31193	concrete services	$10,800.00
6 Ferguson Enterprises P.O. Box 745875 Atlanta, GA 30374	pipe/fittings/small tools and supplies	$186,744.00
7 La Costa Sod LLC 532 N Bluford Ave, Unit C, Ocoee, FL 34761 407-617-0779	sod installation	$13,566.00

END OF SECTION

SECTION 00302
COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT
(90-96, LAWS OF FLORIDA)

Bidder hereby acknowledges that all costs for complying with the Florida Trench Safety Act are included in the various items of the bid and in the Lump Sum Total Bid Price shown in Section 00300 - Bid Form, "Schedule of Bid Items". For informational purposes only, the bidder is required to further identify these costs in the summary below.

	Trench Safety Measure (Description)	Unit of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A	Slope	LF	3,050	$ 1.50	$ 4575
B				$	$
C				$	$
D				$	$
				TOTAL	$ 4575

BIDDER: Schuller Contractors Incorporated

SIGNED: _____

BY: Jonathan Jasiewicz
(Print or type name)

TITLE: President

DATE: 11/4/2025

THIS IS NOT A PAY ITEM: The purpose of this form is to gather information on the costs associated with trench safety measures and to ensure Bidder has considered these costs and included them in the Lump Sum Total Bid price. Contractor will not receive additional payment if actual quantities differ from those estimated or if the Contractor uses a safety measure different than those listed.

(Failure to complete this Form may result in the Bid being declared non-responsive.)

END OF SECTION

SECTION 00303
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. In accordance with Florida Statute 287.087, whenever two or more bids that are equal with respect to price, quantity, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid 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:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder: Schuller Contractors Incorporated

Signed: _____

By: Jonathan Jasiewicz
(Print or Type Name)

Title: President

Date: 11/4/2025

END OF SECTION

SECTION 00308

HUMAN TRAFFICKING AFFIDAVIT

The undersigned, on behalf of Contractor, hereby attests as follows:

1. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City of Ocoee from executing, renewing, or extending a contract to entities that use coercion for labor or services.
2. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the non-governmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind, and make the above attestation on behalf of, the Contractor. Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.

By: _____
Print Name: Jonathan Jasiewicz
Print Title: President
Company Name: Schuller Contractors Incorporated

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 4th day of November, 2025, by Jonathan Jasiewicz, as President of Schuller Contractors Inc, who is ☑ personally known to me or ☐ produced n/a as identification.

_____
Notary Public Signature
Print Notary Name: Patricia H Consoli
My Commission Expires: 4/9/2027

(Seal)

PATRICIA H. CONSOLI
Notary Public - State of Florida
Commission # HH 378394
My Comm. Expires Apr 9, 2027
Bonded through National Notary Assn.

SECTION 00309

COMPANY NOT AN ENTITY OF FOREIGN COUNTRY OF CONCERN

In accordance with Florida Statute 287.138 and for purposes of this affidavit, "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

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

1. I am an officer or representative of Schuller Contractors Inc (hereinafter "Entity"), and I am authorized to provide this affidavit on its behalf.
2. Entity is not owned by the government of a foreign country of concern.
3. No government of a foreign country of concern has a controlling interest in Entity.
4. Entity is not organized under the laws of or has its principal place of business in a foreign country of concern.
5. If, at any time in the future, Entity does become owned by a foreign country of concern, if a foreign country of concern acquires a controlling interest in Entity, or Entity becomes organized under the laws of or relocated to a foreign country of concern, Entity will immediately notify the City of Ocoee and no contracts may be executed, renewed, or extended between the parties.
6. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by the City of Ocoee.

Authorized Signature: _____

Printed Name: Jonathan Jasiewicz

Title: President

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged ☑ by physical means / ☐ by electronic means before me this 4th day of November 2025, by Jonathan Jasiewicz, who ☑ is personally known to me / ☐ presented n/a as identification and who ☑ did / ☐ did not take an oath.

Notary Public, Commission Seal: _____

Print Name: Patricia H Consoli

PATRICIA H. CONSOLI
Notary Public - State of Florida
Commission # HH 378394
My Comm. Expires Apr 9, 2027
Bonded through National Notary Assn.

00309-1

SECTION 00310

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Schuller Contractors Incorporated [contractor] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Schuller Contractors Incorporated [contractor] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Jonathan Jasiewicz, President

Date: 11/4/2025

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this 11/4/2025 (date) by Jonathan Jasiewicz President (name of officer or agent, title of officer or agent) of Schuller Contractors Inc (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced n/a (type of identification) as identification.

[Notary Seal]

PATRICIA H. CONSOLI
Notary Public - State of Florida
Commission # HH 378394
My Comm. Expires Apr 9, 2027
Bonded through National Notary Assn.

Notary Public

Patricia H Consoli

Name typed, printed or stamped

My Commission Expires 4/9/2027

SECTION 00410
BID BOND

Bidder shall provide the City with a Bid Bond in the amount of five percent (5%) of the contract bid.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Schuller Contractors Incorporated, as Principal, and United Fire & Casualty Company ---------- as Surety, are hereby held and firmly bound unto the City of Ocoee, Florida, as Owner, in the penal sum of, (5 percent of the Contract Bid) $ 54206.70
Fifty Four Thousand, Two Hundred and six, and seventy cents

(written amount in dollars and cents)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 4th day of November, 2025 The Condition of the above obligation is such that whereas the Principal has submitted to the City of Ocoee, Florida a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Project: "ITB #26-001 Flewelling 2-Inch Water Main Replacement Project".

NOW THEREFORE

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder any damages, costs, or expenses, including attorney's fees, incurred by Owner that are proximately caused by such default. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

   3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents,

   or

   3.2 All bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Intent to Award to Bidder within ninety (90) days from the time and date fixed for the opening of Bids (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond, a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer, or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BIDDER:	Strike out (X) non-applicable signature blocks and complete applicable block. All signatures must have their names printed or type below their signature.

If Bidder is **SOLE PROPRIETORSHIP**, complete this signature block.

_____ (Individual's Signature)	(1) _____ (Witness)
_____ (Individual's Signature)	(2) _____ (Witness)
doing business as _____	**(SEAL)**
_____ (Business Address)	
_____ (Telephone No.) _____ (Florida License No.)	

If Bidder is **PARTNERSHIP**, complete this signature block.

_____ (Partnership Name)	(1) _____ (Witness)
_____ (General Partner's Signature)	(2) _____ (Witness)
_____ (General Partner's Name)	**(SEAL)**
_____ (Business Address)	
_____ _____ (Telephone No.) (Florida License No.)	

If Bidder is **CORPORATION,** complete this signature block.

Schuller Contractors Incorporated (Corporation Name)	(1) Patricia N. Consoli (Witness)
Florida (State of Incorporation)	(2) Tiffani Fran (Witness)
By: JOHANN JASIEWICZ (Name of Person Authorized to Sign - See Note 1)	**(SEAL)**
PRESIDENT (Title)	SCHULLER CONTRACTORS INCORPORATED CORPORATE SEAL 1998 FLORIDA
(Authorized Signature)	
(Corporation President)	
9125 Parkers Landing, Unit 6, Orlando, FL 32824 (Business Address)	
(407) 855-5572 (Telephone No.) CGC1523893 (Florida License No.)	

SURETY

United Fire & Casualty Company (Surety Business Name)	Witness: (If agency is not a Corporation) (1) N/A (Witness)
PO Box 73909, Cedar Rapids, IA 52407-3909 (Principal Place of Business)	(2) N/A (Witness)
By: John W. Reich (Surety Agent's Signature - See Note 2)	Attest: (If Agency is a Corporation) Susan L. Reich (Corporate Secretary Signature)
Jeffrey W. Reich (Surety Agent's Name)	Susan L. Reich (Corporate Secretary Name)
Attorney-in-Fact & FL Lic. Resident Agent (Surety Agent's Title)	
Florida Surety Bonds, Inc. (Business Name of Local Agent for Surety)	(Corporate Seal)
620 N. Wymore Rd., #200, Maitland, FL 32751 (Business Address)	
(407) 786-7770 (Telephone No.) N/A (Bond No.)	

NOTES:

(1) Complete and attach "Corporate Authority to Execute Documents" if executed by any corporate employee other than president or vice-president.

(2) Complete and attach a certified copy of "Power-of-Attorney" prepared by Surety appointing individual "Attorney-in-Fact" for execution of Bid Bond on behalf of Surety and corresponding notarized "Attorney-in-Fact".

(3) Above addresses are to be used for giving required notice.

(4) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

(5) Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF Florida)

COUNTY OR CITY OF Orange)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of November, 2025 by Jeffrey W. Reich as Attorney-in-Fact, who is personally known to me or who has produced N/A as identification on behalf of United Fire & Casualty Company, a IA Corporation, (Surety Company) (State) which executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said United Fire & Casualty Company were affixed by order and authority of said (Surety Company)

Company's Board of Directors, and that the execution of the attached bond is the free act and deed of

United Fire & Casualty Company.
(Surety Company)

Given under my hand and seal this 4th day of November, 2025.

Notary Public State of Florida
Migdiel Burgos
My Commission HH 473765
Expires 12/17/2027

(Notary Public) Migdiel Burgos

My Commission Expires 12/17/2027

END OF SECTION

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KIM E. NIV, JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, LISA A. ROSELAND, SONJA AMANDA FLOREE HARRIS, CHERYL A. FOLEY, ROBERT P. O'LINN, SARAH K. O'LINN, EMILY J. GOLECKI, NATHAN K. REICH, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 19th day of August, 2025

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor
Vice President

State of Iowa, County of Linn, ss:

On 19th day of August, 2025, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones
Iowa Notarial Seal
Commission number 173041
My Commission Expires 04/23/2027

Judith A Jones
Notary Public
My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 4th day of November, 2025.

By: Mary A Bertsch
Assistant Secretary
UF&C & UF&I & FPIC

BPOA0049 1217

SECTION 00480

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ORANGE

Jonathan Jasiewicz, being first duly swore deposes and says:

1. He/She is the President (Owner, Partner, Office, Representative or Agent) of Schuller Contractors Incorporated, the Bidder that has submitted the attached Bid;

2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrains from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By: _____
Title: Jonathan Jasiewicz, President

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 4th day of November, 2025, by Jonathan Jasiewicz in the state of Florida County of Orange.

Patricia H Consoli
Notary Public
My Commission Expires: 4/9/2027

PATRICIA H. CONSOLI
Notary Public - State of Florida
Commission # HH 378394
My Comm. Expires Apr 9, 2027
Bonded through National Notary Assn.

END OF SECTION

ocoee
florida

BID CONFLICT OF INTEREST DISCLOSURE FORM

Award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose within their Bid: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, who owns assets or capital stock, directly or indirectly, in the Bidder's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this Bid. (Indirect ownership or benefit applies to any members of his or her immediate family.) Bidder certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Bidder agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Staff, and other key City employees and consultants involved in the award and administration of this contract.

According to Chapter 112, Florida Statutes, the term "conflict of interest" "means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest", and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

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

✓ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Bid.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Bid.

Acknowledged by:

Schuller Contractors Incorporated
Firm Name

Signature

Jonathan Jasiewicz, President
Name and Title (Print or Type)

11/4/2025
Date

SECTION 00481
CERTIFICATION OF NONSEGREGATED FACILITIES

Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under this control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor are incorporated herein.

Note:

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date November 4, 2025.

Schuller Contractors Incorporated

By: _____

Jonathan Jasiewicz, President

(Title)

Official Address (including Zip Code):

9125 Parkers Landing, Suite 6

Orlando, Florida 32824

ATTACH AND INCLUDE AS PART OF PROPOSAL FORM; FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION OF YOUR BID.

END OF SECTION

SECTION 00482
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. 1. This sworn statement is submitted to City of Ocoee, Florida by Schuller Contractors Incorporated
(Entity)

by Jonathan Jasiewicz, President
(Print individual's Name & Title)

whose business address is 9125 Parkers Landing, Suite 6

Orlando, Florida 32824

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material representation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime: or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement I have marked below is true in relation to the entity submitting this sworn statement. (please indicate which statement applies).

✓ Neither the entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of this entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of this entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding concerning the conviction before a Hearing Officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Please attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID FOR A PERIOD OF ONE YEAR. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Schuller Contractors Incorporated
Jonathan Jasiewicz, President

Date: 11/4/2025

Name of Bidder (Contractor)

STATE OF FLORIDA

COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 4th day of November, 2025 by Jonathan Jasiewicz affixed his/her signature in the place provided above on this 4th day of November, 2025.

Notary Public Patricia H Consoli

My Commission Expires: 4/9/2027

PATRICIA H. CONSOLI
Notary Public - State of Florida
Commission # HH 378394
My Comm. Expires Apr 9, 2027
Bonded through National Notary Assn.

END OF SECTION

SECTION 00483
CERTIFICATION OF NONDISCRIMINATORY LABOR PRACTICES

This certification relates to a construction contract proposed by the City of Ocoee.

Equal Opportunity Employment: The Contractor shall not discriminate on the basis of race, color, national origin, gender, age, handicapped status, veteran status, and/or religion in performing the work governed by this contract. The City is an Equal Opportunity Employer (EOE) and as such encourages all contractors to comply with EOE regulations. Any subcontract the Contractor may enter into shall include this clause with the same degree of application being encouraged.

I am the undersigned prospective construction contractor or subcontractor. I certify that:

(1) I have ✓ I have not _____ participated in a previous contract or subcontract subject to the Equal Opportunity Clause and

(2) if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause, I have _____ I have not _____ filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

I understand that, if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause and have failed to file all reports due under the applicable filing requirements, I am not eligible, and will not be eligible, to have my bid or offer considered, or to enter into the proposed contract or subcontract, unless and until I make an arrangement regarding such reports that is satisfactory to the office where the reports are required to be filed.

I agree that I will obtain identical certifications from prospective lower-tier sub-contractors when I receive bids or offers or initiate negotiations for any lower-tier construction subcontracts with a price exceeding $10,000. I also agree that I will retain such certifications in my files.

Date November 4, 2025.

By: _____
(Signature of Authorized Official)

Schuller Contractors Incorporated
(Name of Construction Contractor or Subcontractor)

9125 Parkers Landing, Suite 6, Orlando, Florida 32824
(Address of Construction Contractor or Subcontractor)

407-855-5572
(Telephone Number)

59-3513840
(Employer Identification No.)

END OF SECTION

SECTION 00484
CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

Bidder certifies that the company is not participating in a boycott of Israel. Bidder certifies that Bidder is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that Bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, Bidder shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. Bidder agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. City shall have the right to terminate any contract resulting from this solicitation for default if Bidder is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

Bidder: Schuller Contractors Incorporated

By: _____
(Authorized Signature)

Printed Name and Title: Jonathan Jasiewicz, President

Date: 11/4/2025

END OF SECTION

Mayor
Rusty Johnson

City Manager
Craig Shadrix

Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

October 20, 2025

ADDENDUM NO. ONE (1)
CITY OF OCOEE
ITB #26-001 Flewelling 2-Inch Water Main Replacement Project

This addendum shall modify and become a part of the original ITB Documents for ITB #26-001. This addendum consists of two (2) pages. Bidders should acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

Answers to questions received and/or Amendments to the ITB Documents are as follows

1. Questions / Answers

Q1. Is there a geotechnical report available for this project?

A1. No.

Q2. Does the city have a preferred method for the trenchless construction. Is pneumatic boring (Missile) acceptable or is directional drilling preferred?

A2. The DIP water main installation method is by open cut only. Long services shall be installed by horizontal directional drill; the City does not permit the use of the missile method, as previous projects have experienced repeated issues with missiles becoming stuck beneath the roadway. Short services shall be installed by open cut.

Q3. Is bedding required for the DI pipe?

A3. It is not normally required for laying ductile iron pipe unless conditions are wet. It will be required for all areas dictated on the plans and specifications such as TEEs, hydrants, etc.

Continue to Next Page

Q4. In spec section 00100-9 12.12. the written value of the capped mobilization value is five percent, but the numeric valve is 4%. Section 1505-3 has it at 5%. Please clarify what is the capped value of the mobilization value for this project.

A4. The mobilization is five percent (5%).

Alexis Chentouf

Alexis Chentouf
Purchasing Technician

cc: Jen Bolling, Utilities Director

Mayor
Rusty Johnson

City Manager
Craig Shadrix

Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

October 27, 2025

ADDENDUM NO. TWO (2)
CITY OF OCOEE
ITB #26-001
Flewelling 2-Inch Water Main Replacement Project

This addendum shall modify and become a part of the original ITB Documents for ITB #26-001. This addendum consists of eight (8) pages. Bidders should acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

Answers to questions received and/or Amendments to the ITB Documents are as follows

1. Questions / Answers

Q1. Is there any property near the job that can be used for Lay down yard?

A1. It will be the Contractor's responsibility to find and secure a Lay Down Yard but the City will be open to the Contractor using the areas circled in red on the attachment below. This will be decided during the Pre-Construction Meeting.

Q2. Is the city assuming responsibility for the meter connections?

A2. The Contractor will be responsible for meter connections to the re-routed water services lines from the homes.

Q3. What is the engineer's estimate for the scope of work on this project?

A3. Approximately $1,700,000.00

Q4. Section 1001-34 has the contractor providing a furnished trailer for the exclusive use of the engineer. Please clarify if this is a requirement for this project.

A4. Owner/Engineer's field office is not required.

Q5. With the existing waterline located in the back property line. Who will be responsible to connect the new water service built during this project which will be located at the roadway R/W to the house's existing service located in the backyard / along the back property line? If this is done by others / residents will it be required to be done during the 270 construction days? If all the residents are not connected by that date will the contractor be responsible / compensated to come back and cap the back yard main service line once all the residents are connected in the block?

A5. The City will be reaching out to plumbers to re-route the services from the back of the homes to the front at the point of connection for the new services.

Q6. In section 500-6 - 7.9 The contractor shall perform work with a value not less than 30% of the contract value but in section 200-23 - 9 It says No more than 30% of the dollar value of the total bid for the work shall be performed by subcontractors. What is the % of the contract value that can be done by the prime contractor and all other subcontractors?

A6. No more than 30% of the work shall be performed by subcontractors.

Q7. In the questionnaire section page 301-18 it references contractors license number and how many years has your organization been in business as a general contractor? This type of project should allow for the use of a underground contractors license or a general contractor license be meet the license requirement of the prime contractor. Will a underground contractor license number and years of experience be acceptable on this questionnaire for this job?

A7. Yes, the requirement shall be open to firms holding either an Underground Contractor's License or a General Contractor's License. Please refer to the revised Questionnaire form attached.

Q8. Is trenchless required or can long services be done by open trench?

A8. Trenchless is required for long services. Please see the answer on Addendum 1 for Q2 for more information.

Q9. Does the City require project name, contract no., description, etc with the municipalities?

A9. Yes.

Q10. Who is responsible for landscaping and paver restoration? Will there be any storing or palletization?

Page Continues

A10. The City does not require the Contractor to replace pavers removed in the ROW that conflict with construction nor does the City require the Contractor to restore landscaping planted by the resident in the City's ROW that is within the path of construction. Material outside of the City's ROW on the resident's private property that is damaged by the Contractor will be the responsibility of the Contractor to repair/replace and any disputes shall be between the Contractor and the resident. Prior to Construction, the City will send Project Introduction Letters to residents regarding the removal and stockpiling of landscaping and pavers. It will be the resident's responsibility to coordinate with the City regarding what will be kept and the stockpile location for the resident to re-install after the project. The Contractor shall take the upmost care in removing landscaping and pavers to be stockpiled as to not damage the material.

Q11. For the project below 2 Insertion Valves are called out but I did not notice the manufacturer for these valves in the bid docs. What are the acceptable manufacturers for insertion valves for the City of Ocoee?

A11. The City has used the Manufacturer Hydra-Stop for the Insertion Valves in recent projects.

Q12. Will the contractor be able to have a daily flagging lane closure to install the pipe?

A12. The contractor can have a one lane flagging operation to install the pipe. All TTC and site safety is the responsibility of the contractor. Any TTC set ups must be submitted with a timeline, reviewed, and approved by City Staff in advance of the work proposed.

Q13. Will the contractor be able to close Center St with a detour to make each of the 3 connections to the existing waterline and do the road crossing on Center Street. A separate closure and detour would be used for the mill & repave operation at the 3 connection points

A13. The City would consider a road closure on Center St to make the connections and repairs. Again, all TTC and site safety is the responsibility of the contractor. Any TTC set ups must be submitted with a timeline, reviewed, and approved by City Staff in advance of the work proposed.

Q14. Does this project have any BABA or AIS requirements that requires the contractor to have to buy American made materials?

A14. No, as this project is not State or Federal funded.

2. Section 00300 – Questionnaire

- **The revised Section 00300 will be attached to this addendum**

3. Marked Plans for Approved Lay Down Areas

- **The marked drawings will be attached to this addendum.**

Alexis Chentouf

Alexis Chentouf
Purchasing Technician

cc: Jen Bolling, Utilities Director

Attachments:

Questionnaire

Marked Plans for Approved Lay Down Areas

SECTION 00301
QUESTIONNAIRE

Bidder shall fill out questionnaire form with all information pertinent to his/her company and the Flewelling 2-Inch Water Main Replacement Project.

DATE:_____

PROJECT IDENTIFICATION: City of Ocoee ITB #26-001
Flewelling 2-Inch Water Main Replacement Project

NAME OF BIDDER:_____

BUSINESS ADDRESS:_____

TELEPHONE NO.:_____EMAIL_____

CONTRACTOR'S FLORIDA LICENSE NO._____

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. How many years has your organization been in business as a General/Underground Contractor?

   _____

2. Describe and give the date and owner of the last project the Bidder has completed, similar in type, size, and nature as the one proposed?

   _____
   _____
   _____

3. Has the Bidder ever failed to complete work awarded to you? If so, where, and why?

   _____
   _____
   _____

4. Name three (3) municipalities for which the Bidder has performed similar work and contact person:

   _____
   _____
   _____

5. Has the Bidder personally inspected the site of the proposed Work? Describe any anticipated problems with the site and the proposed solutions?

_____
_____
_____

6. Will the Bidder Subcontract any part of this Work? If so, describe which portions and the percentage of the project:

_____
_____
_____
_____
_____

7. What equipment does the Bidder plan on using to complete the Work?

_____
_____
_____
_____

8. State the true and exact, correct, and complete name under which the Bidder does business.

Bidder is:_____

Page Continues

9. Does the Bidder have any Exceptions to the terms of the Contract Documents? __ Yes __ No

List any exceptions Bidder has to this scope of work or contract terms. (Note: Exceptions will not be considered after the bid has been awarded). The City reserves the right to accept or reject any requested exceptions. Please reference Section 100; Article 4.7, for further clarification. Note if Bidder leaves this question blank, Bidder agrees it has no exceptions.

_____

_____

_____

END OF SECTION


Lake Moxie
Caballero Ct
Fleweling Ave
Fleweling Ave
Lewis St
West Ave
Spring Ave
Hill Ave
Orange Ave
Cardinal St
Jay St
Alaska Dr
Hawaii Dr
Starke Lake Cir

Mayor
Rusty Johnson

City Manager
Craig Shadrix

Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

October 30, 2025

ADDENDUM NO. THREE (3)
CITY OF OCOEE
ITB #26-001
Flewelling 2-Inch Water Main Replacement Project

This addendum shall modify and become a part of the original ITB Documents. This addendum consists of one (1) page. Bidders should acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

Answers to questions received and/or Amendments to the ITB Documents are as follows

Q1. There are several large trees that appear to be in the city right of way. Due to the close proximity to the new water main, these trees cannot be protected IAW the Root Pruning and Root Barrier Detail. Will the city remove these trees, or allow them to be removed? Would there be an allowance for this if the contractor has to remove them?

A1. Procurement reached out to the prospective bidder to obtain more specific information regarding the trees in question; however, no response was received. Without knowing more specific information, the City cannot answer if a tree or multiple trees will be removed by the City or be allowed for removal. The Engineer of Record (EOR), the City, and the Contractor will work together to resolve any issues with root pruning or the installation of root barriers with the most cost-effective method.

Q2. Are the meters and meter boxes provided and installed by the City??

A2. Please see Addendum 02, Answer #2.

Q3. Which insertion valve does the City prefer?

A3. Please see Addendum 02, Answer #11.

Shannon Hopper

Shannon Hopper, CPPB
Purchasing Technician II

cc: Jen Bolling, Utilities Director

Mayor
Rusty Johnson

City Manager
Craig Shadrix

Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

November 3, 2025

ADDENDUM NO. FOUR (4)
CITY OF OCOEE
ITB #26-001
Flewelling 2-Inch Water Main Replacement Project

This addendum shall modify and become a part of the original ITB Documents. This addendum consists of one (1) page. Bidders should acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

Answers to questions received and/or Amendments to the ITB Documents are as follows

Q1. Can you please provide clarification to question 2 in addendum 3 on who is furnishing the meters and meter boxes? Also, if the contractor is to furnish, please provide a model and manufacturer for the boxes and meters.

A1. The City will furnish both the meters and meter boxes.

Alexis Chentouf
Purchasing Technician
cc: Jen Bolling, Utilities Director

UTILITIES DEPARTMENT
CITY OF OCOEE

ISSUED FOR BID SUBMITTAL
FLEWELLING 2-INCH WATER MAIN REPLACEMENT

HAZEN PROJECT NO.: 41154-004
AUGUST 2025

CITY COMMISSION

RUSTY JOHNSON, MAYOR

CRAIG SHADRIX, CITY MANAGER

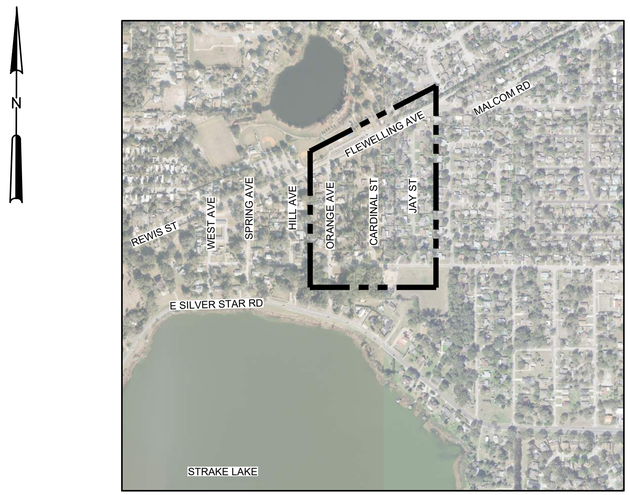
MICHAEL RUMER, ASSISTANT CITY MANAGER

SCOTT R. KENNEDY, DISTRICT 1 COMMISSIONER

ROSEMARY WILSEN, DISTRICT 2 COMMISSIONER, PRO-TEM

RICHARD FIRSTNER, DISTRICT 3 COMMISSIONER

GEORGE OLIVER III, DISTRICT 4 COMMISSIONER



LOCATION MAP
NOT TO SCALE

LIST OF DRAWINGS

SHEET NUMBER	SHEET TITLE
GENERAL	
G-01	TITLE SHEET, LOCATION MAP AND LIST OF DRAWINGS
G-02	GENERAL NOTES
G-03	ABBREVIATIONS AND SYMBOLS
CIVIL	
C-01	KEY MAP
C-02	PLAN AND PROFILE STA 0+00 TO STA 4+50
C-03	PLAN AND PROFILE STA 4+50 TO STA 8+20
C-04	PLAN AND PROFILE STA 10+00 TO STA 15+15
C-05	PLAN AND PROFILE STA 15+15 TO STA 20+26
C-06	PLAN AND PROFILE STA 22+00 TO STA 26+60
C-07	PLAN AND PROFILE STA 26+60 TO STA 31+52
C-08	PLAN AND PROFILE STA 31+52 TO STA 34+00
C-09	EXISTING 2-INCH WATER MAIN ABANDONMENT LIMITS
STANDARD DETAILS	
CD-01	CITY STANDARD DETAILS - SHEET 1
CD-02	CITY STANDARD DETAILS - SHEET 2
D-01	STANDARD DETAILS
D-02	POLLUTION PREVENTION DETAILS
D-03	MATERIAL QUANTITY TABLE

811
Know what's below.
Call before you dig.

Hazen

HAZEN AND SAWYER
2420 S. LAKEMONT AVENUE, SUITE 325,
ORLANDO, FLORIDA 32814

PROJECT ENGINEER OF RECORD: MELANIE PECKHAM, PE No. 66487

GENERAL NOTES:

1. ALL MATERIAL USED IN THE CONSTRUCTION OF THIS PROJECT SHALL BE NEW AND IN ACCORDANCE WITH THE CITY OF OCOEE ENGINEERING STANDARDS MANUAL APPROVED MANUFACTURER'S LIST, DETAILS AND APPLICABLE FDEP REGULATIONS. WHERE REFERENCED STANDARDS CONFLICT, THE MORE STRINGENT STANDARDS SHALL APPLY.

2. CONTRACTOR SHALL CONTACT SUNSHINE 811 A MINIMUM OF 2-DAYS AND A MAXIMUM OF 5-DAYS PRIOR TO START CONSTRUCTION.

3. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF THE PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATION, ELEVATIONS AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES AFFECTING HIS WORK PRIOR TO CONSTRUCTION. EFFORTS WERE MADE TO INDICATE CONFLICTS BUT SHALL NOT BE LIMITED TO CONFLICTS SHOWN ON THE PLANS. IF DISCREPANCIES ARE DISCOVERED IN THE FIELD, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE CITY CONSTRUCTION REPRESENTATIVE.

4. CONTRACTOR SHALL PROVIDE TEMPORARY SANITATION FACILITIES FOR CONSTRUCTION PERSONNEL'S USE AND PAY ALL FEES FOR RENT, PUMP OUT, AND MAINTENANCE OF THE UNITS. UNAPPROVED DUMPING OF WASTE INTO EXISTING SANITARY LINES IS NOT ALLOWED.

5. CONTRACTOR SHALL SECURE THE STAGING AREA SITE FROM THE PUBLIC THROUGHOUT THE DURATION OF THE CONSTRUCTION CONTRACT TO PREVENT THEFT AND PROTECT PUBLIC FROM ACTIVE WORK AREAS. OPEN TRENCHES AND EXCAVATIONS SHALL BE FILLED IN EACH DAY OR OTHERWISE PROPERLY TAPED OFF WITH WARNING SIGNS POSTED TO PROMOTE PUBLIC SAFETY.

6. CONTRACTOR SHALL VERIFY IN THE FIELD THE LOCATION AND ELEVATION OF ALL EXISTING UTILITY CONNECTION POINT(S) PRIOR TO STARTING CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE CITY CONSTRUCTION REPRESENTATIVE OF ANY DISCREPANCIES FOUND.

7. CONTRACTOR TO ENSURE CONTINUOUS UTILITY SERVICES DURING CONSTRUCTION OF PROPOSED UTILITY. ANY INTENTIONAL SERVICE INTERRUPTION SHALL BE COORDINATED WITH AND APPROVED BY THE AFFECTED UTILITY.

8. CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT EXISTING AND NEWLY CONSTRUCTED UTILITIES DURING CONSTRUCTION. SHOULD ANY UTILITY LINE OR COMPONENT BECOME DAMAGED OR REQUIRE RELOCATION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE AFFECTED UTILITY COMPANY AND THE CITY CONSTRUCTION REPRESENTATIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING UTILITIES CAUSED DURING HIS OPERATIONS WITH NO ADDITIONAL COMPENSATION.

9. CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT EXISTING STRUCTURES WITHIN THE CITY RIGHT-OF-WAYS DURING CONSTRUCTION. STRUCTURES SHOWN ON THE PLANS TO BE REMOVED AND REPLACED SHALL BE RESTORED TO THE GREATER OF THE EQUIVALENT PRE-CONSTRUCTION CONDITION OR CURRENT CITY SPECIFICATIONS. STRUCTURES DAMAGED BY CONSTRUCTION THAT ARE NOT SHOWN ON THE PLANS TO BE REMOVED AND REPLACED SHALL BE REPAIRED BY THE CONTRACTOR WITH NO ADDITIONAL COMPENSATION.

10. CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ANY UNSUITABLE MATERIAL FROM THE CONSTRUCTION OPERATION. UNSUITABLE MATERIAL SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS. WHERE CONFLICTS EXIST BETWEEN REQUIREMENTS, THE MOST STRINGENT SHALL APPLY.

11. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY AND THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONSTRUCTION SAFETY. CONTRACTOR IS RESPONSIBLE FOR ANY SPECIAL PRECAUTIONS THAT MAY BE REQUIRED IN THE VICINITY OF POWER LINES AND OTHER UTILITIES.

12. CONTRACTOR IS RESPONSIBLE FOR CLEARLY IDENTIFYING THE AREA OF CONSTRUCTION. CONTRACTOR SHALL PROVIDE, ERECT AND MAINTAIN EFFECTIVE BARRICADES, DANGER SIGNALS, SIGNS AND PEDESTRIAN DETOURS IN ALL AREAS WHERE REQUIRED FOR THE PROTECTION OF THE WORK AND THE SAFETY OF THE PUBLIC.

13. THE CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN ALL NECESSARY TRAFFIC CONTROL AND SAFETY DEVICES, IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS, LATEST EDITION. THE CONTRACTOR SHALL SUBMIT A MAINTENANCE OF TRAFFIC PLAN (INCLUDING FDOT INDEX NUMBERS) FOR BOTH VEHICULAR AND PEDESTRIAN TRAFFIC FOR REVIEW PRIOR TO BEGINNING CONSTRUCTION. FOR ANY PORTION OF THE MAINTENANCE OF TRAFFIC PLAN THAT DEVIATES FROM THE FDOT STANDARD INDEX, THE CONTRACTOR SHALL SUBMIT A PLAN SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF FLORIDA.

14. THE CONTRACTOR SHALL TAKE ALL REASONABLE MEANS TO ELIMINATE THE TRANSPORT OF DUST FROM THE PROJECT SITE. SPECIAL MEASURES, SUCH AS PERIODICALLY APPLYING WATER TO THE WORK SITE TO PREVENT DUST SHALL BE INCORPORATED INTO THE CONTRACTORS WORK PLAN. THE CONTRACTOR SHALL ENSURE THAT ADJACENT PROPERTIES ARE NOT IMPACTED BY WIND EROSION OR EMISSIONS OF UNCONFINED PARTICULATE MATTER IN ACCORDANCE WITH RULE 62-296.320(4)(C)1.

15. ALL SECTION CORNERS OR PROPERTY CORNERS DISLOCATED OR DISTURBED BY THE CONSTRUCTION ACTIVITIES SHALL BE RESET BY A REGISTERED LAND SURVEYOR AT THE CONTRACTOR EXPENSE.

16. UNLESS OTHERWISE NOTED ON THE PLANS, FINAL GRADE SHALL GENERALLY BE THE SAME AS EXISTING GRADE.

17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TESTING OF ALL MAINS IN ACCORDANCE WITH CURRENT STANDARDS OF LOCAL JURISDICTION. CONTRACTOR SHALL NOTIFY THE CITY CONSTRUCTION REPRESENTATIVE AT LEAST 48 HOURS IN ADVANCE OF PERFORMING TESTS.

18. CONTRACTOR SHALL MAINTAIN AS-BUILT INFORMATION ON A REGULAR BASIS DURING CONSTRUCTION. CONTRACTOR SHALL PROVIDE CERTIFIED UTILITY AS-BUILT DRAWINGS IN ACCORDANCE WITH SECTION 3.01.05 OF THE CITY OF OCOEE ESM UPON COMPLETION OF THE WORK. (SEE CONTRACT DOCUMENTS).

19. ALL POTABLE AND FIRE SYSTEM COMPONENTS SHALL REMAIN OPERATIONAL DURING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO THESE SYSTEMS.

20. UNLESS OTHERWISE SHOWN, ALL PIPE SHALL BE INSTALLED VIA OPEN CUT CONSTRUCTION.

21. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AND THE CITY OCOEE UTILITY INSPECTOR AT (407) 666-5209 AT LEAST 48 HOURS BEFORE BEGINNING CONSTRUCTION. CONTRACTOR TO COORDINATE WITH INDIVIDUAL UTILITY OWNERS FOR RELOCATION, SUPPORT OF POLES, ETC. THAT ARE NECESSARY FOR CONSTRUCTING THE PROJECT AS SHOWN IN THE PLANS.

22 THE CONTRACTOR SHALL COORDINATE WITH CITY OF OCOEE AND OBTAIN APPROVAL BEFORE BEGINNING ANY LANE CLOSING OPERATIONS.

23. CITY ROADS TO BE OPEN CUT SHALL BE TEMPORARILY RESTORED UTILIZING DETAILS IN THIS PLAN SET. FOR FINAL RESTORATION OF CITY ROADS, CONTRACTOR SHALL UTILIZE DETAIL PW002. ALL PAVEMENT MARKINGS SHALL BE REPLACED IN LIKE KIND AND WITH MATERIALS IN ACCORDANCE WITH CITY SPECIFICATIONS, LATEST EDITION.

24. ANY SIDEWALK BEING REMOVED SHALL BE REPLACED IN ACCORDANCE WITH A.D.A STANDARDS FOR RUNNING AND CROSS SLOPING REPAIRS SHALL BE PER CITY OF OCOEE STANDARD DETAIL THE CONTRACTOR SHALL PROVIDE ADEQUATE AS-BUILT SPOT ELEVATIONS TO DETERMINE CODE COMPLIANCE.

25. CONTRACTOR SHALL MAINTAIN ADA COMPLIANT PEDESTRIAN ACCESS DURING CONSTRUCTION

26. ASPHALT REPAIRS TO ADJACENT OPEN CUTS SHALL BE DONE AT THE SAME TIME TO AVOID MULTIPLE PATCHES AND JOINTS.

27. A PRECONSTRUCTION MEETING SHALL TAKE PLACE WITH CITY OF OCOEE STAFF, ENGINEER, UTILITY COMPANIES, AND CONTRACTOR BEFORE THE START OF CONSTRUCTION.

28. WATER AND WASTEWATER SYSTEMS SHALL NOT BE PLACED IN SERVICE (FOR TEMPORARY OR PERMANENT USE) UNTIL ALL TESTING AND INSPECTIONS HAVE BEEN COMPLETED. TEST REPORTS AND AS-BUILTS FOR THOSE SYSTEMS COMPLETED SHALL BE SUBMITTED AND CLEARANCE OBTAINED FROM APPLICABLE UTILITIES AND PERMITTING AGENCIES BEFORE ANY SUCH USE.

29. EXISTING DRAINAGE STRUCTURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED. DRAINAGE STRUCTURES THAT HAVE NOT BEEN CALLED OUT TO BE REPLACED AND ARE DISTURBED BY THE CONSTRUCTION ACTIVITY SHALL BE REPLACED BY THE CONTRACTOR AT HIS SOLE EXPENSE.

30. ALL PIPING MATERIALS AND ANY MATERIALS THAT WILL BE IN DIRECT CONTACT WITH DRINKING WATER MUST CONFORM TO APPLICABLE AWWA AND NSF REQUIREMENTS.

31. ALL MATERIALS SHALL BE IN COMPLIANCE WITH CITY OF OCOEE STANDARDS.

32. ANY DEVIATION FROM THE CITY OF OCOEE ENGINEERING STANDARDS MUST BE REQUESTED AND APPROVED IN WRITING PRIOR TO CONSTRUCTION.

33. IN CASE OF EMERGENCY. CONTACT THE CITY OF OCOEE UTILITIES ADMINISTRATION AT (407) 905-3159 DURING BUSINESS HOURS OR THE CITY OF OCOEE EMERGENCY DISPATCH AT (407) 428-5766 AFTER BUSINESS HOURS.

34. CONTRACTOR SHALL REFER TO THE CITY OF OCOEE ENGINEERING STANDARDS MANUAL, LAND DEVELOPMENT CODE, APPROVED MATERIALS LIST AND CITY DETAILS. THE MOST STRINGENT STANDARD BETWEEN THE CITY OF OCOEE STANDARDS AND STANDARDS SET FORTH IN THESE NOTES SHALL BE FOLLOWED.

35. AS-BUILTS SHALL BE SUBMITTED TO THE CITY SIGNED AND SEALED IN ACCORDANCE WITH SECTION 3.01.05 OF THE ENGINEERING STANDARDS MANUAL IN THE FOLLOWING FORMATS:

    A. ONE PDF COPY
    B. ONE CAD COPY DRAWN IN STATE PLANE COORDINATES

36. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAY OR WALKWAY SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.

37. ALL TRENCHES OR OTHER EXCAVATIONS NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS ARE TO BE BACK FILLED AND PROTECTED AT THE END OF EACH DAY.

38. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE STABILIZED WITHIN A REASONABLE PERIOD OF TIME TO ASSURE MINIMUM EROSION OF SOILS. ALL EXPOSED AREAS SHALL BE SODDED AS SPECIFIED WITHIN 30 DAYS OF FINAL GRADING.

39. CONTRACTOR TO EMPLOY BEST MANAGEMENT PRACTICES THROUGHOUT CONSTRUCTION IN ORDER TO ENSURE POLLUTION PREVENTION. CONTRACT TO COMPLY WITH ALL LOCAL STATE AND OTHER GOVERNMENTAL ENVIRONMENTAL REGULATIONS THROUGHOUT CONSTRUCTION.

40. ALL STATIONS, OFFSETS, AND ELEVATIONS ON THESE PLANS ARE APPROXIMATE AND MAY REQUIRE ADJUSTMENT BASED ON FIELD CONDITIONS. CONTRACTOR TO PROVIDE CONSISTENT WATER MAIN SLOPE BETWEEN ELEVATIONS INDICATED ON PLANS.

41. ANY DISTURBED RESIDENTIAL YARDS SHALL BE FINE GRADED AND SODDED WITH LIKE KIND SOD. ALL EDGES OF NEW SOD THAT ABUTS EXISTING SOD SHALL BE CUT IN SO THE EXISTING GROUND COVER AND THE NEW SOD ARE FLUSH WITH EACH OTHER.

42. THE CONTRACTOR SHALL REPLACE / REPAIR ANY RIGHT-OF-WAY OR PRIVATE PROPERTY IMPROVEMENTS DAMAGED DURING THE COURSE OF THE WORK.

43. THE CONTRACTOR SHALL FURNISH AND INSTALL FITTINGS, COUPLINGS, CONNECTIONS, SLEEVES, ADAPTERS, HARNESS RODS AND CLOSURE PIECES AS REQUIRED TO CONNECT PIPELINES OF DISSIMILAR MATERIALS AND/OR SIZES FOR A COMPLETE INSTALLATION.

44. PROJECT REQUIRES A PRE-CONSTRUCTION VIDEO FOLLOWING THE REQUIREMENTS LISTED IN THE PROJECT MANUAL.

45. CONTRACTOR SHALL COORDINATE WITH HOMEOWNERS REGARDING PAVER STOCKPILING WHERE IMPACTED BY THE WORK.

PROJECT SURVEY NOTES:

1. SURVEY FOR EXISTING SUBSURFACE FEATURES WAS PROVIDED BY ECHO UES, INC., 400 STATE ROAD 434, SUITE 1024, OVIEDO, FLORIDA 32765. DATED SEPTEMBER 2024. THE LAST DATE OF FIELD EFFORT WAS ON 09/24/2024.THE LAST DATE OF EFFORT FOR TEST HOLE COLLECTION WAS ON TBD.

2. THE HORIZONTAL POSITIONS FOR ALL FEATURES SHOWN ON THE MAP ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT (NAD 83/11), ZONE 901, FLORIDA EAST. HORIZONTAL CONTROL WAS ESTABLISHED USING THE FLORIDA DEPARTMENT OF TRANSPORTATION'S (FDOT) FLORIDA PERMANENT REFERENCE NETWORK (FRPN), A REAL TIME KINEMATIC (RTK) GLOBAL POSITIONING SYSTEM (GPS).

3. VERTICAL INFORMATION SHOWN HEREON IS RELATIVE TO SITE CONTROL AS PROVIDED BY CLIENT.

4. THE LOCATION OF ALL EXISTING UTILITIES, POWER, WATER, SEWER, PHONE, COMMUNICATION AND STORM DRAINAGE SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR INACCURACY. PRIOR TO START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING UNDERGROUND UTILITIES, WHETHER SHOWN ON THE PLANS OR LOCATED BY THE UTILITY COMPANY. ALL UTILITIES WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER/OWNER IMMEDIATELY. ANY FEES ASSOCIATED WITH UTILITY RELOCATIONS SHALL BE BORNE IN ACCORDANCE WITH THE RESPECTIVE UTILITY COMPANY STANDARDS. IF IT IS REQUESTED THAT UTILITY COMPANIES MOVE THEIR PARTICULAR UTILITIES, ANY DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR BY THE RELOCATION OF THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.

WATER MAIN CONSTRUCTION NOTES:

1. EXISTING 2-INCH WM PLACED OUT OF SERVICE SHALL BE CUT AND CAPPED.

2. INSTALL NEW HYDRANTS AND NEW ISOLATION VALVES ON THE NEW WATER MAINS AS NOTED.

3. PRESSURE TEST AND DISINFECT EACH SECTION OF NEW WATER MAIN BETWEEN ISOLATION VALVES AND OBTAIN CLEARANCE FROM FDEP PRIOR TO MAKING CONNECTIONS TO CUSTOMERS.

4. CONTRACTOR SHALL BE RESPONSIBLE FOR PERFORMING ALL BACTERIOLOGICAL TESTING PER FDEP REQUIREMENTS AND THESE CONTRACT DOCUMENTS. CONTRACTOR SHALL SCHEDULE A CERTIFIED WATER LAB TO PULL BACTERIOLOGICAL SAMPLES NO MORE THAN 24 HOURS AFTER DISINFECTING WATER MAINS.

5. CONTRACTOR SHALL COORDINATE WITH THE CITY AND RESIDENTS WHEN TRANSFERRING SERVICES FROM EXISTING MAINS TO NEW MAINS. NO SERVICES SHALL BE TRANSFERRED UNTIL NEW MAINS HAVE BEEN APPROVED FOR USE. WATER SERVICE SHALL BE MAINTAINED AT ALL TIMES. WHERE SHUTDOWN IS REQUIRED, THE LOSS OF SERVICE SHALL BE KEPT TO A MINIMUM, AND PRE-APPROVED BY ENGINEER AND OWNER. CONTRACTOR SHALL PROVIDE ADVANCE NOTICE TO THE CITY OF OCOEE AND SERVICE CONNECTIONS PRIOR TO ANY LOSS OF SERVICE. WHERE REMOVAL SEQUENCING REQUIRES TEMPORARY SERVICES BE INSTALLED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SUCH SERVICES.

6. NOTIFY EACH CUSTOMER AT LEAST 48 HOURS BEFORE DISCONNECTING WATER SERVICE FOR THE REPLACEMENT OF EXISTING POTABLE WATER FEED. NOTIFICATION SHOULD BE MADE BY DOOR HANGERS WITH WORDING APPROVED BY THE CITY AND PROVIDE DATE AND TIME PERIOD THAT CAN BE EXPECTED FOR THE INTERRUPTION OF SERVICE.

7. AFTER ALL CUSTOMERS HAVE BEEN TRANSFERRED TO THE NEW WATER MAIN, CUT AND CAP THE CONNECTIONS TO THE EXISTING WATER MAIN AT THE TIE-IN POINT TO THE DISTRIBUTION SYSTEM BEFORE ABANDONING EXISTING MAINS.

8. SERVICE CONNECTION TO NEW WATER MAINS SHALL INCLUDE SERVICE SADDLES, CORP STOPS, POLY TUBING, ANGLED CURB STOPS AND RECONNECTION TO EXISTING METERS.

9. ALL NEW WATER MAINS REQUIRE A FULL DIAMETER FLUSH WITNESSED BY THE CITY OF OCOEE UTILITY INSPECTOR. PRELIMINARY PRESSURE TESTING IS REQUIRED PRIOR TO SCHEDULING ANY FORMAL TESTING WITH THE CITY'S UTILITY INSPECTOR.

10. CONTRACTOR SHALL CONTACT THE CITY OF OCOEE UTILITY INSPECTOR AT LEAST 48 HOURS PRIOR TO ALL PRESSURE TESTS AND DISINFECTION OF WATER MAINS.

11. ALL JOINTS OF WATER MAINS SHALL BE RESTRAINED. ASSUME THAT THE EXISTING PIPE IS NOT RESTRAINED. FOR TIE-INS, EXCAVATE EXISTING PIPE JOINTS, FITTINGS AND VALVES AND RESTRAIN IN ACCORDANCE WITH CITY STANDARD DETAILS.

12. MAXIMUM DEFLECTIONS AT PIPE JOINTS, FITTING AND LAYING RADIUS FOR THE VARIOUS PIPE LENGTHS SHALL NOT EXCEED 75 PERCENT OF THE PIPE MANUFACTURER'S RECOMMENDATION.

UTILITY PROVIDERS:

A. POTABLE WATER, RECLAIMED WATER, SANITARY SEWER: CITY OF OCOEE (407) 905-3159

B. TELEPHONE: CENTURYLINK (850) 815-3144

C. TELEPHONE: CHARTER COMMUNICATIONS (813) 302-0800

D. ELECTRIC: DUKE ENERGY (407) 629-1010

E. FIBER: ZAYO GROUP (406) 496-6510

F. TELEPHONE: AT&T (800) 247-2020

Date:	12/30/2024	**Test Hole Data Report**								**Crew Members:**			NR, AA		
ECHO Project #:	24-336	12612 Challenger Pkwy, Ste 320 Orlando, Florida 32826			ECHO UTILITY ENGINEERING & SURVEY		ECHO UES, Inc. www.echoues.com 888.778.ECHO -GROW, INSPIRE, MAKE A DIFFERENCE-			**City, State:**			OCOEE, FL		
Financial Project #:	N/A									**General Location:**			CENTER ST		
Truck No.:	VT-02									**Coordinate Unit of Measure:**			US Survey Feet		

Utility Type		**Utility Material**		**Identified By:**	**Abbreviations**	**Offset Measured From:**
BE = Buried Electrical	RCW = Reclaimed Water	AC = Transite	GALV = Galvanized Pipe	HUB = Survey Hub	N/A = Not Applicable	EP= Edge of Pavement
GM = Gas Main	TS = Traffic Signal	CI= Cast Iron	HDPE = High Density Polyethylene Pipe	IRC = Iron Rod & Cap "ECHO TEST HOLE"	NAD = North American Datum	BC = Back of Curb
BT = Buried Telephone	SL = Street Light	CP = Concrete Pipe	PE = Polyethylene Pipe	NL = Nail & Disk "ECHO TEST HOLE"		BL = Baseline of Survey
FOC = Fiber Optic Cable	EFF = Effluent	DBC = Direct Buried Cable	PVC = Polyvinyl Chloride	SLEEVE = Sleeve	NAVD = North American Vertical Datum	COORD = Survey Coordinates
WM = Water Main	GS = Gas Service	CMP = Corrugated Metal Pipe	STL = Steel	X = "X" in Concrete		CL = Centerline
SAN = Sanitary Sewer	WS = Water Service	CONC = Concrete	VCP = Vitrified Clay Pipe	**Surface Type**	UNK = Unknown	HUB = Survey Hub
STM = Storm Sewer	UNK = Unknown Utility	CPP = Corrugated Plastic Pipe	PCCP = Prestressed Cylinder Concrete Pipe	ASPH = Asphalt	CL = Cement Line	RW = Right of Way
CATV = Cable Television	BED = Buried Electrical Duct	DCT = Duct		CONC = Concrete	OIL = Oil Line	ST = Swing Ties
FM = Force Main	RAS = Return Actived Sludge	DIP = Ductile Iron Pipe	RCP = Reinforced Concrete Pipe	NG = Natural Ground	ETH = Ethanol Fuel	X = "X" in Concrete

Test Hole	Utility Type	Utility Material	Utility Size Outside Diameter inches	Utility Manual Depth feet (top)	Cross Sectional View	Utility Direction	Identified By	Surface Type	Surface Thickness inches	Apparent Utility Owner	**Datums:**		Ground Elevation	Utility Elevation (top)
											Horizontal: NAD83/11 **Vertical:** NAVD88			
											Northing	Easting		
1-1	WM	PVC	7"	2.50'	○	E-W	IRC	NG	N/A	CITY OF OCOEE	1542969.98'	484586.08'	141.97'	139.47'
1-2	EXP	N/A	N/A	N/A	N/A	N/A	NL	CONC	3"	N/A	1543305.91'	484566.57'	152.87'	N/A
1-3	BT	PE	2.5"	2.70'	○	E-W	IRC	NG	N/A	LUMEN	1543108.88'	484938.02'	152.55'	149.85'
1-4	WM	PVC	7"	2.70'	○	E-W	IRC	NG	N/A	CITY OF OCOEE	1542955.62'	485262.56'	149.18'	146.48'
1-5	BT	PE	2.5"	6.00'	○	N-S	IRC	NG	N/A	LUMEN	1543269.13'	485258.27'	156.31'	150.31'

Notes: TH 1-2: EXPLORATORY- NO UTILITIES FOUND; VACUUMED 6'; PROBED TO 12'

Prepared by: CB *Date: 12/30/2024*

Checked by: EC *Date: 1/10/2025*

REV	ISSUED FOR	DATE	BY
4	ISSUED FOR BID	08/2025	MP
3	100% DESIGN	06/2025	MP
2	60% DESIGN	01/2025	MP
1	CONCEPTUAL ALIGNMENT	10/2024	MP

PROJECT ENGINEER: M. PECKHAM
DESIGNED BY: M. FORTIN
DRAWN BY: C. LOMBANA
CHECKED BY: T. BOMARITO

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE 0 1/2" 1"

MELANIE PECKHAM PE. No. 66487

Hazen
HAZEN AND SAWYER
2420 S. LAKEMONT AVENUE, SUITE 325,
ORLANDO, FLORIDA 32814

CITY OF OCOEE
UTILITIES DEPARTMENT

FLEWELLING 2-INCH
WATER MAIN REPLACEMENT

GENERAL NOTES

DATE: AUGUST 2025
HAZEN NO.: 41154-004
CONTRACT NO.:
DRAWING NUMBER: G-02

File: C:\USERS\HP\DOCACCDOCS\HAZEN AND SAWYER\41154-004_FLEWELLING 2-INCH WM REP\PROJECT FILES\01_DESIGN\GENERAL\G-02 Saved by HP Save date: 8/14/2025 3:17 p. m.
PLOT DATE: 8/14/2025 3:18 p. m. BY: HP

ABBREVIATIONS

PIPING

AC	ASBESTOS CEMENT
CMP	CORRUGATED METAL PIPE
DIP	DUCTILE IRON PIPE
GS	GALVANIZED STEEL
PVC	POLYVINYLCHLORIDE

VALVES, FITTINGS, ETC.

ARV	AIR RELIEF VALVE
AVV	AIR VACUUM VALVE
BV	BALL VALVE
BFV	BUTTERFLY VALVE
CV	CHECK VALVE
CPLG	COUPLING
FH	FIRE HYDRANT
FTG	FITTING
FLG	FLANGE
GV	GATE VALVE
HB	HOSE BIB
ISV	ISOLATION VALVE
LR	LONG RADIUS
MJ	MECHANICAL JOINT
NPT	NATIONAL PIPE THREAD
PRV	PRESSURE RELIEF VALVE
PV	PLUG VALVE
SOV	SOLENOID OPERATED VALVE
THD	THREADED

GENERAL

ALUM	ALUMINUM
AB	ANCHOR BOLT
ANG	ANGLE
APPROX	APPROXIMATE
ARCH	ARCHITECTURAL
ASPH	ASPHALT
BOL	BOLLARD
BOTT	BOTTOM
BLDG	BUILDING
BSL	BACTERIOLOGICAL SAMPLING LOCATION
CBS	CONCRETE BLOCK & STUCCO
CJ	CONSTRUCTION JOINT
CLP	CONCRETE LIGHT POLE
CS	CONCRETE SLAB
CL	CENTER LINE
CC	CENTER TO CENTER
CHKD	CHECKERED
COL	COLUMN
CONC	CONCRETE
CONT	CONTINUOUS
CONTR	CONTRACTOR
CP	CORROSION PROTECTION
DET	DETAIL
DIA	DIAMETER
DIM	DIMENSION
DN	DOWN
DWG	DRAWING
D	DRAIN
DW	DRIVEWAY
EA	EACH
E	EAST
EB	EXPANSION BOLT
EJ	EXPANSION JOINT
EM	ELECTRICAL METER
EOP	EDGE OF PAVEMENT
EF	EACH FACE
EW	EACH WAY
ECC	ECCENTRIC
ELEC	ELECTRIC
ELELEV	ELEVATION
EQUIP	EQUIPMENT
EXIST	EXISTING
FE	FIRE EXTINGUISHER, OR FLOW ELEMENT
FIN	FINISH
FL	FLOOR
FTG	FOOTING
FF	FINISHED FLOOR
FR	FRAME
GALV	GALVANIZED
GR	GRADE
H	HIGH
HP	HIGH POINT
HORIZ	HORIZONTAL
ID	INSIDE DIAMETER
INSUL	INSULATION
INT	INTERIOR
IPS	IRON PIPE SIZE
ISO	ISOLATION
INV	INVERT
JB	JUNCTION BOX
JT	JOINT
LG	LONG
LN	LINE
LP	LOW POINT
MH	MANHOLE
MANUF	MANUFACTURER
MO	MASONRY OPENING
MAX	MAXIMUM
MECH	MECHANICAL
MIN	MINIMUM
MOV	MOTOR OPERATED VALVE
MISC	MISCELLANEOUS
N	NORTH
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
NO	NUMBER
OHW	OVERHEAD WIRE
OC	ON CENTER
OF	OUTSIDE FACE
OPNG	OPENING
OD	OUTSIDE DIAMETER
PG	PAGE
PS	PRESSURE SWITCH
POT	POTABLE
PL	PROPERTY LINE
RADR	RADIUS
RED	REDUCER
REINF	REINFORCING
REQD	REQUIRED
RW	RECLAIMED WATER
SECT	SECTION
SHT	SHEET
SPEC	SPECIFICATION
SQ	SQUARE
SS	STAINLESS STEEL
STL	STEEL
STRUC	STRUCTURAL
S	SOUTH
SWK	SIDEWALK
T	TOP
TB	TOP OF BERM
TBD	TO BE DETERMINED
TEMP	TEMPORARY
THK	THICK
TI	TEMPERATURE INDICATOR
TM	TRANSMISSION MAIN
TO	THROUGHOUT
TOC	TOP OF CONCRETE
TOS	TOP OF SLAB
TYP	TYPICAL
T.O.B.	TOP OF BANK
TOE	TOE OF BERM
T.O.P.	TOP OF PIPE
TRANS	TRANSFORMER
TS	TAPPING SLEEVE
UG	UNDERGROUND
UGE	UNDERGROUND ELECTRIC
UNO	UNLESS NOTED OTHERWISE
VERT	VERTICAL
WTR	WATER
WL	WATER LEVEL
WWF	WELDED WIRE FABRIC
W	WITH
W	WEST

Legend

CMP = Corrugated Metal Pipe
CCR = Certified Corner Record
CONC = Concrete
TRAV = Traverse
= Air Conditioning Unit
= Benchmark
= Electric Junction Box
= Fiber Optic Marker
= Fire Hydrant
= Flat Grate Inlet
= Gas Line Marker
= Gas Meter
= Gas Valve
= Mailbox
= Metal Light Pole
= Metal Traffic Signal Pole
= Parking Meter
= Sign
= Telephone Manhole
= Telephone Pullbox
= Telephone Riser
= Televison Pullbox
= Television Riser
= Traffic Signal Panel
= Transformer
= Trashcan
= Water Meter
= Water Valve
BB = Bottom of Bank
TB = Top of Bank
G = Gas Line Paint Marks
= Treeline
= Maple (Diameter in inches)
= Oak (Diameter in inches)
= Pine Tree (Diameter in inches)
RW = Reclaimed Water Line
E = Buried Electric Line
MW = Monitoring Well
= Backflow Preventer
= Test hole

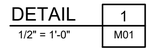
DETAIL IDENTIFICATION

DETAIL IDENTIFICATION

(1) DETAIL CALL-OUT ON DRAWING C10



(2) ON DRAWING C11 THIS DETAIL IDENTIFIED AS:



* NOTE: IF PLAN AND SECTION (OR DETAIL CALL-OUT AND DETAIL) ARE SHOWN ON SAME DRAWING, DRAWING NUMBER IS REPLACED BY A LINE.

REV	ISSUED FOR	DATE	BY
4	ISSUED FOR BID	08/2025	MP
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1	CONCEPTUAL ALIGNMENT	10/2024	MP

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DRAWN BY: C. LOMBANA
CHECKED BY: T. BOMARITO

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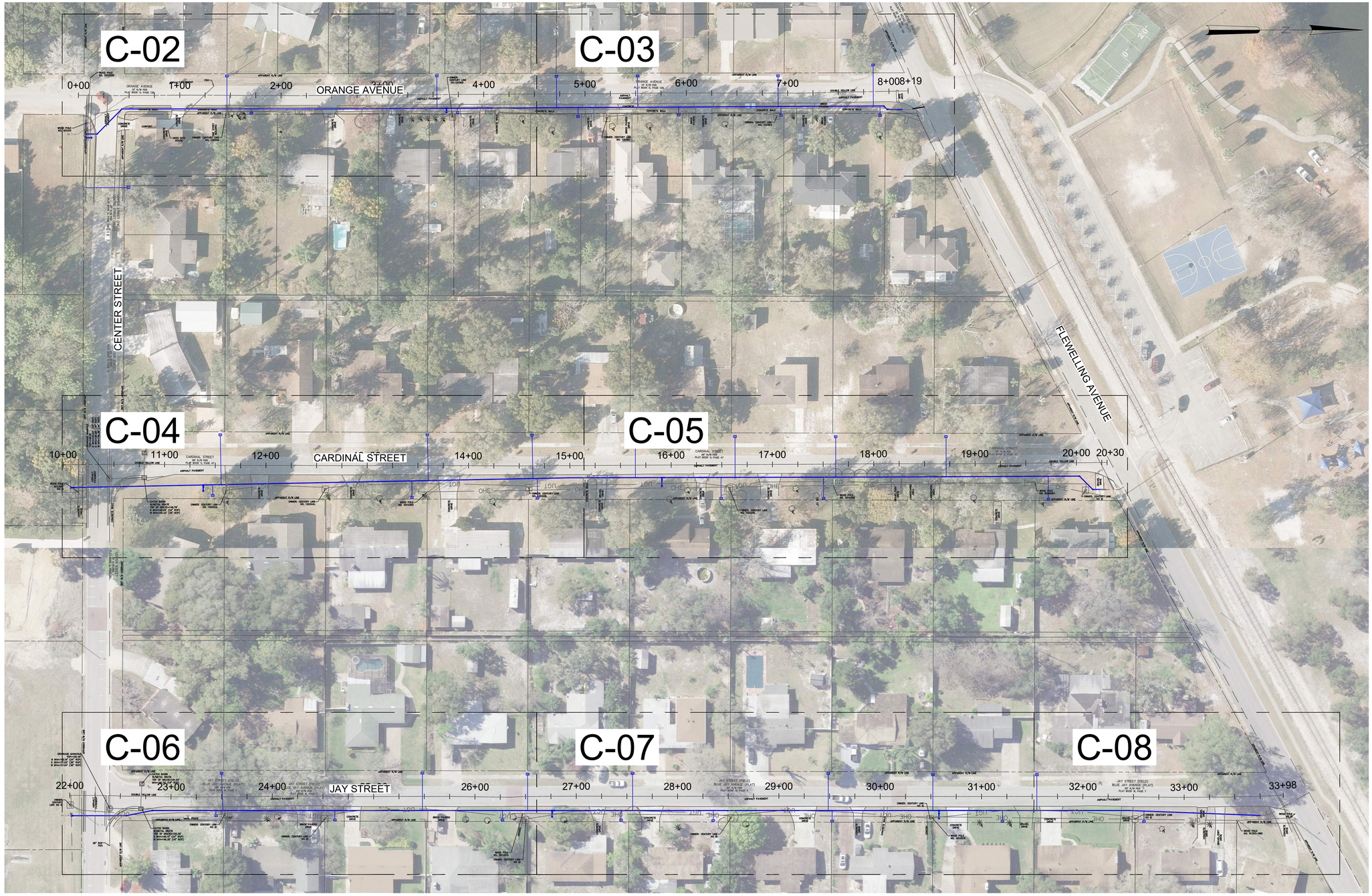
CITY OF OCOEE
UTILITIES DEPARTMENT

FLEWELLING 2-INCH
WATER MAIN REPLACEMENT

ABBREVIATIONS AND SYMBOLS

DATE: AUGUST 2025
HAZEN NO.: 41154-004
CONTRACT NO.:
DRAWING NUMBER: G-03

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PLOT DATE: 8/14/2025 3:18 p. m. BY: HP



NOTES:

1. KEY MAP FOR PROPOSED WORK ONLY. DEMOLITION LIMITS SHOWN ON DRAWING C-09.

PLAN
1" = 50'

1"=50'-0"

50 25 0 50'

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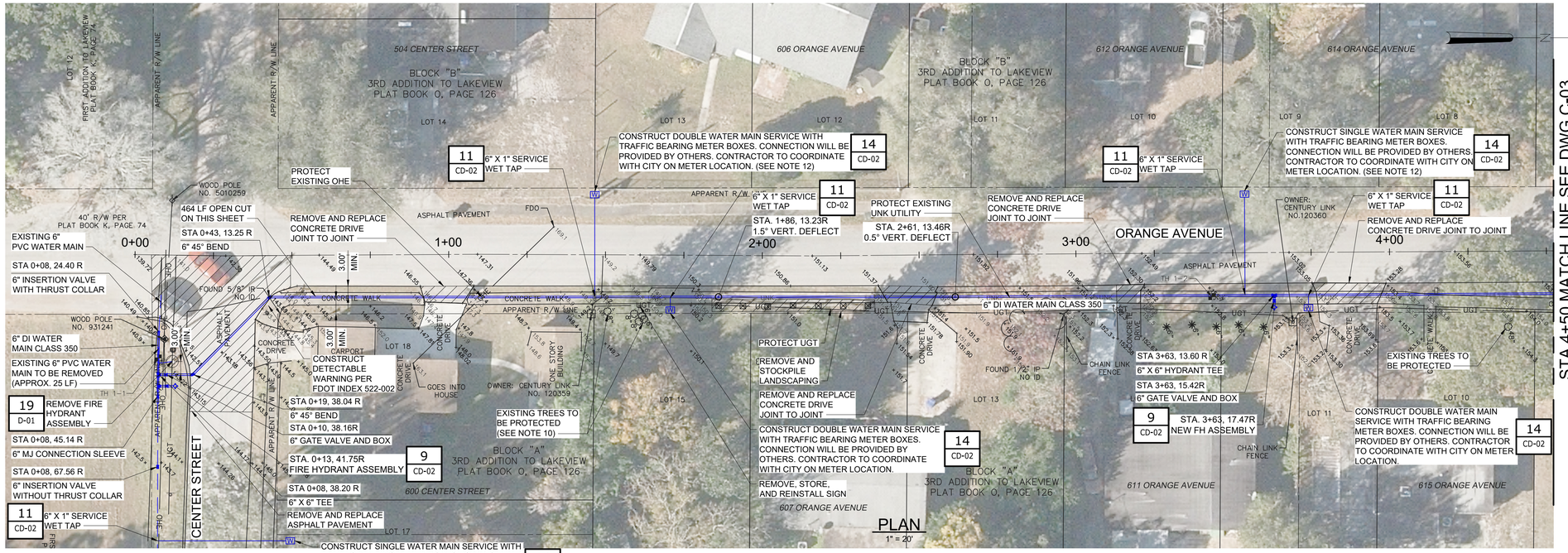
CITY OF OCOEE
UTILITIES DEPARTMENT

FLEWELLING 2-INCH
WATER MAIN REPLACEMENT

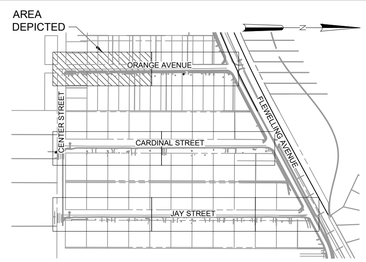
CIVIL
KEY MAP

DATE:	AUGUST 2025
HAZEN NO.:	41154-004
CONTRACT NO.:	
DRAWING NUMBER:	C-01

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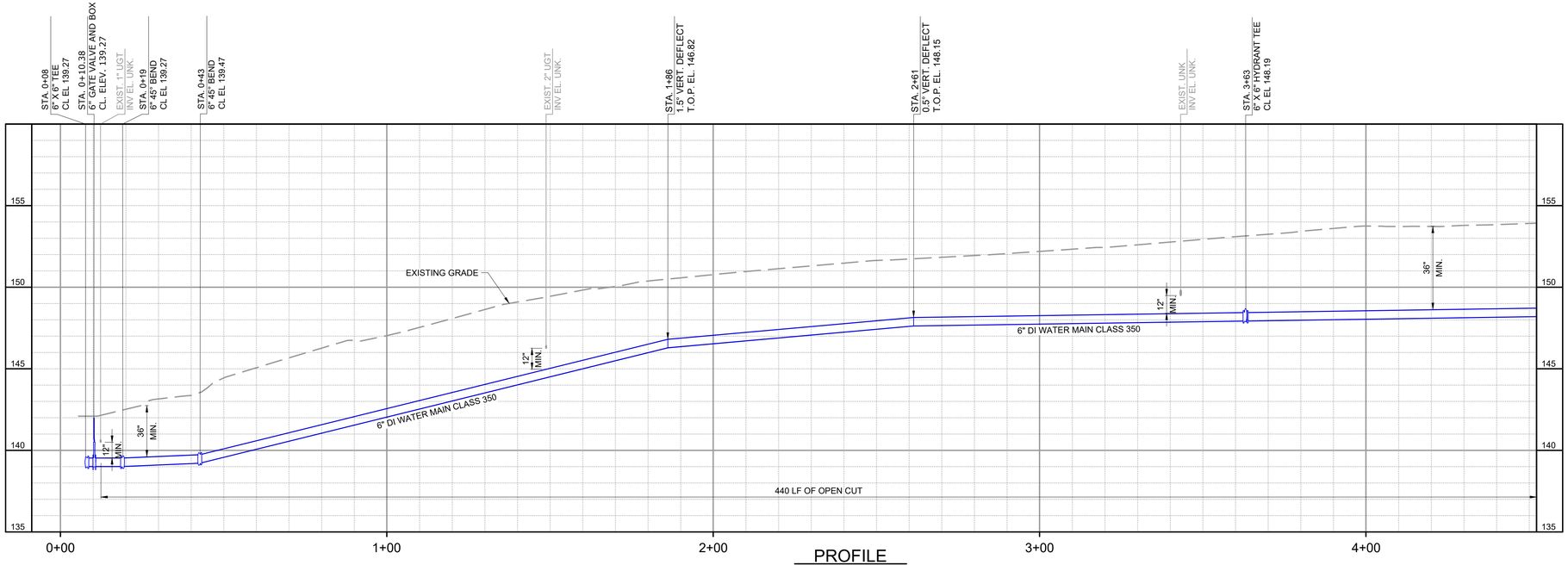
PLAN
1" = 20'



KEY PLAN

NOTES:

1. LOCATION AND ELEVATION OF ALL EXISTING UTILITIES SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING UTILITIES AND COORDINATING WITH UTILITY OWNERS DURING CONSTRUCTION.
2. STATIONING IS ALONG CENTERLINE OF PAVEMENT WITH OFFSETS.
3. ALL ASPHALT / CONCRETE SHALL BE SAW CUT WITH STRAIGHT LINES PRIOR TO EXCAVATION.
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6. REPLACE ALL SOD AND LANDSCAPING THAT IS DAMAGED DURING CONSTRUCTION AND REPAIR ALL EXISTING IRRIGATION.
7. CONTRACTOR SHALL ASSUME THE EXISTING MAINS ARE NOT RESTRAINED. FOR TIE-INS, EXCAVATE EXISTING PIPE JOINTS, FITTINGS AND VALVES AND RESTRAIN IN ACCORDANCE WITH CITY OF OCOEE ENGINEERING STANDARDS AND DETAILS.
8. ALL NEW MAINS TO BE FULLY RESTRAINED. CITY DETAILS UT004 AND UT005 TO BE USED FOR EXISTING MAINS ONLY.
9. CONTRACTOR SHALL REPLACE ALL SIDEWALK REMOVED FOR THE PROJECT JOINT TO JOINT PER FDOT INDEX 522-001. SIDEWALK REMOVAL LIMITS NOT SHOWN FOR CLARITY.
10. TREES ON PRIVATE PROPERTY TO BE PROTECTED. TREES WITHIN RIGHT OF WAY TO BE PROTECTED. IF TREES WITHIN RIGHT OF WAY CANNOT BE PROTECTED, CONTRACTOR SHALL REMOVE FOLLOWING OWNER APPROVAL.
11. CONTRACTOR SHALL COORDINATE LOCATION OF ALL WATER SERVICES WITH THE CITY. NO SURVEY AVAILABLE FOR SERVICES ON THE WEST SIDE OF THE RIGHT OF WAY. CONSTRUCTION OF WATER SERVICES SHALL INCLUDE NECESSARY PAVEMENT RESTORATION AND MOT.
12. LONG SIDE POLY SERVICES SHALL BE INSTALLED USING TRENCHLESS CONSTRUCTION METHODS TO NOT IMPACT THE ROADWAY.



PROFILE
1"=4'-0" VERTICAL
1"=20'-0" HORIZONTAL

LEGEND

- CONCRETE
- ELEVATION (1000)
- OHE — OVERHEAD ELECTRIC
- EXISTING STORM SEWER LINE
- EXISTING SANITARY SEWER LINE
- EXISTING WATER LINE
- PROPOSED WATER MAIN
- UGE — EXISTING ELECTRIC LINE
- UGT — EXISTING TELEPHONE LINE
- GAS — EXISTING GAS LINE
- FOC — EXISTING FIBER OPTIC CABLE
- PROPERTY LINE
- EASEMENT LINE
- R/W — RIGHT OF WAY
- ℄ CENTERLINE
- PALM TREE
- OAK TREE
- HOLLY TREE
- PINE TREE
- UNIDENTIFIED TREE
- TO BE REMOVED

1"=20'-0" (20 10 0 20')

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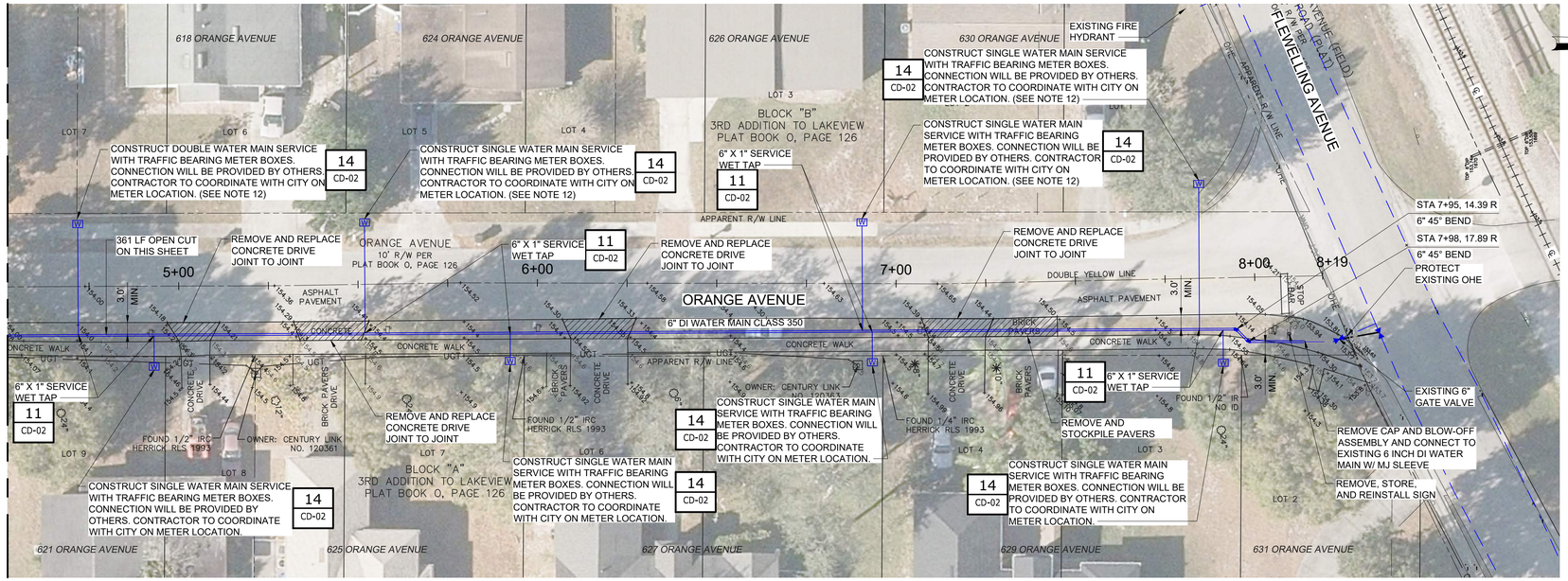
FLEWELLING 2-INCH
WATER MAIN REPLACEMENT

CIVIL
PLAN AND PROFILE
STA 0+00 TO STA 4+50

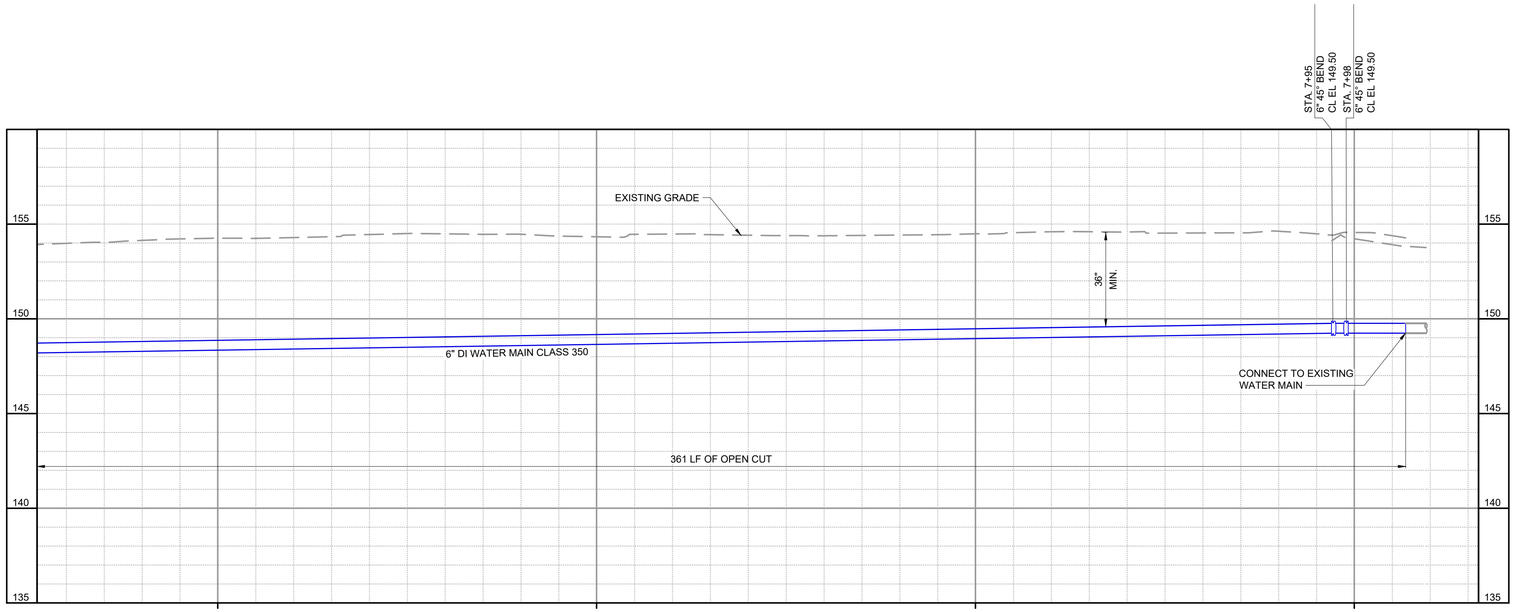
DATE: AUGUST 2025
HAZEN NO.: 41154-004
CONTRACT NO.:
DRAWING NUMBER: C-02

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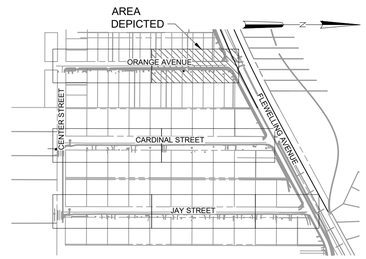
STA 4+50 MATCH LINE SEE DWG C-02



PLAN
1" = 20'



PROFILE
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1"=20'-0" HORIZONTAL



KEY PLAN

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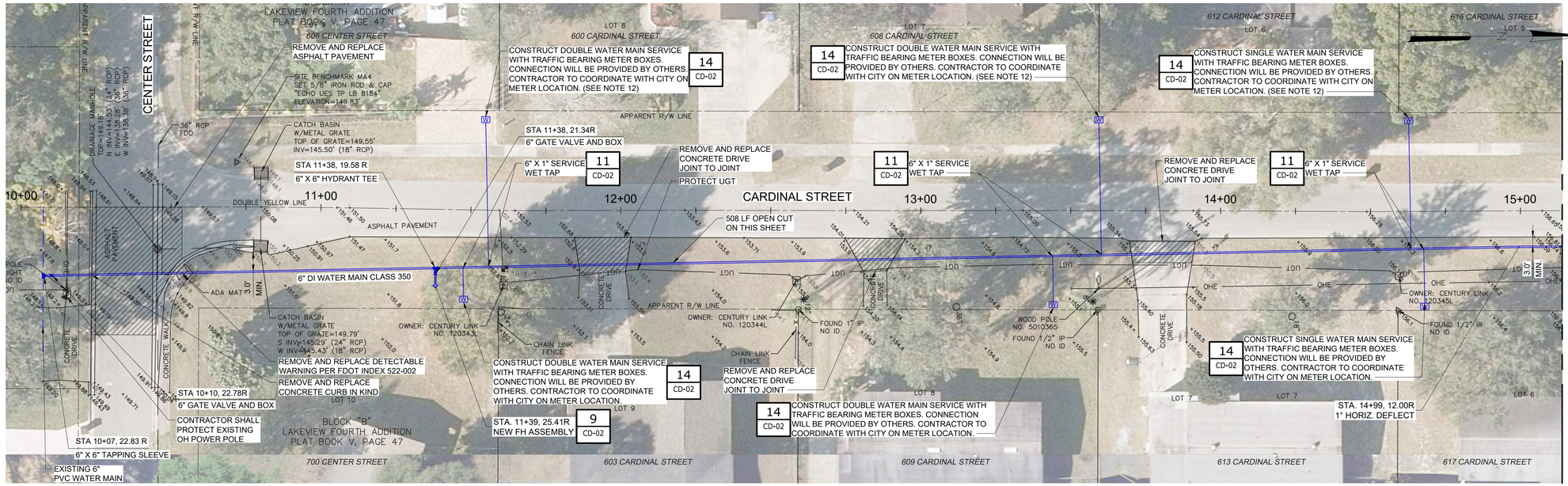
CITY OF OCOEE
UTILITIES DEPARTMENT

FLEWELLING 2-INCH
WATER MAIN REPLACEMENT

CIVIL
PLAN AND PROFILE
STA 4+50 TO STA 8+20

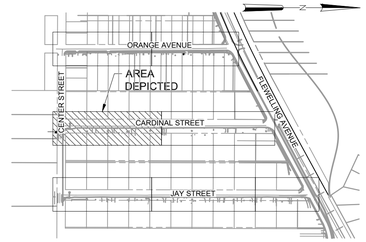
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HAZEN NO.: 41154-004
CONTRACT NO.:
DRAWING NUMBER: C-03

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PLOT DATE: 8/14/2025 3:20 p. m. BY: HP



PLAN
1" = 20'

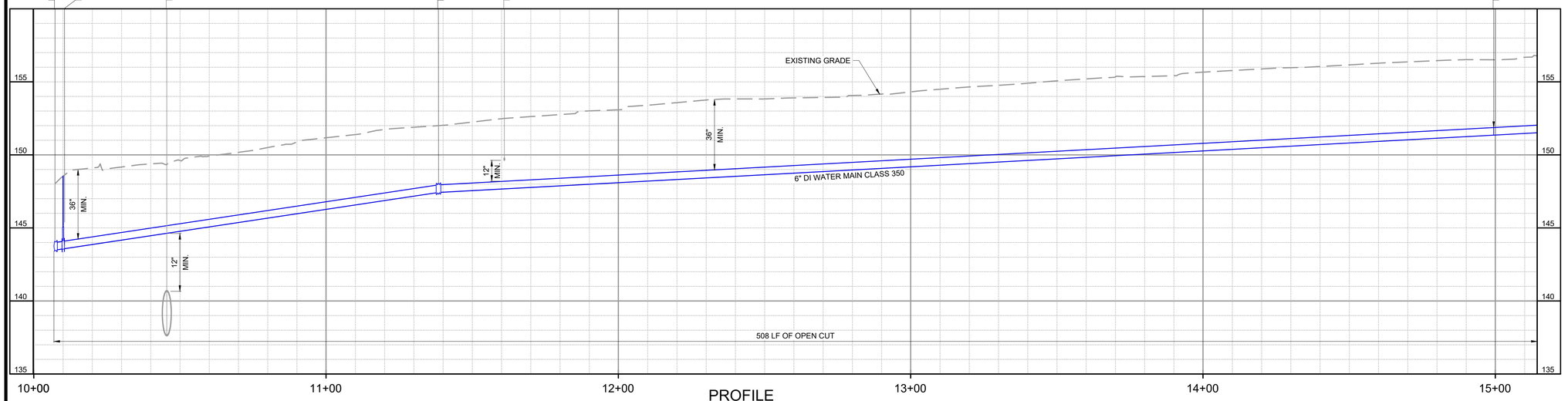
STA 15+15 MATCH LINE SEE DWG C-05



KEY PLAN

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3. ALL ASPHALT / CONCRETE SHALL BE SAW CUT WITH STRAIGHT LINES PRIOR TO EXCAVATION.
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6. REPLACE ALL SOD AND LANDSCAPING THAT IS DAMAGED DURING CONSTRUCTION AND REPAIR ALL EXISTING IRRIGATION.
7. CONTRACTOR SHALL ASSUME THE EXISTING MAINS ARE NOT RESTRAINED. FOR TIE-INS, EXCAVATE EXISTING PIPE JOINTS, FITTINGS AND VALVES AND RESTRAIN IN ACCORDANCE WITH CITY OF OCOEE ENGINEERING STANDARDS AND DETAILS.
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PROFILE
1"=4'-0" VERTICAL
1"=20'-0" HORIZONTAL

LEGEND

- CONCRETE
- ELEVATION
- OHE — OVERHEAD ELECTRIC
- EXISTING STORM SEWER LINE
- EXISTING SANITARY SEWER LINE
- EXISTING WATER LINE
- PROPOSED WATER MAIN
- UGE — EXISTING ELECTRIC LINE
- UGT — EXISTING TELEPHONE LINE
- GAS — EXISTING GAS LINE
- FOC — EXISTING FIBER OPTIC CABLE
- PROPERTY LINE
- EASEMENT LINE
- R/W — RIGHT OF WAY
- CENTERLINE
- PALM TREE
- OAK TREE
- HOLLY TREE
- PINE TREE
- UNIDENTIFIED TREE
- TO BE REMOVED

1"=20'-0" (20 10 0 20')

REV	ISSUED FOR	DATE	BY
4	ISSUED FOR BID	08/2025	MP
3	100% DESIGN	06/2025	MP
2	60% DESIGN	01/2025	MP
1	CONCEPTUAL ALIGNMENT	10/2024	MP

PROJECT ENGINEER: M. PECKHAM
DESIGNED BY: M. FORTIN
DRAWN BY: C. LOMBANA
CHECKED BY: T. BOMARITO
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE (0 1/2" 1")

MELANIE PECKHAM PE. No. 66487

Hazen
HAZEN AND SAWYER
2420 S. LAKEMONT AVENUE, SUITE 325,
ORLANDO, FLORIDA 32814

CITY OF OCOEE
UTILITIES DEPARTMENT

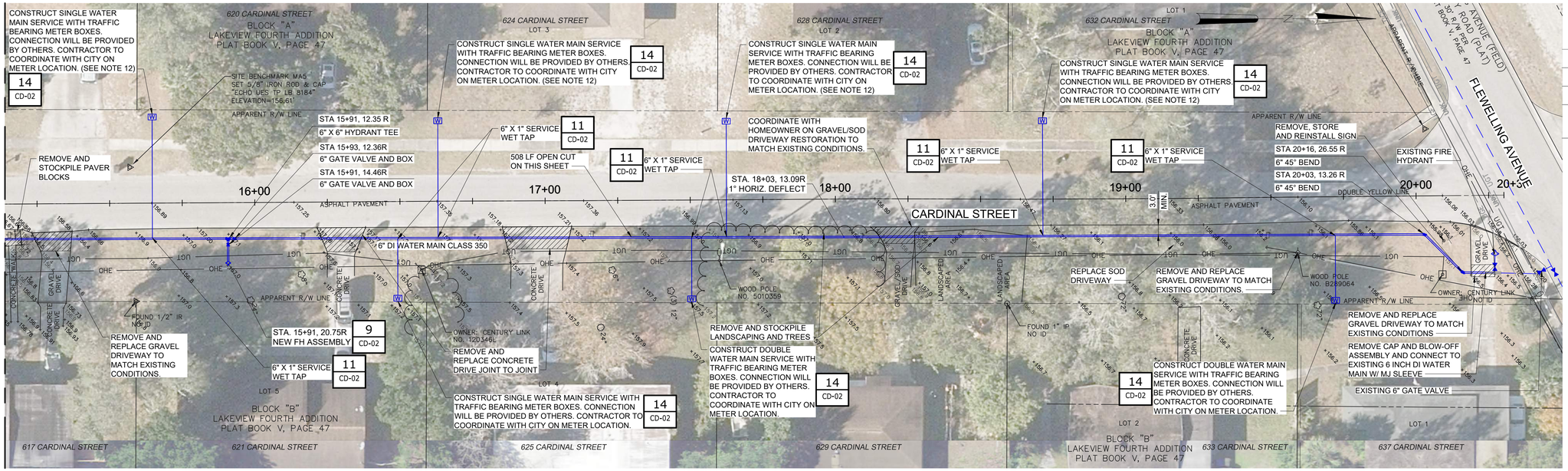
FLEWELLING 2-INCH
WATER MAIN REPLACEMENT

CIVIL
PLAN AND PROFILE
STA 10+00 TO STA 15+15

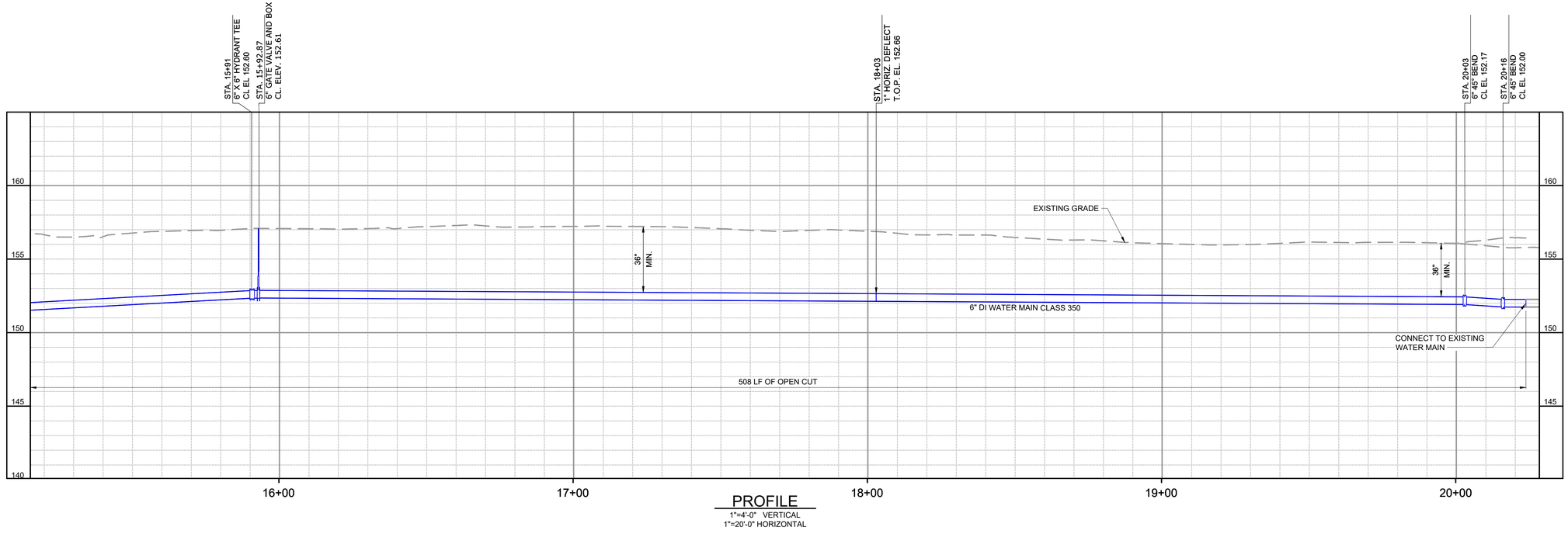
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HAZEN NO.: 41154-004
CONTRACT NO.:
DRAWING NUMBER: C-04

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STA 15+15 MATCH LINE SEE DWG C-04

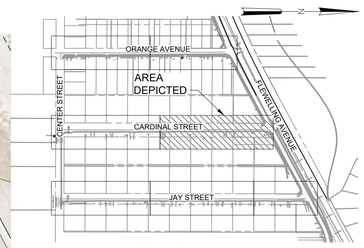


PLAN
1" = 20'



PROFILE
1"=4'-0" VERTICAL
1"=20'-0" HORIZONTAL

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1"=20'-0" (20 10 0 20')

REV	ISSUED FOR	DATE	BY
4	ISSUED FOR BID	08/2025	MP
3	100% DESIGN	06/2025	MP
2	60% DESIGN	01/2025	MP
1	CONCEPTUAL ALIGNMENT	10/2024	MP

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE (0 1/2" 1")

PROJECT ENGINEER: M. PECKHAM
DESIGNED BY: M. FORTIN
DRAWN BY: C. LOMBANA
CHECKED BY: T. BOMARITO

MELANIE PECKHAM PE. No. 66487

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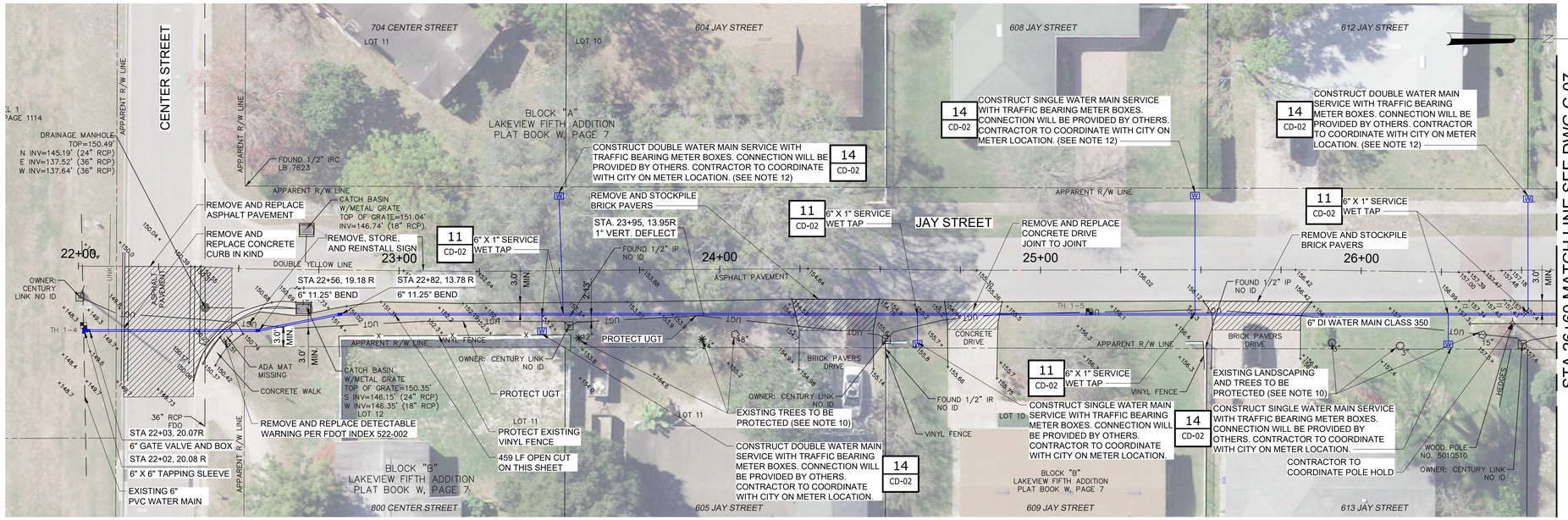
ocoee florida
CITY OF OCOEE
UTILITIES DEPARTMENT

FLEWELLING 2-INCH
WATER MAIN REPLACEMENT

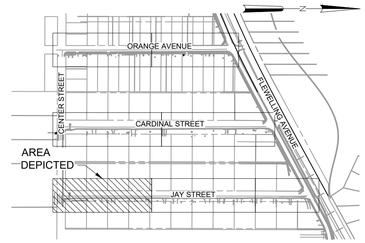
CIVIL
PLAN AND PROFILE
STA 15+15 TO STA 20+26

DATE: AUGUST 2025
HAZEN NO.: 41154-004
CONTRACT NO.:
DRAWING NUMBER: C-05

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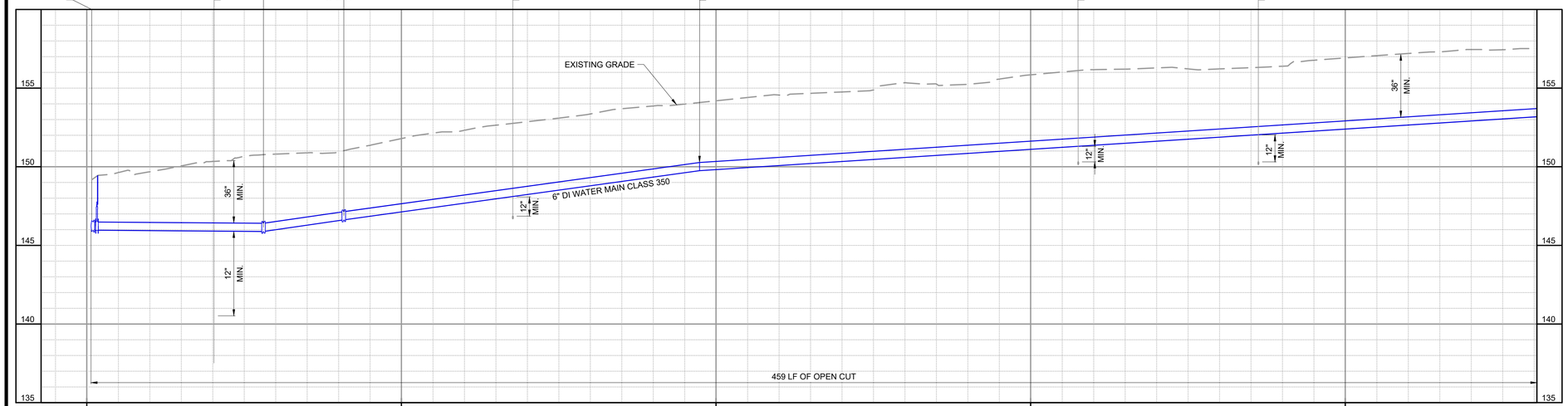
PLAN
1" = 20'



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PROFILE
1"=4'-0" VERTICAL
1"=20'-0" HORIZONTAL

LEGEND

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4	ISSUED FOR BID	08/2025	MP
3	100% DESIGN	06/2025	MP
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PROJECT ENGINEER: M. PECKHAM
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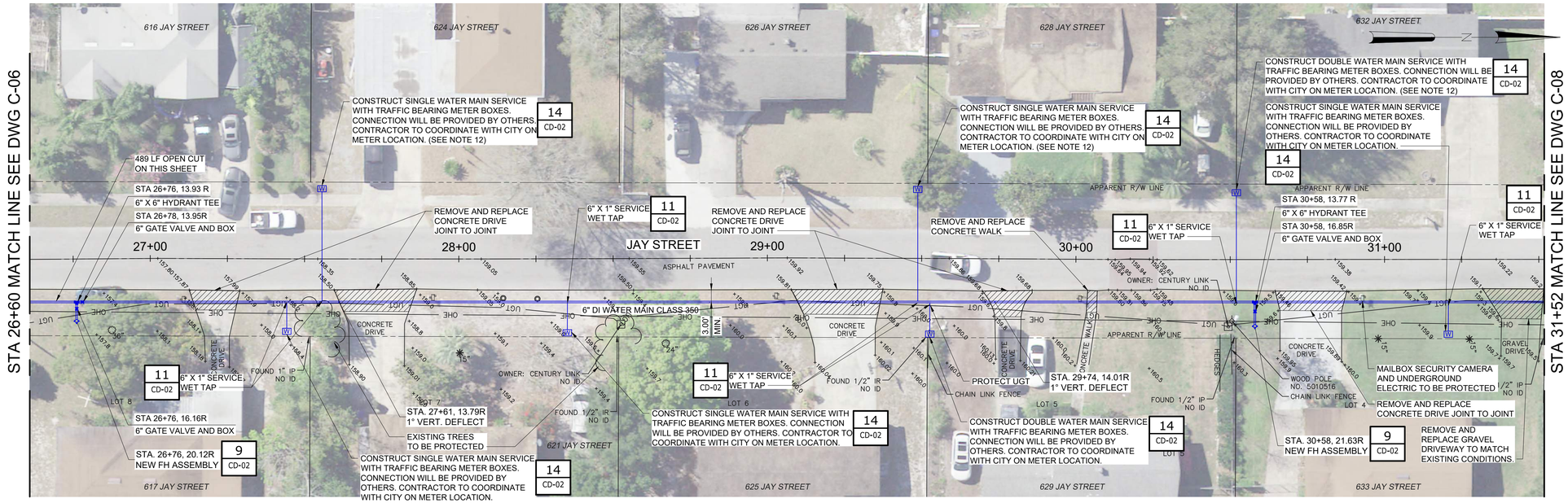
CITY OF OCOEE
UTILITIES DEPARTMENT

FLEWELLING 2-INCH
WATER MAIN REPLACEMENT

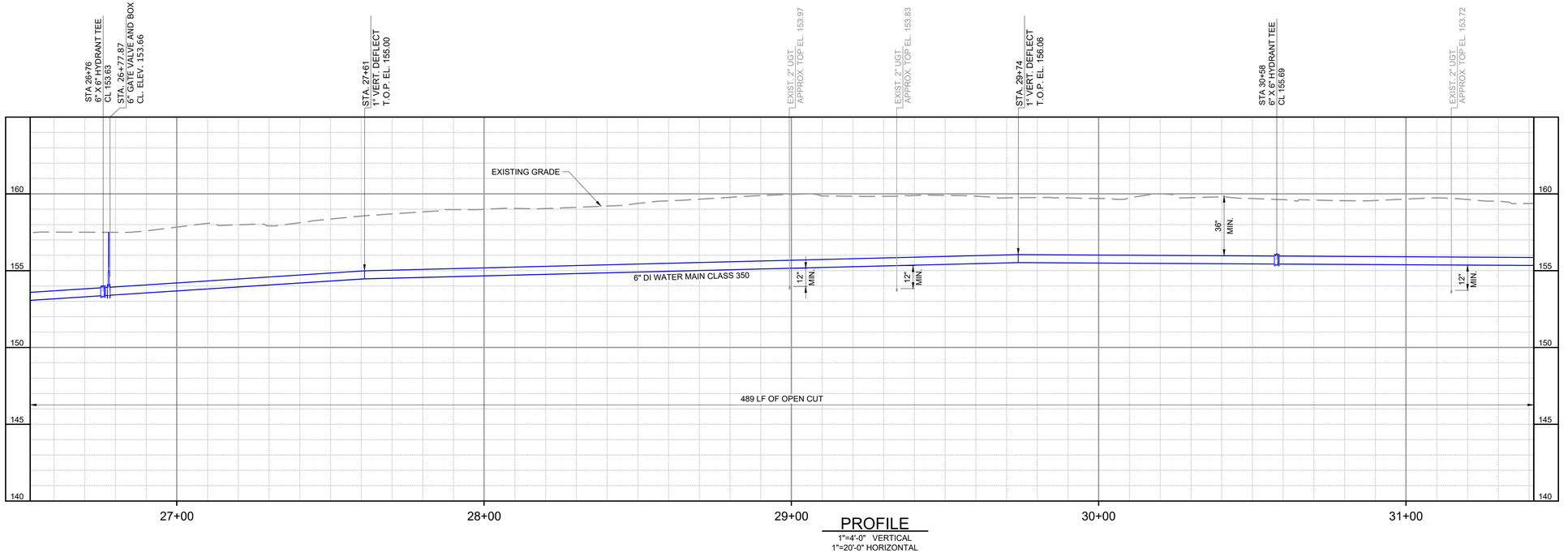
CIVIL
PLAN AND PROFILE
STA 22+00 TO STA 26+60

DATE: AUGUST 2025
HAZEN NO.: 41154-004
CONTRACT NO.:
DRAWING NUMBER: C-06

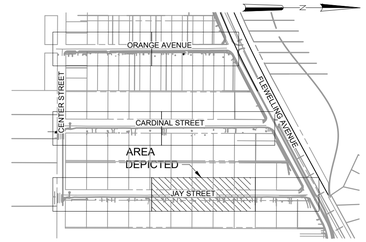
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PLOT DATE: 8/14/2025 3:21 p. m. BY: HP



PLAN
1" = 20'



PROFILE
1"=4'-0" VERTICAL
1"=20'-0" HORIZONTAL



KEY PLAN

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1"=20'-0" (20 10 0 20')

REV	ISSUED FOR	DATE	BY
4	ISSUED FOR BID	08/2025	MP
3	100% DESIGN	06/2025	MP
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PROJECT ENGINEER: M. PECKHAM
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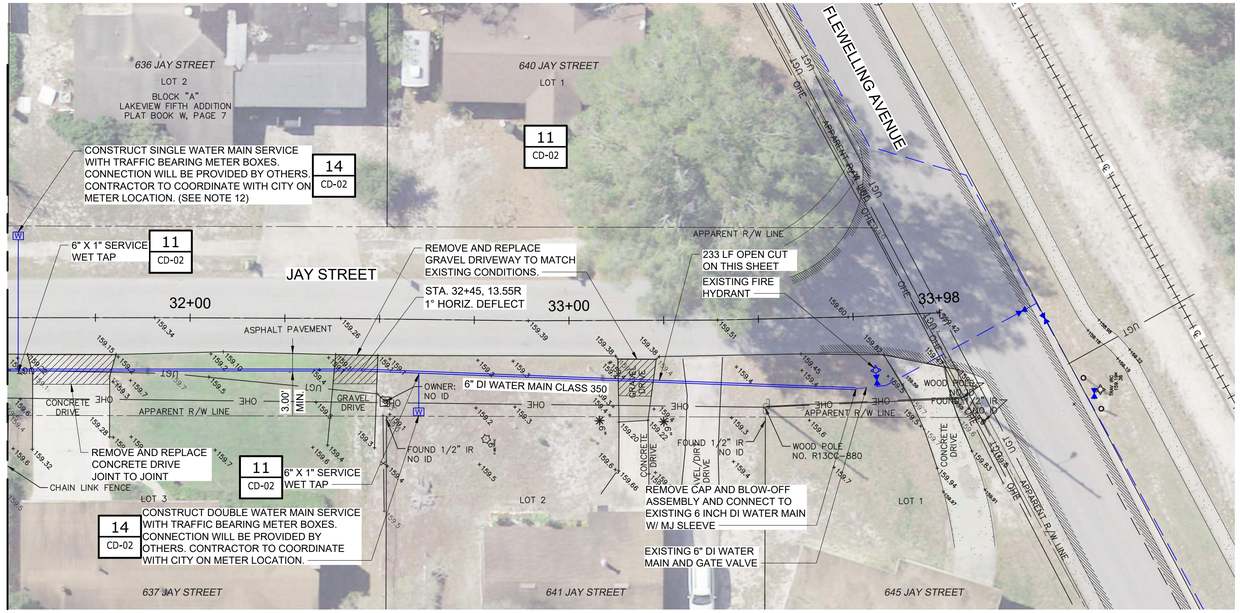
FLEWELLING 2-INCH
WATER MAIN REPLACEMENT

CIVIL
PLAN AND PROFILE
STA 26+60 TO STA 31+52

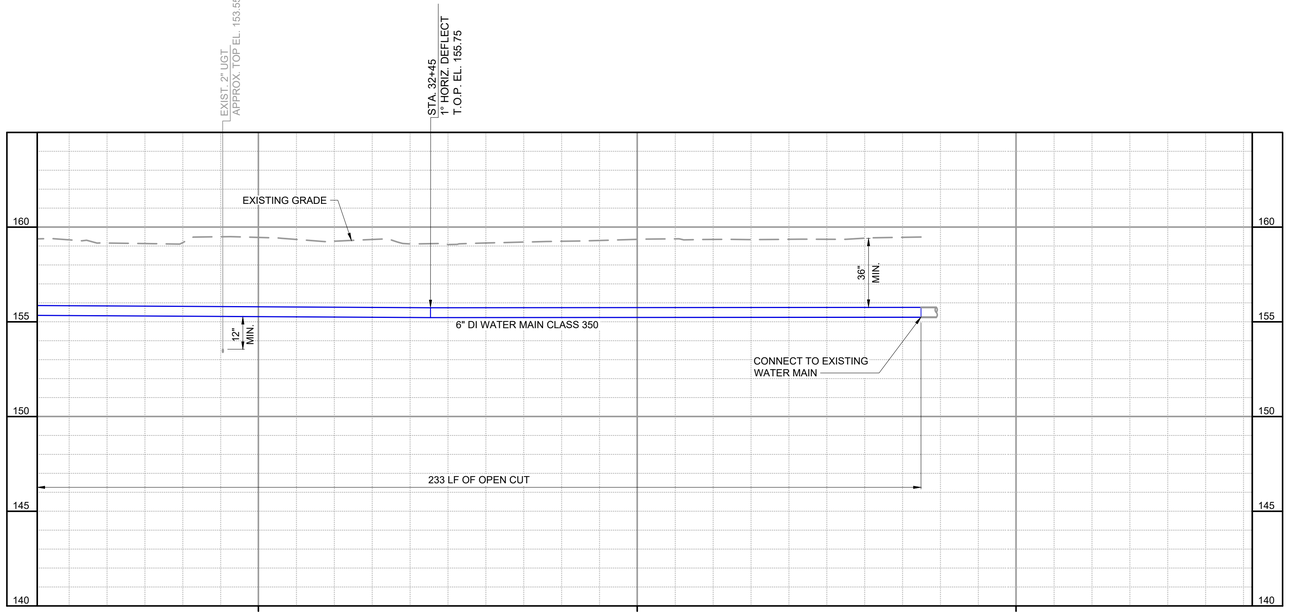
DATE: AUGUST 2025
HAZEN NO.: 41154-004
CONTRACT NO.:
DRAWING NUMBER: C-07

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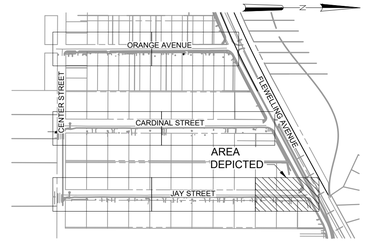
STA 31+52 MATCH LINE SEE DWG C-07



PLAN
1" = 20'



PROFILE
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REV	ISSUED FOR	DATE	BY
4	ISSUED FOR BID	08/2025	MP
3	100% DESIGN	06/2025	MP
2	60% DESIGN	01/2025	MP
1	CONCEPTUAL ALIGNMENT	10/2024	MP

PROJECT ENGINEER: M. PECKHAM
DESIGNED BY: M. FORTIN
DRAWN BY: C. LOMBANA
CHECKED BY: T. BOMARITO
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE 0 1/2" 1"

MELANIE PECKHAM PE. No. 66487

Hazen
HAZEN AND SAWYER
2420 S. LAKEMONT AVENUE, SUITE 325,
ORLANDO, FLORIDA 32814

CITY OF OCOEE
UTILITIES DEPARTMENT

FLEWELLING 2-INCH
WATER MAIN REPLACEMENT

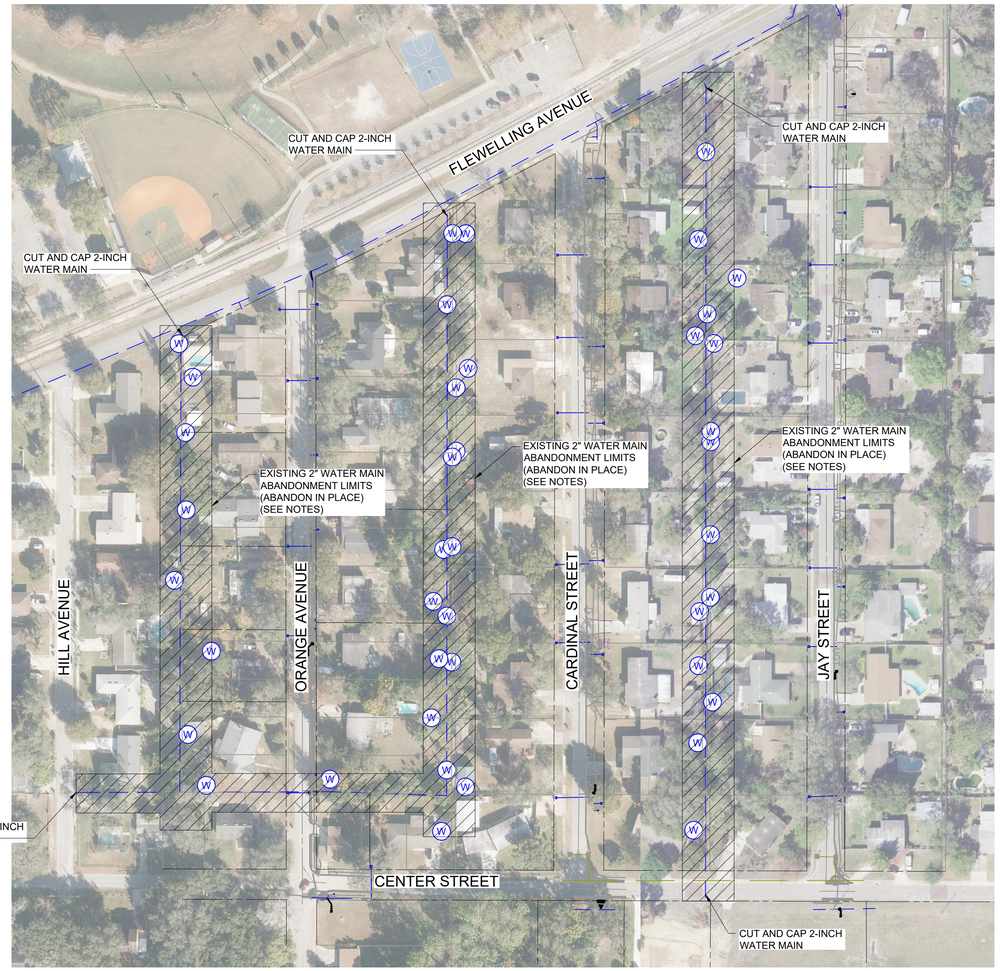
CIVIL
PLAN AND PROFILE
STA 31+52 TO STA 34+00

DATE: AUGUST 2025
HAZEN NO.: 41154-004
CONTRACT NO.:
DRAWING NUMBER: C-08

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PLOT DATE: 8/14/2025 3:22 p. m. BY: HP

NOTES:

1. CONTRACTOR SHALL COORDINATE WITH CITY OF OCOEE FOR ABANDONMENT/REMOVAL OF WATER METERS.
2. WATER MAIN ABANDONMENT SHALL BE COMPLETED AFTER THE NEW WATER MAIN, WATER SERVICES AND WATER METERS HAVE BEEN CONSTRUCTED AND CLEARED FOR SERVICE.
3. EXISTING WATER MAIN AND WATER METER LOCATIONS ARE NOT SURVEYED AND ARE APPROXIMATE. CONTRACTOR SHALL CONFIRM LOCATIONS PRIOR TO BEGINNING WORK.



PLAN
1" = 100'

N

1"=100'-0"

100 50 0 100'

REV	ISSUED FOR	DATE	BY
4	ISSUED FOR BID	08/2025	MP
3	100% DESIGN	06/2025	MP
2	60% DESIGN	01/2025	MP
1	CONCEPTUAL ALIGNMENT	10/2024	MP

PROJECT ENGINEER: M. PECKHAM
DESIGNED BY: M. FORTIN
DRAWN BY: C. LOMBANA
CHECKED BY: T. BOMARITO
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE 0 1/2" 1"

MELANIE PECKHAM PE. No. 66487

Hazen
HAZEN AND SAWYER
2420 S. LAKEMONT AVENUE, SUITE 325,
ORLANDO, FLORIDA 32814

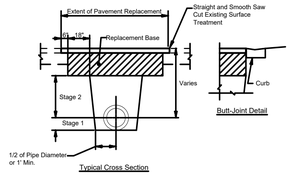
CITY OF OCOEE
UTILITIES DEPARTMENT

FLEWELLING 2-INCH
WATER MAIN REPLACEMENT

CIVIL
EXISTING 2-INCH WATER MAIN
ABANDONMENT LIMITS

DATE: AUGUST 2025
HAZEN NO.: 41154-004
CONTRACT NO.:
DRAWING NUMBER: C-09

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PLOT DATE: 8/14/2025 3:23 p.m. BY: HP



Typical Cross Section

Stage Compactions:

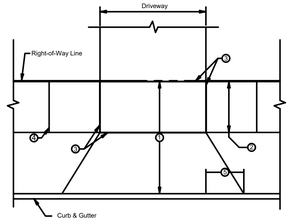
1. Backfilling of trench shall be in six inch (6") maximum lifts.
2. Stage 1: Backfilling trench in Stage 1 shall use proper mechanical equipment to insure proper compaction throughout, including pipe haunches.
3. Stage 2: Backfilling trench in Stage 2 shall be to bottom of sub-grade.

NOTES:

1. All work and material for the Flexible Pavement Reconstruction shall be in accordance with the most current City of Ocoee - Engineering Standards Manual (available at OCOEE.ORG).
2. Any conflict between ESM specification and this sheet's specifications shall be resolved by the more stringent requirement.
3. Replacement asphalt shall match the existing structural and friction courses for type and thickness in accordance with requirements as set forth by the ESM.
4. Replacement asphalt shall be installed the to the full width of the travel lane.
5. Backfill and base material shall be clean and homogenous compacted to 98% of the maximum density per AASHTO T-180. Tack shall be added to the new base material prior to installing the replacement asphalt.
6. Base course shall be prepared in 6" lifts maximum, and thoroughly compacted.
7. Where trench line abuts existing curb(s), construct clean butt joint with curb. In the event curb is undermined and/or compromised, curb shall be replaced.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
PW002	Open Cut Flexible Pavement Replacement
DATE: July 2022	SCALE: N/A

DETAIL 1
NTS -



Roadway

Legend

1. Driveway: approach and sidewalk 6" Thick - fc' = 3,000 psi @ 28 days, fiber reinforced concrete
2. Sidewalk: 4" Thick - fc' = 3,000 psi @ 28 days
3. Expansion Joint: bituminous fiber board material 1/2" thick and full depth
4. Construction Joint: tooled, dummy or sawed (1" depth minimum, spacing equal width of sidewalk)
5. Approach Transition: Flair Curb shall be dropped if not mountable

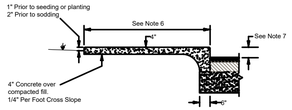
Notes:

Curb shall be dropped through driveway with 3' transitions each end of driveway for non-mountable curb.

All wooden stakes used in form work if left in place, shall have 2" or more of concrete cover.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
PW003	Driveway Approach
DATE: July 2022	SCALE: N/A

DETAIL 2
NTS -

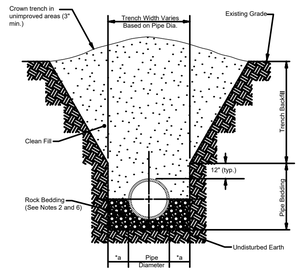


NOTES:

1. Tooled Control Joints at 5' O.C. max.
2. Expansion Joints at 25' O.C. max.
3. Joints shall be constructed within 24 hours of pouring concrete
4. Sidewalks shall be Class I, 3000psi
5. Sub-grade or base shall be compacted to a minimum density of 98% of the maximum density as determined by AASHTO T-180 for sidewalks/bike paths and curbs.
6. Refer to plans for sidewalk width. Sidewalk shall be a minimum of 5' if a width is not specified on the plans.
7. Refer to the plans for the curb height. If no curb height is specified, use 6"

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
PW005	Sidewalk, Curb, and Pavement Detail
DATE: JUNE 2020	SCALE: N/A

DETAIL 3
NTS -



NOTES:

1. Pipe bedding material and trench backfill shall be select common (clean) fill compacted to 95% (98% in roadway) of the maximum density as per AASHTO T-180.
2. Contractor shall install crushed rock (or equivalent bedding material) where pipe bedding does not provide solid support (yielding or plastic). Depth of material shall be a minimum of 6", or as needed, to provide non-yielding support for the pipe. All unsuitable material shall be removed from pipe bedding unless special provisions are approved by the City.
3. Excavated trench width at pipe haunch shall be sufficient in size for haunch compaction, but shall be no greater than 15" on each side of pipe for pipes less than 24" in diameter (24" for pipes 24" in diameter or greater.)
4. Water shall not be permitted in trench line during construction.
5. Pipe line shall be installed with bell fitting facing upgrade.
6. Gravity sewer shall have a 6" minimum rock bed.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT001	Pipe Bedding and Trench
DATE: September 2019	SCALE: N/A

DETAIL 4
NTS -

PVC/HDPE Restraint Table							
Minimum Length (FT) to be Restrained on each side of Fitting(s)							
Fittings	Pipe Size						
	4"	6"	8"	10"	12"	16"	20"
90° Bend	18	24	32	38	44	55	74
45° Bend	10	10	13	16	18	23	31
22 1/2° Bend	10	10	10	10	10	11	15
11 1/4° Bend	10	10	10	10	10	10	10
Plug or Branch of Tee	30	47	64	81	98	133	167

NOTES:

1. The restraint values as indicated by the "Restraint Table" are minimum values.Design engineer shall be responsible for confirming field conditions, and make adjustments accordingly.
2. All fittings shall have restrained joints unless otherwise indicated.
3. No restraints required if continuous pipe length to fitting is greater than value provided in "Restraint Table" above.
4. Where two or more fittings are laid in-line, use greatest restraint length for coverage.
5. For in-line valves and through run of tees: outside limits of restrained joints from other fittings need not be restrained unless otherwise indicated.
6. Lengths shown in the table have been calculated in accordance with the procedures outlined in "Thrust Restraint Design for Ductile Iron Pipe" as published by DIPRA, with the following assumptions:

   Working Pressure: 150 PSI
   Soil Designation: SM (Silty Sand, Sand-Silt Mix.)
   Laying Conditions: 5

7. For pipe sizes not included in the Restraint Table or pipe material not adhering to given conditions, design engineer shall determine and specify pipe lengths which shall be approved by the City.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT004	PVC/HDPE Pipe Restraint Table
DATE: April 2019	SCALE: N/A

DETAIL 5
NTS -

D.I.P. Restraint Table						
Minimum Length (FT) to be Restrained on Each Side of Fitting(s)						
Fittings	Pipe Size					
	4"	6"	8"	10"	12"	16"
90° Bend	15	21	27	32	37	47
45° Bend	7	5	11	13	16	20
22 1/2° Bend	5	5	6	7	8	10
11 1/4° Bend	5	5	5	5	5	6
Plug or Branch of Tee	30	47	64	81	98	133

NOTES:

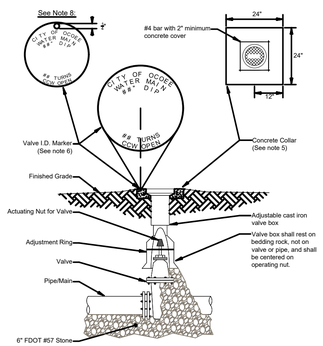
1. The restraint values as indicated by the "Restraint Table" are minimum values.Design engineer shall be responsible for confirming field conditions, and make adjustments accordingly.
2. All fittings shall have restrained joints unless otherwise indicated.
3. No restraints required if continuous pipe length is greater than value provided in "Restraint Table" above.
4. Where two or more fittings are laid in-line, use greatest restraint length for coverage.
5. For in-line valves and through run of tees: outside limits of restrained joints from other fittings need not be restrained unless otherwise indicated.
6. Lengths shown in the table have been calculated in accordance with the procedures outlined in "Thrust Restraint Design for Ductile Iron Pipe" as published by DIPRA, with the following assumptions:

   Working Pressure: 150 PSI
   Soil Designation: SM (Silty Sand, Sand-Silt Mix.)
   Laying Conditions: 5

7. For pipe encased in polyethylene, use values given in parentheses or increase the given value by 150%.
8. For pipe sizes not included in the Restraint Table or pipe material not adhering to given conditions, design engineer shall determine and specify pipe lengths which shall be approved by the City.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT005	Ductile Iron Pipe Restraint Table
DATE: April 2019	SCALE: N/A

DETAIL 6
NTS -

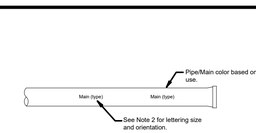


NOTES:

1. PVC extensions shall not be used on valve box.
2. The actuating nut for valves shall be no deeper than 24" from ultimate finished grade.
3. Valve assembly shall include center spacing guide from the City's Approved Materials List.
4. Where valve nut is more than 36" below grade, valve assembly shall include an extension from the City's Approved Materials List.
5. Valve collar shall be 24" x 24" x 6" square pad and concrete for collar shall be fc' of 3,000 psi minimum @ 28 days for non-pavement areas.
6. Valve Marker shall be from the City's Approved Materials List and shall include "City of Ocoee", main type, size, material, turns to open or close valve, and direction of rotation.
7. Valve Box shall not be located in pavement, sidewalk, or driveway unless approved by the City. If approved, Contractor/Developer shall reach out to the Utilities Department on the location of the Valve Tags.
8. For Valve Box approved in pavement, a disk valve marker shall hang in the valve box anchored to the locating wire.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT009	Valve Box and Cover
DATE: June 2021	SCALE: N/A

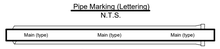
DETAIL 7
NTS -



PIPE LETTERING NOTES:

1. Lettering shall be per the American Water Works Association.
2. Lettering shall be a minimum of 3/4" in height and shall be be facing up when the pipe is installed.
3. Lettering must be permanently imbedded into the pipe/main, not painted or stenciled.
4. Lettering shall be of contrasting color to pipe/main color.

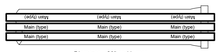
Pipe Marking (Lettering)
N.T.S.



Diameter = 2.5" to 4"
3" Tape centered along the top half of pipe.



Diameter = 6" to 16"
Two (2) 6" Tapes along both sides of top half of pipe.



Diameter = 20" and larger
Three (3) 6" Tapes along top and both sides of top half of pipe.

Warning Tape
N.T.S.

WARNING TAPE NOTES:

1. Tape color shall be in accordance with (same) as main/pipe color.
2. Tape lettering shall be at least 1" in height with no greater than 12" in spacing.
3. Warning tape shall extend total length of pipe.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT011	Pipe Identification & Warning Tape
DATE: April 2019	SCALE: N/A

DETAIL 8
NTS -

REV	ISSUED FOR	DATE	BY
4	ISSUED FOR BID	08/2025	MP
3	100% DESIGN	06/2025	MP
2	60% DESIGN	01/2025	MP
1	CONCEPTUAL ALIGNMENT	10/2024	MP

PROJECT ENGINEER: M. PECKHAM
DESIGNED BY: M. FORTIN
DRAWN BY: C. LOMBANA
CHECKED BY: T. BOMARITO

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE — 0 1/2" 1"

MELANIE PECKHAM PE. No. 66487

Hazen

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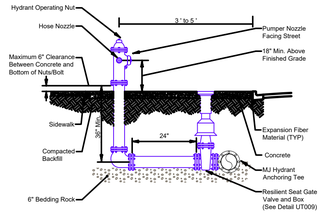
CITY OF OCOEE
UTILITIES DEPARTMENT

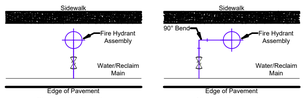
FLEWELLING 2-INCH
WATER MAIN REPLACEMENT

CITY STANDARD DETAILS
SHEET 1

DATE: AUGUST 2025
HAZEN NO.: 41154-004
CONTRACT NO.:
DRAWING NUMBER: CD-01

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PLOT DATE: 8/14/2025 3:23 p. m. BY: HP





Note:

1. Hydrants shall be painted with double coat enamel paint per the following:
   - Public Potable Water - Safety Yellow Pantone 13-0630TN
   - Reclaimed Water - Purple Pantone 522 C
   - Private Fire - Cherry Red HDC-MD-16
2. Concrete shear pad shall abut between sidewalk and curb. Where sidewalk is not present, concrete shear pad shall be approx. 7.5' x 3.5' min.
3. Concrete shall be 6" thick with fibermesh and shall be fc' of 3,000 psi minimum at 28 days.
4. Any deviation from this detail shall be made known to the City for approval.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT201	Fire Hydrant Assembly
DATE: June 2021	SCALE: n/a

DETAIL 9
NTS -

Pipes/Mains Separation Requirement Table (See Note 11 for Structural)									
	Potable		Reclaimed		Sanitary Sewer		Storm Sewer		Structural
	Horiz.	Vert.	Horiz.	Vert.	Horiz.	Vert.	Horiz.	Vert.	Horiz.
Potable			3'	12"	10'	18"	3'	18"	10'
Reclaimed	3'	12"			3'	12"	3'	12"	10'
Sanitary Sewer	10'	18"	3'	12"			3'	12"	10'
Storm Sewer	3'	18"	3'	12"	3'	12"			10'

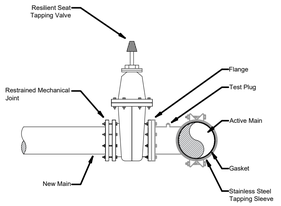
Joint Spacing Requirement Table (See Note 2)					
	Potable	Reclaimed	Sanitary Sewer	Storm Sewer	
Potable		3'	6'	3'	

NOTES:

1. The table above represents the minimum separation requirements as described in the City's Engineering Standards Manual. The most stringent requirements between the City's Standards and the guidelines set forth in the Florida Administrative Code 62-555.314 (F.A.C). shall apply between newly proposed utility lines and existing or proposed utility lines.
2. Joint spacing shall be based on one full length water main pipe centered above or below other pipes. The joint shall be no less than the required distance from the center of the crossing of the two pipes. (The water pipe shall be above the other pipe unless otherwise approved by the City.)
3. Where the City's minimum vertical and horizontal separation from potable water cannot be achieved from the outside of the potable water pipe and the outside of the other pipe/main, preferred separation in accordance with F.D.E.P. rules of the Florida Administrative Code 62-555.314 (F.A.C.) and 62-604.400 (F.A.C.) may be allowed upon approval by the City's Utilities Department.
   a. If it is not technically feasible or economically sensible to comply with the requirements set forth in 62-555.314 (F.A.C.), technical or economic justification for each exception must be submitted to F.D.E.P. with alternative construction features. Proof of F.D.E.P.'s approval for exceptions shall be submitted to the City.
4. For the purpose of this table, reclaimed water shall mean unrestricted public access reuse water as defined by F.A.C. 62-610. Other types of reclaimed water, not treated to public contact levels, shall be considered raw sewage, and the separation list for sanitary sewer shall apply.
5. Alternative water, such as storm water used for irrigation, shall be considered reclaimed water for separation requirements.
6. Pipe separation distance provided above shall mean the horizontal and/or vertical distance measured for the outside dimension of each pipe/main.
7. All Sanitary and Storm Structures shall follow separation requirements above.
8. Potable water pipes shall be laid above all pipes conveying raw sewage whenever they cross.
9. All utilities shall be installed with 36" of cover over the top of pipe. Cover shall be measured with current or future grading to ensure the 36" coverage.
10. No potable water pipe may pass through a sanitary sewer structure. Penetration through storm sewer must be approved by the City and is subject to special conditions and materials.
11. Structural shall refer to foundations, walls, etc. Additional separation shall be required by the City for construction of, including, but not limited to: live loads, multi-story commercial buildings, superstructures, embankments, retaining walls, bridges, railroads, high voltage transmission mains, gas mains, etc.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT013	Pipe Separation Requirement Table
DATE: November 2022	SCALE: N/A

DETAIL 10
NTS -

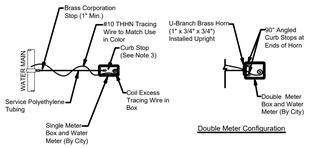


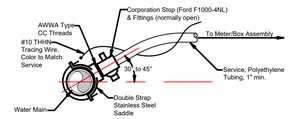
NOTES:

1. All Sleeves and Valves shall be water tested before tap.
2. No Wet Tap on Asbestos Cement water mains.
3. For Valve Box and Cover, see Ocoee UT009 Valve Box and Cover Detail.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT205	Stainless Steel Tapping Saddle and Gate Valve Assembly Water and Reclaim
DATE: Feb. 2020	SCALE: N/A

DETAIL 11
NTS -



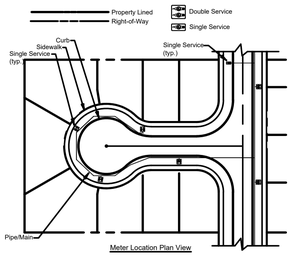


NOTES:

1. All fittings shall be brass with compression-pack joint type connections.
2. No service line shall extend or terminate under a driveway.
3. Meter end of service shall terminate with curb stop (90°) for single service and dual horn and curb stops (90° for dual services.
4. Meter end of service shall terminate 3' past meter location where service shall, unless directed otherwise, extend 3' above finished grade tied to a 2" x 4" x 4' stake. If directed, service connection shall be buried and located with an 2" x 4" x 4' painted marker. Stake or marker shall indicate lot(s) to be served.
5. Concrete curb shall be marked (stamped or saw-cut) with "W" locating service.
6. Service connection to the main shall use approved saddle, and tapping of main shall be by a method where a solid coupon is removed.
7. Services installed under finished or existing pavement shall be directionally drilled.
8. Upon approval, direct tap (no saddle) may be used on Ductile Iron Pipe.
9. Service color shall be blue for potable water and purple (magenta) for reclaimed water.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT206	Water and Reclaim Service Connection
DATE: Sep. 2019	SCALE: N/A

DETAIL 12
NTS -

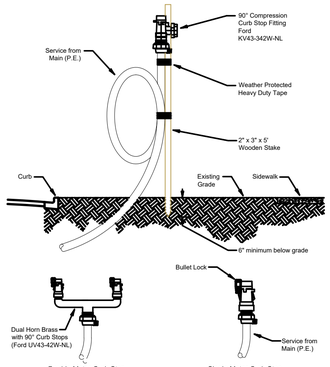


NOTES:

1. Pipes/mains in this detail are for representation purposes only. Refer to plan or utility sheets for pipes/main material, size, and configuration.
2. For meter configuration, including fittings and box, see City of Ocoee Meter and Meter Box Details UT207 for Single Family and UT208 for Commercial/Multi-Family.
3. Unless directed by City, reclaimed and potable meter boxes shall be separated by placing the boxes at opposite property lines.
4. Meters should be centered in grassed parkway, if possible, offset from front of sidewalk 2', and such that private service will not cross adjacent lot.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT207	Meter & Service Locations
DATE: April 2019	SCALE: N/A

DETAIL 13
NTS -

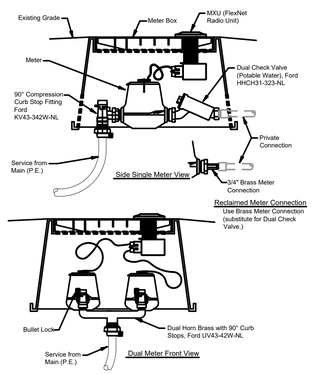


NOTES:

1. Water Service shall be 1" diameter P.E. minimum.
2. Service curb stop shall be bullet locked using High Field Manufacturing Cap Seal # 93210130, Bullet Stud 93210140 and Base 93210120.
3. Service shall extend 4' above finished grade and shall be no more than 2' from back of curb.
4. Top of stake shall be painted the color of the Utility Service and labeled with the Lot Number(s)/Address(es) it serves.
5. When water service will be used for Bacteriological Testing, a hose bib shall be installed on the Curb Stop.
6. Meter shall be installed by the City unless authorization has been given by the City (UT208b)
7. Private connection to the meter shall be the responsibility of the Owner/Owner's Contractor.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT208a	Single Family Residential Service
DATE: June 2021	SCALE: N/A

DETAIL 14
NTS -

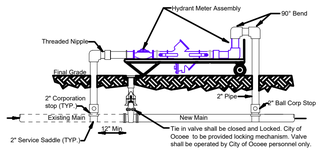


NOTES:

1. This detail shall only be used when the Contractor/Developer has been given special permission by the City to place City Meters.
2. Water Service shall be 1" diameter P.E. minimum.
3. Service curb stop shall be bullet locked using High Field Manufacturing Cap Seal # 93210130, Bullet Stud 93210140 and Base 93210120.
4. Private connection to the meter shall be the responsibility of the Owner/Owner's Contractor.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT208b	Single Family Residence Meter Configuration
DATE: February 2021	SCALE: N/A

DETAIL 15
NTS -



NOTES:

1. Provide temporary pipe supports as required.
2. Do not use galvanized pipe or accessories. Polyethylene pipe can be used with approval by the City.
3. A temporary jumper connection is required at all connections between existing active water mains and proposed new water main improvements.
4. The detail shown is to be used for filling any new water main of any size from existing active water mains and for flushing of new mains up to 8" diameter (2.5 fps min velocity) and for pulling bacteriological samples from any new water main of any size.
5. The jumper connection shall be maintained until after filling, flushing, testing, and disinfection of the new main has been successfully completed; and clearance for use from Florida Department of Environmental Protection (FDEP) and other pertinent agencies has been received.
6. Pipe and fittings used for connection of the new pipe to the existing pipe shall be disinfected prior to installation in accordance with AWWA C651, 2014 edition.
7. Swab or spray the exterior of the main to be tapped and the tapping saddle with 1% Hypochlorite solution.
8. The contractor shall reach out to the City to rent a City Hydrant Meter Assembly.
9. All installation and maintenance of the temporary jumper connection and associated hydrant meter assembly, fittings and valves, etc., shall be the responsibility of the contractor.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT211	Temporary Jumper Connection
DATE: March 2020	SCALE: N/A

DETAIL 16
NTS -

REV	ISSUED FOR	DATE	BY
4	ISSUED FOR BID	08/2025	MP
3	100% DESIGN	06/2025	MP
2	60% DESIGN	01/2025	MP
1	CONCEPTUAL ALIGNMENT	10/2024	MP

PROJECT ENGINEER: M. PECKHAM
DESIGNED BY: M. FORTIN
DRAWN BY: C. LOMBANA
CHECKED BY: T. BOMARITO
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE 0 1/2" 1"

MELANIE PECKHAM PE. No. 66487

Hazen
HAZEN AND SAWYER
2420 S. LAKEMONT AVENUE, SUITE 325,
ORLANDO, FLORIDA 32814

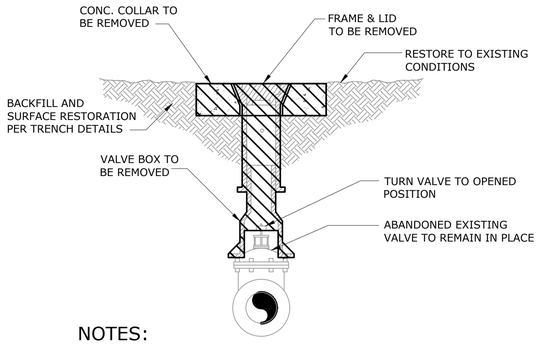
CITY OF OCOEE
UTILITIES DEPARTMENT

FLEWELLING 2-INCH
WATER MAIN REPLACEMENT

CITY STANDARD DETAILS
SHEET 2

DATE: AUGUST 2025
HAZEN NO.: 41154-004
CONTRACT NO.:
DRAWING NUMBER: CD-02

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PLOT DATE: 8/14/2025 3:23 p. m.



NOTES:

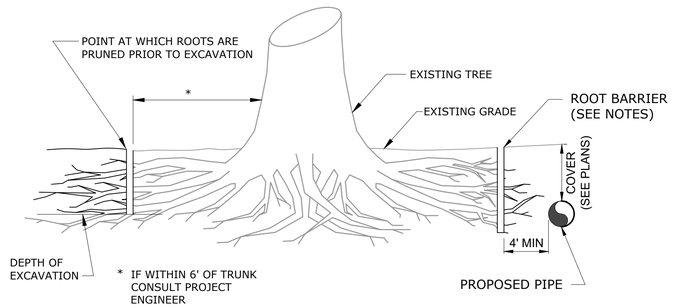
1. EXISTING MAIN LINE VALVES SHALL BE ABANDONED AS FOLLOWS:

   1.1 PAVED AREAS = REMOVE VALVE BOX AND FILL WITH CONCRETE TO FLUSH WITH PAVEMENT BASE. SAW CUT PAVEMENT AND INSTALL ASPHALT PATCH.

   1.2 GRASS AREAS = REMOVE UPPER SECTION OF VALVE BOX, BACKFILL AREA, COMPACT TO SPECIFICATION (95% DRY DENSITY MIN.) AND REPLACE SOD.

EXISTING VALVE ABANDONMENT

DETAIL	17
NTS	-



ROOT PRUNING NOTES:

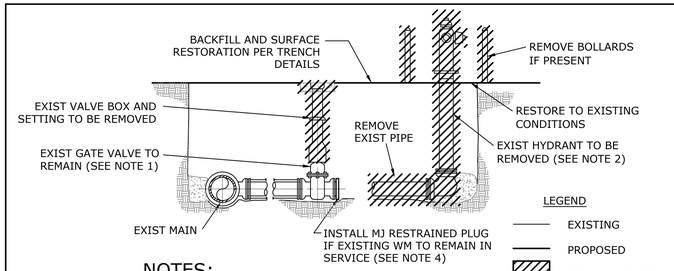
1. ALL TREE AND ROOT PRUNING SHALL BE PERFORMED ACCORDING TO THE ANSI A300 ROOT PRUNING STANDARDS AND SHALL BE DONE BY AN INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) CERTIFIED ARBORIST LICENSED IN FLORIDA. PRUNING OPERATORS SHALL MEET WITH THE ENGINEER/OWNER PRIOR TO ANY PRUNING.
2. CUTS ARE TO BE MADE CLEANLY WITH A SHARP ROOT PRUNING TOOL (SUCH AS A DOSCO OR VERMEER ROOT PRUNER).
3. INSTALL ORANGE PLASTIC MESH TREE BARRIER, WITH REBAR SUPPORTS, AT POINT OF PRUNING AND CONTINUE COMPLETELY AROUND TREE, PROTECTING THE AREA WITHIN THE DRIP LINE (EXTENT OF OUTER BRANCHES).

ROOT BARRIER NOTES:

1. ROOT BARRIER IS REQUIRED FOR LOCATIONS WHERE TREE(S) AND/OR ASSOCIATED ROOTS ARE LOCATED WITHIN 10 FEET OF A REQUIRED IMPROVEMENT.
2. ROOT BARRIER SHALL BE INSTALLED 15 FEET ON CENTER OF TREES AND/OR ROOTS.
3. ROOT BARRIER SHALL BE MINIMUM 48" DEEP. ROOT BARRIER MATERIAL SHALL BE HDPE OR AS APPROVED BY ENGINEER.

ROOT PRUNING AND ROOT BARRIER DETAIL

DETAIL	18
NTS	-



NOTES:

1. EXIST GATE VALVE SHALL BE CLOSED PRIOR TO ABANDONING.
2. EXIST HYDRANTS SHALL NOT BE REMOVED FROM SERVICE PRIOR TO PLACING NEW HYDRANTS INTO SERVICE.
3. ALL MATERIALS REMOVED SHALL BE PROPERLY DISPOSED OF BY THE CONTRACTOR. OWNER MAINTAINS RIGHT TO SALVAGE MATERIAL.
4. POUR THRUST BLOCK BEHIND NEW PLUG OR CAP IF EXISTING PIPING IS UNRESTRAINED AND MAIN WILL REMAIN IN SERVICE. ALTERNATIVELY, RESTRAIN VALVE TO TEE.
5. UNTIL FIRE HYDRANT IS PHYSICALLY REMOVED, ANY HYDRANT THAT BECOMES NON-USABLE SHALL BE COVERED AND MARKED "ABANDONED".
6. WHEN EXISTING HYDRANT IS PRESENT IN AN EXISTING SIDEWALK, SAW CUT, AND REMOVE THE EXISTING SIDEWALK AND CURB AT JOINTS AND RESTORE AREA TO CONDITION EXISTING PRIOR TO HYDRANT REMOVAL.
7. CONTRACTOR SHALL COORDINATE GROUT FILL/ABANDONMENT OF WATER MAIN WITH FIRE HYDRANT REMOVAL/DISPOSAL, AS APPLICABLE.

EXISTING FIRE HYDRANT REMOVAL

DETAIL	19
NTS	-

REV	ISSUED FOR	DATE	BY
4	ISSUED FOR BID	08/2025	MP
3	100% DESIGN	06/2025	MP
2	60% DESIGN	01/2025	MP
1	CONCEPTUAL ALIGNMENT	10/2024	MP

PROJECT ENGINEER:	M. PECKHAM
DESIGNED BY:	M. FORTIN
DRAWN BY:	C. LOMBANA
CHECKED BY:	T. BOMARITO

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE — 0 1/2" 1"

MELANIE PECKHAM PE. No. 66487

Hazen
HAZEN AND SAWYER
2420 S. LAKEMONT AVENUE, SUITE 325,
ORLANDO, FLORIDA 32814

CITY OF OCOEE
UTILITIES DEPARTMENT

FLEWELLING 2-INCH
WATER MAIN REPLACEMENT

STANDARD DETAILS

DATE:	AUGUST 2025
HAZEN NO.:	41154-004
CONTRACT NO.:	
DRAWING NUMBER:	D-01

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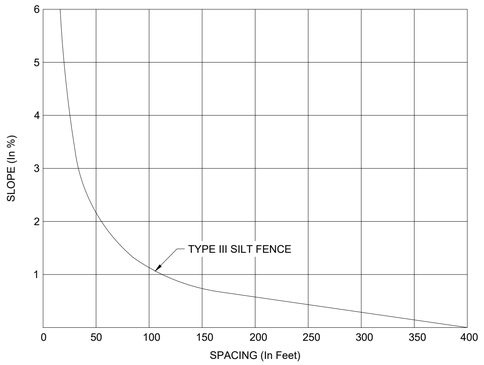
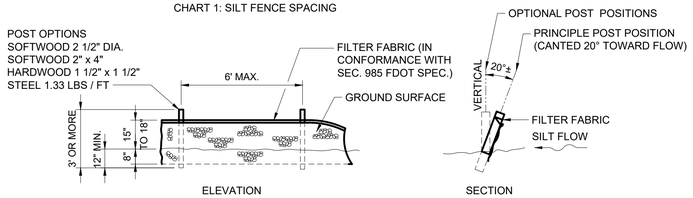
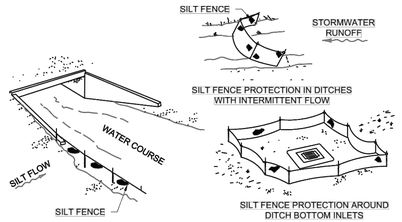


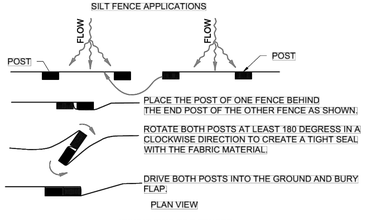
CHART 1: SILT FENCE SPACING



TYPE III SILT FENCE

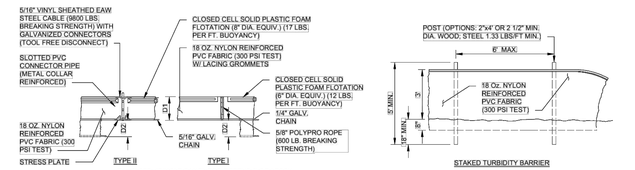
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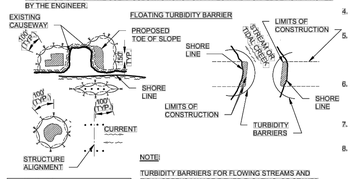
NOTES:

1. WHERE USED IN DITCHES, THE SPACING FOR TYPE III SILT FENCE SHALL BE IN ACCORDANCE WITH CHART 1;
2. DO NOT CONSTRUCT SILT FENCES ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER;
3. WHERE USED AS SLOPE PROTECTION , SILT FENCE IS TO BE CONSTRUCTED ON 0% LONGITUDINAL GRADE TO AVOID CHANNELIZING RUNOFF ALONG THE LENGTH OF THE FENCE;



D1 =5' STD. (SINGLE PANEL FOR DEPTHS 5' OR LESS);
D2 =5' STD. (ADDITIONAL PANEL FOR DEPTHS > 5');
CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FEET;
TWO (2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FEET UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALLED FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER;

NOTE:
COMPONENTS OF TYPES I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS; ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS APPROVED BY THE ENGINEER;

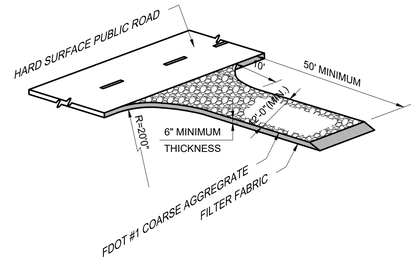


TURBIDITY APPLICATIONS

NOTE:
TURBIDITY BARRIERS FOR FLOWING STREAMS AND TIDAL CREEKS MAY BE EITHER FLOATING, OR STAKED TYPES OR ANY COMBINATIONS OF TYPES THAT WILL SUIT SITE CONDITIONS AND MEET EROSION CONTROL AND WATER QUALITY REQUIREMENTS. THE BARRIER TYPE(S) WILL BE AT THE CONTRACTOR'S OPTION UNLESS OTHERWISE SPECIFIED IN THE PLANS. POSTS IN STAKED TURBIDITY BARRIERS TO BE INSTALLED IN VERTICAL POSITION UNLESS OTHERWISE DIRECTED BY THE ENGINEER;

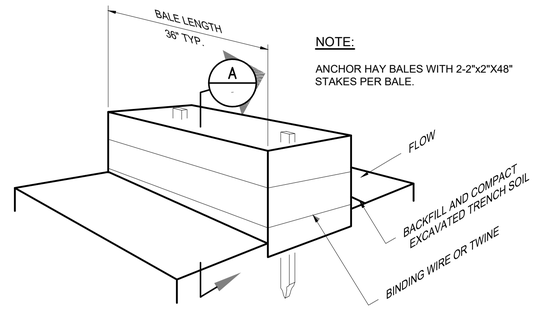
NOTES:

1. TURBIDITY BARRIERS ARE TO BE USED IN ALL PERMANENT BODIES OF WATER REGARDLESS OF WATER DEPTH.
2. NUMBER AND SPACING OF ANCHORS DEPENDENT ON CURRENT VELOCITIES.
3. DEPLOYMENT OF BARRIER AROUND PILE LOCATIONS MAY VARY TO ACCOMMODATE CONSTRUCTION OPERATIONS.
4. NAVIGATION MAY REQUIRE SEGMENTING BARRIER DURING CONSTRUCTION OPERATIONS;
5. TYPE I TURBIDITY BARRIERS SHALL BE DESIGNED BY THE MANUFACTURER FOR USE IN CALM WATER AREAS SUCH AS SWALES, DITCHES, CANALS, SMALL PONDS, LAKES AND HARBORS. TYPE I TURBIDITY BARRIERS SHALL BE USED IN AREAS WHERE THERE IS NO CURRENT AND THE AREA IS SHELTERED FROM WIND AND WAVES;
6. TYPE II TURBIDITY BARRIERS ARE DESIGNED BY THE MANUFACTURER FOR AREAS WITH MOVING WATER, CURRENTS, WAVES OR TIDE. TYPE II TURBIDITY BARRIERS SHALL BE USED IN WATER LOCATIONS WITH WAVES UP TO TWO FEET (2'), MODERATE WIND, AND CURRENTS UP TO 2 KNOTS OR 3.5 FEET PER SECOND;
7. STAKED BARRIERS ARE CONTINUOUS PANELS OF PVC FABRIC THAT CONTAIN STORMWATER RUNOFF OR RE-DIRECT IT TO CHANNELS OR RETENTION AREAS.
8. CONSTRUCTION SPECIFICATIONS: THE AREA OF INSTALLATION FOR THE PROPOSED TURBIDITY BARRIER SHALL BE INSPECTED FOR OBSTACLES AND IMPEDIMENTS THAT COULD DAMAGE THE BARRIER OR IMPAIR ITS EFFECTIVENESS TO RETAIN SEDIMENTS. REMOVE MATERIALS, OBSTACLES AND IMPEDIMENTS THAT COULD DAMAGE OR IMPAIR THE EFFECTIVENESS OF THE TURBIDITY BARRIER.
9. MAINTENANCE: THE TURBIDITY BARRIER SHALL BE INSPECTED DAILY AND REPAIRED OR REPLACED IMMEDIATELY IF DAMAGED. IT IS NOT NORMALLY NECESSARY TO REMOVE SEDIMENT DEPOSITED BEHIND THE CURTAIN. HOWEVER, WHEN NECESSARY, REMOVAL SHALL BE DONE BY HAND PRIOR TO REMOVAL OF THE BARRIER. ALL REMOVED SILT SHALL BE STABILIZED AWAY FROM THE WATERBODY. THE BARRIER SHALL BE REMOVED SLOWLY AND BY CAREFULLY PULLING IT TOWARD THE CONSTRUCTION SITE TO MINIMIZE THE RELEASE OF SEDIMENTS.



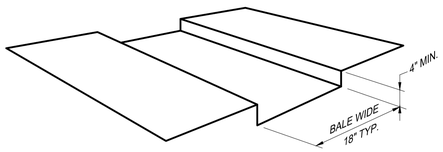
NOTES:

1. THE ENTRANCE SHALL BE MAINTAINED A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY , WHEELS SHALL BE CLEANET PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABLIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDMENT BASIN.



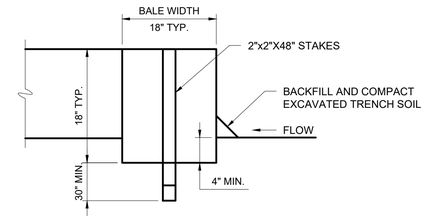
NOTE:

ANCHOR HAY BALES WITH 2-2"x2"X48" STAKES PER BALE.



HAY BALE INSTALLATION NOTES:

1. SEE CIVIL PLAN VIEW FOR LOCATIONS OF HAY BALES.
2. HAY BALES SHALL CONSIST OF CERTIFIED WEED FREE STRAW OR HAY LOCAL JURISDICTIONS MAY REQUIRE PROOF THAT BALES ARE WEED FREE.
3. HAY BALES SHALL CONSIST OF APPROXIMATELY 5 CUBIC FEET OF STRAW OR HAY AND WEIGH NOT LESS THAN 35 POUNDS.
4. WHEN HAY BALES ARE USED IN SERIES AS A BARRIER, THE END OF EACH BALE SHALL BE TIGHTLY ABUTTING ONE ANOTHER.
5. HAY BALE DIMENSIONS SHALL BE APPROXIMATELY 36" X 18" X 18".
6. A UNIFORM ANCHOR TRENCH SHALL BE EXCAVATED TO A DEPTH OF 4". BALES SHALL BE PLACED SO THAT BINDING TWINE OR WIRE IS HORIZONTALLY ENCOMPASSING THE SIDES OF THE BALE(S). ALL EXCAVATED SOIL SHALL BE PLACED ON THE UPHILL SIDE OF THE BALE(S) AND COMPACTED.
7. TWO (2) WOODEN STAKES SHALL BE USED TO HOLD EACH BALE IN PLACE. WOODEN STAKES SHALL BE 2" X 2" X 48". WOODEN STAKES SHALL BE 30" INTO THE GROUND.



HAY BALE PROTECTION AROUND INLETS OR SIMILAR STRUCTURES

NTS

REV	ISSUED FOR	DATE	BY
4	ISSUED FOR BID	08/2025	MP
3	100% DESIGN	06/2025	MP
2	60% DESIGN	01/2025	MP
1	CONCEPTUAL ALIGNMENT	10/2024	MP

PROJECT ENGINEER: M. PECKHAM
DESIGNED BY: M. FORTIN
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MELANIE PECKHAM PE. No. 66487

Hazen
HAZEN AND SAWYER
2420 S. LAKEMONT AVENUE, SUITE 325,
ORLANDO, FLORIDA 32814

ocoee florida
CITY OF OCOEE
UTILITIES DEPARTMENT

FLEWELLING 2-INCH
WATER MAIN REPLACEMENT

POLLUTION PREVENTION DETAILS

DATE: AUGUST 2025
HAZEN NO.: 41154-004
CONTRACT NO.:
DRAWING NUMBER: D-02

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PLOT DATE: 8/14/2025 3:24 p. m. BY: HP

MATERIAL QUANTITY TABLE		
MATERIAL	UNIT	QUANTITY
6" DUCTILE IRON PIPE CLASS 350	LF	3050
6"X6" TAPPING SLEEVE AND VALVE	EA	2
FIRE HYDRANT ASSEMBLY	EA	6
6" GATE VALVE AND BOX	EA	11
6" DI 45° BEND	EA	6
6" DI 11.25° BEND	EA	2
6"x1" SERVICE SADDLE	EA	41
MJ SLEEVE	EA	4
6" INSERTION VALVE	EA	2

STAFF REPORT

Meeting Date: December 2, 2025
Item #: 7

Contact Name: Shannon Hopper, Joyce Tolbert
Contact Number: Ext. 1524, Ext. 1516

Department Director: Steven Weber
City Manager: Craig Shadrix

Subject: Approval of One (1) Year Optional Renewal Term with Apple Air for the Citywide A/C and Heating Maintenance Term Contract. (Procurement Manager Tolbert)

Background Summary:

On December 15, 2020, the City entered into a three (3) year term contract, with two (2) automatic renewal terms with Apple Air Conditioning & Heating, Inc. under the city's formal solicitation RFP 21-002 Citywide Air Conditioning & Heating Maintenance. The current term of the contract expires on December 15, 2025. However, the contract allows the City the option of extending the term of the contract an additional one (1) year.

Exercising the one (1) year optional renewal term of the current contract would allow time for staff to determine any other possible service locations (including city hall) that should be included in the new solicitation; and for Purchasing to prepare updated solicitation and contract documents, conduct the solicitation process, and award and finalize a new contract. It is anticipated that the new solicitation for Citywide Air Conditioning & Heating Maintenance will be advertised in mid 2026.

Issue:

Should the Honorable Mayor and City Commissioners approve the one (1) year optional renewal of the city's term contract with Apple Air for citywide Air Conditioning and Heating Maintenance?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners to:
1.) Approve the one (1) year optional renewal term of the city's term contract with Apple Air for citywide Air Conditioning and Heating Maintenance,
2.) Authorize the Mayor, city Clerk and staff to execute any renewal acknowledgment documents, and
3.) Authorize the City Manager to approve change order to this contract up to the limit of his purchasing authority for each change order and up to the budgeted amount for this project for all change orders.

Attachments:

1. Contract

Financial Impacts:

As budgeted each fiscal year under Maintenance Operations GL 001-519-00-3400.

Type of Item: Consent



CITY OF OCOEE
150 North Lakeshore Drive
Ocoee, Florida 34761

This Change Order can be authorized by the City Manager

APPLE AIR CONTRACT/REQUISITION PW005092
CHANGE ORDER NO. 1

DATE: 12/16/22 PURCHASE ORDER:Apple Air Contract/Requisition PW005092

The following changes are hereby made to the CONTRACT DOCUMENTS.

Original CONTRACT PRICE	$9000.00
Current CONTRACT PRICE ADJUSTED by previous CHANGE ORDERS	$0.00
Net Increase (Decrease) Resulting from this CHANGE ORDER	($240.00)
The current CONTRACT PRICE including this CHANGE ORDER	$8760.00
Original CONTRACT COMPLETION DATE:	12/16/20
Current CONTRACT COMPLETION DATE adjusted by previous CHANGE ORDERS	12/15/23
Net Increase Resulting from this CHANGE ORDER	N/A
Current CONTRACT COMPLETION DATE including this CHANGE ORDER	N/A

CHANGES ORDERED:

I. REQUIRED CHANGES-This change order will cause a decrease in the contract total by $240.00

II. JUSTIFICATION-Old City Hall is no longer needed on current contract.

III. NARRATIVE OF NEGOTIATIONS-Emailed Apple Air and got a new proposal.

IV. PAYMENT-PO will be fully funded through Facilities 001-519-00-3400

V. APPROVAL AND CHANGE AUTHORIZATION

The original project and funding allocation was established by issuance of a CITY purchase order, subject to the terms and conditions contained in the CITY's solicitation, Project Manual, Drawings, Specifications, and/or the CONTRACTOR's service and price proposal, which collectively form the terms of an agreement between the CITY and the CONTRACTOR for the performance of the Work. This proposed change to the agreement requires approval by the City Manager under the CITY's Purchasing Rules and Regulations and is consistent with any action by the City Commission to award the Work to the CONTRACTOR. It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original agreement other than matters expressly provided herein.

CONTRACTOR acknowledges, by its execution and acceptance of this Change Order, that the adjustments in contract price and time shown hereon constitute full and complete compensation and satisfaction for all costs and modifications of performance time incurred by the CONTRACTOR as a result of this Change Order. No other claim for increased costs of performance or modifications of time will be granted by the CITY for the Work covered by this Change Order. The CONTRACTOR hereby waives and releases any further claims for cost or time against the CITY arising from or relating to the matters or Work set forth or contemplated by this Change Order.

[Balance of this page was left blank intentionally]

RECOMMENDED BY:

CITY OF OCOEE, FLORIDA

By: _____
Signature

Date: 12-16-2022

Title: PW Director

ACCEPTED BY:

Apple Air

By: _____
Signature

Date: 12-19-2022

Title: SERVICE MANAGER

APPROVED BY:

CITY OF OCOEE, FLORIDA

By: _____
(Steve Krug), Department Director

Date: 12-19-2022

By: _____
Rebecca Roberts, Finance Director

Date: 12-19-22

By: _____
Robert D. Frank, City Manager

Date: 12/19/22

By: _____
Rusty Johnson, Mayor

Date: 12/20/22

Attest: _____
Melanie Sibbitt, City Clerk

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, APPROVED AS TO FORM AND LEGALITY THIS 21st DAY OF December, 20 22

By: _____
City Attorney

APPROVED BY THE CITY OF OCOEE COMMISSION IN A MEETING HELD ON 12/15, 2020 UNDER AGENDA ITEM NO 4.

APPLE
Air Conditioning & Heating, Inc.
We take a slice out of your energy costs!

PROPOSAL

Date: 12/15/22

PROJECT INFORMATION:

PROJECT: Citywide Maintenance

OWNER: City of Ocoee

ADDRESS: 150 N. Lakeshore Dr. Ocoee, FL 34761

PHONE:

EQUIPMENT AND LABOR DATA:

DESCRIPTION of WORK

Apple Air Conditioning and Heating, Inc., proposes to procure, deliver and install the following merchandise, materials and labor as described herein, in consideration of the price estimate quote

Proposal for Citywide Maintenance contract price adjustment. Changes to price reflects removal of PM service to the old City Hall air conditioning equipment which is no longer in use. This proposed contract would date 01/01/23 to 12/31/23.

Total Price for Repair: $8,760.00 ($2,190.00 billed per quarter)

WARRANTY

Apple Air Conditioning to provide 30 day labor warranty on repairs. Parts still covered by manufacturer part warranty will carry the balance of the original part warranty. Parts not covered by original part warranty will have a 1 year part warranty from manufacturer. All extended parts and warranty claims to be completed by Apple Air Conditioning.

TERMS AND CONDITIONS:

Payment to be made as follow: Net 30 days after completion of each PM.
Cost is good for 30 days from proposal origination date

ACCEPTANCE OF PROPOSAL: Above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date: _____ Signature: _____

AGREEMENT FOR
RFP #21-002 AIR CONDITIONING & HEATING MAINTENANCE TERM CONTRACT

THIS AGREEMENT FOR AIR CONDITIONING AND HEATING MAINTENANCE TERM CONTRACT (this "Agreement") is made this 15th day of December, 2020, by and between the **CITY OF OCOEE**, a Florida municipal corporation, whose mailing address is 150 North Lakeshore Drive, Ocoee, Florida 34761 (hereinafter referred to as the "City") and **APPLE AIR CONDITIONING & HEATING, INC.**, a Florida corporation, whose mailing address is 19240 N. HWY 27, Clermont, FL 34715; PO Box 246, Ocoee, FL 34761 (hereinafter referred to as the "Contractor").

W I T N E S S E T H:

WHEREAS, the City desires to enter into an Agreement with the Contractor to perform the work set forth in that certain Request for Proposals RFP #21-002 (the "Work"), and any amendments thereto being attached hereto as Exhibit "A"; and

WHEREAS, the Contractor is capable of performing the Work and agrees to perform the Work pursuant to the terms of this Agreement, and for the amounts specified in the Contractor's Proposal, the Contractor's Proposal and any amendments thereto being attached hereto as Exhibit "B".

NOW THEREFORE, in consideration of the premises and other good and valuable considerations exchanged between the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Scope of Agreement. The terms and conditions of Exhibit "A attached hereto as well as the terms and conditions of Exhibit "B" attached hereto are incorporated by reference herein as fully as if herein set forth. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, labor, supervision, and consumables to complete the Work.

Section 2. Term of Agreement. This Agreement shall consist of one (1) initial three (3) year term beginning on **December 16, 2020** (the "Effective Date"), with two (2) separate automatic one-year extensions, for a total of five (5) years, unless terminated by the City upon the issuance of written notice by the City to the Contractor provided not later than thirty (30) days prior to the expiration of any renewal year term. The City shall have the option of extending the term an additional one (1) year. Each term is renewable with the condition that the City's obligation to pay under this Agreement for each year is contingent upon the City in its good faith judgment having sufficient funds to make an annual appropriation for the work to be provided under this agreement.

Section 3. Compensation. Contractor agrees to provide the services and materials as specified in Exhibit "A" for the amount specified in Exhibit "B". The amount as specified in Exhibit "B" may be increased or decreased by the City under the Extra Work provision of this Agreement, through the issuance of an Addendum, if applicable. Any prices specified in this Agreement, will remain firm for the first year of this Agreement. Price adjustments will be allowed pursuant to the Price Adjustment provision of this Agreement.

Section 4. Payment. All invoices received by the City are payable within (30) days from receipt, provided they have first been approved by the City, and the City has accepted the Work for which payment is sought. The City reserves the right, with justification, to partially pay any invoice

submitted by the Contractor. All invoices shall be in duplicate and directed to: City of Ocoee, Accounts Payable, 150 North Lakeshore Drive, Ocoee, Florida 34761-2258. **All invoices must be clearly marked: City Agreement RFP 21-002 Air Conditioning & Heating Maintenance Term Contract.**

Section 5. General Conditions.

A. Patents and Copyrights. The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

B. Termination for Default.

1) The performance of Work under this Agreement may be terminated by the City, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet the performance requirements of this Agreement.
2) The City has a right to terminate for default if the Contractor fails to perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.
3) Failure of a Contractor to perform the required Work within the time specified, or within a reasonable time as determined by the City or failure to redo the Work when so requested, immediately or as directed by the City, shall constitute authority for the City to hire another contractor to perform the Work. In all such cases, the Contractor or his surety, shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Agreement prices.
4) Should public necessity demand it, the City reserves the right to utilize services which are substandard in quality, subject to an adjustment in price to be determined by the City. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the City that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.
5) Termination for Convenience. The City may terminate this Agreement at its convenience with thirty (30) days advance written notice to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination.

C. Warranty. The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in-effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either redo such portions of the Work to correct such fault, defect or error, at no additional cost to the City or refund to the City the charge paid by the City which is attributable to such portions

of the faulty, defective or erroneous Work, including the costs for obtaining another Contractor to redo the Work.

ALL MATERIALS PROVIDED BY THE CONTRACTOR, SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED.

THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

D. Time of Completion. The parties understand and agree that time is of the essence in the performance of this Agreement. The Contractor agrees that all Work shall be performed regularly, diligently, and uninterrupted within the time specified. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City may at its discretion, cancel this Agreement for the convenience of the City.

E. Indemnification. To the fullest extent provided by law, Contractor shall indemnify, defend and hold harmless the City and all of its officers, agents and employees from all claims, loss, damage, cost, charges or expense including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor, its agents, employees, or subcontractors during the performance of the Agreement. The City shall use its best efforts to promptly notify the Contractor in writing of any Claims and shall provide the Contractor with information regarding the Claims as the Contractor may reasonably request, but the failure to give such notice or provide such information shall not diminish the obligations of the Contractor under this Section. No Claims whatsoever shall be made or asserted against the City by the Contractor for or on account of anything done or as a result of anything done or omitted to be done in connection with this Agreement.

F. Correction of Work. The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to this Agreement whether observed before or after substantial completion of the Work. The Contractor shall bear all costs of correcting such rejected Work. In the event that Contractor fails to timely mow or otherwise maintain a portion of the work, then the City, at its sole discretion and without waiving any other rights or remedies under this Agreement, may deduct from any amounts due under this Agreement, the actual cost paid by the City to a third party to perform the work. If the City performs such work with its own personnel then the City may deduct from any amounts due under this

Agreement such amount equal to what the Contractor would have charged for doing the work, plus 15% of such amount.

G. Right to Audit Records. The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

H. Information. All information, data, designs, plans, drawings, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

I. Safety Measures. The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the workers and public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.

J. Extra Work. The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written Addendum to this Agreement, and shall be executed under the applicable conditions of the Agreement.

K. Price Adjustments. Pricing is firm for first year term of this agreement. The contract labor rates may increase up to 3% upon renewal of the contract each year. All other provisions of the contract shall remain constant for the life of the contract. For the renewal terms of this Agreement, if the Contractor proposes to make a price adjustment, the Contractor shall first give the City written notice thereof, with explanations stated for the price adjustment, and such notice shall be given at least one hundred-twenty (120) calendar days prior to the one (1) year renewal term for which the price adjustment is sought. Nothing contained herein shall affect the City's right to terminate this Agreement for Convenience as provided herein.

L. Familiarity with The Work. The Contractor by executing this Agreement, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as the Contractor's stated commitment to fulfill all the conditions referred to in this Agreement.

Section 6. Miscellaneous Provisions.

A. The Contractor shall not employ subcontractors without the advance written permission of the City.

B. No assignment by a party hereto of any rights under, or interests in, the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due, and moneys that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Florida or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.

C. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.

D. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the City.

E. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.

F. The Contractor shall at all times, keep the Work area free from accumulation of waste materials or rubbish caused by its operations, and promptly remove any such materials to an approved disposal location.

G. The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.

H. This Agreement is considered a non-exclusive Agreement between the parties.

I. This Agreement is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. The parties agree that the provisions of Chapter 558, Florida Statutes are not applicable to this Agreement.

J. Waiver of Jury Trial; Legal Costs. It is mutually agreed by and between the Contractor and Owner that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. The parties further agree that the sole and exclusive venue for any action to enforce this agreement shall be in The Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

K. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

L. The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted proposals for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that it is authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.

M. This Agreement, including Exhibit "A" and Exhibit "B", contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

N. SCRUTINIZED COMPANIES: The Respondent certifies that the company is not participating in a boycott of Israel. The Respondent certifies that the Respondent is not on the

Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the Respondent is unable to provide such certification but still seeks to be considered for award of this solicitation, the Respondent shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Respondent agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. The City shall have the right to terminate any contract resulting from this solicitation for default if the Respondent is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

O. To the degree records are not exempt or confidential under Florida's Public Records law, Contractor agrees to comply with Chapter 119, Florida Statutes, and particularly Section 119.0701, Florida Statutes, relating to a contractor's obligation with regard to public records.

P. **PUBLIC RECORDS COMPLIANCE**

The City of Ocoee (City) is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from the 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 City.

4. Upon completion of the contract, Contractor agrees to transfer at no cost to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public record to the City 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 City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

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 407-905-3100, EXTENSION 1022, CCDL@ci.ocoee.fl.us, WITH AN OFFICE LOCATED AT 150 NORTH LAKESHORE DRIVE, OCOEE, FLORIDA 34761.

(Remainder of page intentionally left blank. Signature page to follow.)

IN WITNESS WHEREOF, Contractor and the City have caused this Agreement for Air Conditioning and Heating Maintenance Term Contract to be executed by their duly authorized officers as of the day and year first above written.

CONTRACTOR: Apple Air Conditioning & Heating, Inc.

BY: _____

PRINT NAME: Pete Lattner, J

TITLE: President

WITNESSES:

NAME: _____ NAME: _____

TITLE: Vice President TITLE: Service Manager

OWNER: CITY OF OCOEE, FLORIDA

ATTEST: APPROVED:

BY: _____ BY: _____

Melanie Sibitt, City Clerk Rusty Johnson, Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA
APPROVED AS TO FORM AND LEGALITY

this 15th day of Dec., 2020

APPROVED BY CITY OF OCOEE
COMMISSION AT A MEETING HELD
on Dec. 15, 2020, under Agenda Item 4.

SHUFFIELD, LOWMAN & WILSON, P.A.

BY: _____

Scott A. Cookson, City Attorney

END OF SECTION

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/14/2020

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	CONTACT NAME: Susan Foerke	
Lassiter-Ware Insurance of Maitland 2701 Maitland Center Parkway Suite 125 Maitland FL 32751	PHONE (A/C, No, Ext): (800) 845-8437	FAX (A/C, No): (888) 883-8680
	E-MAIL ADDRESS: susanf@lassiterware.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Apple Air Conditioning and Heating, Inc. P. O. Box 246 Ocoee FL 34761	INSURER A : Southern Owners Insurance Co.	10190
	INSURER B : Auto Owners Insurance Company	18988
	INSURER C : National Union Fire Insurance Company of Pittsburgh, PA.	19445
	INSURER D : Builders Mutual Ins Co	10844
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 20/21 Master **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	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	72278999	07/22/2020	07/22/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY		Y	46-582043-01	07/22/2020	07/22/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			EBU013188003	07/22/2020	07/22/2021	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WCP1053752-02	07/22/2020	07/22/2021	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Installation Floater			72278999	07/22/2020	07/22/2021	Policy Limit Deductible	$200,000 $ 1,000

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

Project: RFP #21-002 Term Contract

The certificate holder is included as an additional insured under the terms and conditions of the attached forms and the General Liability Policy, when additional insured status is required by written contract. A Blanket Waiver of Subrogation is included as part of the General Liability, Automobile Liability and Workers Compensation Policies and applies when required by written contract, provided the contract is executed prior to any loss.

CERTIFICATE HOLDER

City of Ocoee
150 N Lakeshore Drive
Ocoee FL 34761

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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58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE**, **A. COVERAGE**, **1. Who Is An Insured**.

All other policy terms and conditions apply.

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, **A. LOSS CONDITIONS** is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

a. Covered by the policy; and

b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

55373 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Under **SECTION II - WHO IS AN INSURED** is amended. The following provision is added.
A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:
1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

B. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added.
The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

C. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.
1. The following condition is added to **4. Other Insurance**.
This insurance is primary for the Additional Insured, but only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.
2. The following condition is added.
Other Additional Insured Coverage Issued By Us
If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

55091 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY PLUS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **EXTENDED WATERCRAFT LIABILITY**
SECTION I - COVERAGES, **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions** is amended. Exclusion **g.(2)** is deleted and is replaced by the following exclusion.
(2) A watercraft you do not own that is:
(a) Less than 50 feet long; and
(b) Not being used to carry persons or property for a charge;

2. **HIRED AUTO AND NON-OWNED AUTO LIABILITY**
Coverage for "bodily injury" and "property damage" liability provided under **SECTION I - COVERAGES**, **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, is extended as follows under this item, but only if you do not have any other insurance available to you which affords the same or similar coverage.

Coverage
We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto":
a. You do not own;
b. Which is not registered in your name; or
c. Which is not leased or rented to you for more than ninety consecutive days
and which is used in your business.

Exclusions
With respect to only **HIRED AUTO AND NON-OWNED AUTO LIABILITY**, the exclusions which apply to **SECTION I - COVERAGES**, **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, other than the Nuclear Energy Liability Exclusion Endorsement, do not apply. The following exclusions apply to this coverage.
This coverage does not apply to:
a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
b. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
c. **(1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
(a) That are, or are contained in any property that is:
1) Being transported or towed by, handled or prepared for placement into or upon, or taken from the "auto";
2) Otherwise in the course of transit by you or on your behalf; or
3) Being disposed of, stored, treated or processed into or upon the "auto";
(b) Before such "pollutants" or property containing "pollutants" are moved from the place they are accepted by you or anyone acting on your behalf for placement into or onto the "auto"; or
(c) After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned by you or anyone acting on your behalf.
Paragraph **c.(1)(a)** does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer.

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Paragraphs **c.(1)(b)** and **c.(1)(c)** do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased to you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.

(2) Any loss, cost or expense arising out of any:
- **(a)** Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- **(b)** Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

d. "Bodily injury" or "property damage" however caused, arising directly or indirectly, out of:
- **(1)** War, including undeclared or civil war;
- **(2)** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- **(3)** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

e. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
- **(1)** Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".
- **(2)** That the insured would have in the absence of the contract or agreement.

f. "Property damage" to:
- **(1)** Property owned or being transported by, or rented or loaned to any insured; or
- **(2)** Property in the care, custody or control of any insured other than "property damage" to a residence or a private garage by a private passenger "auto" covered by this coverage.

g. **(1)** "Bodily injury" to:
- **(a)** An "employee" of the insured arising out of and in the course of employment by the insured; or
- **(b)** The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **g.(1)(a)**.

(2) This exclusion applies:
- **(a)** Whether the insured may be liable as an employer or in any other capacity; and
- **(b)** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) This exclusion does not apply to:
- **(a)** Liability assumed by the insured under an "insured contract".
- **(b)** "Bodily injury" to any "employee" of the insured arising out of and in the course of his or her domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

Who Is An Insured

With respect to only this coverage, **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following provision.

SECTION II - WHO IS AN INSURED

a. Each of the following is an insured with respect to this coverage.
- **(1)** You.
- **(2)** Your partners if you are designated in the Declarations as a partnership or a joint venture.
- **(3)** Your members if you are designated in the Declarations as a limited liability company.
- **(4)** Your "executive officers" if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.
- **(5)** Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.

b. None of the following is an insured:
- **(1)** Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment.
- **(2)** Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:

(a) Such person; or
(b) Any partner or "executive officer" of yours or a member of his or her household; or
(c) Any "employee" or agent of yours who is granted an operating allowance of any sort for the use of such "auto".

(3) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.

(4) The owner or lessee (of whom you are a sub-lessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.

(5) Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

Additional Definitions
The following definition applies to only this coverage.
"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

Limits of Insurance
With respect to only this coverage, **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following provision.
SECTION III - LIMITS OF INSURANCE

a. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
(1) Insureds;
(2) Claims made or "suits" brought; or
(3) Persons or organizations making claims or bringing "suits".

b. We will pay damages for "bodily injury" or "property damage" up to the limits of liability shown in the Declarations for this coverage. Such damages shall be paid as follows:
(1) When Hired Auto and Non-Owned Auto Each Occurrence Limit is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".
(2) When Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence Limit and Property Damage Hired Auto and Non-Owned Auto Each Occurrence Limit are shown in the Declarations:
(a) The limit shown for Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".
(b) The limit shown for Property Damage Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".

3. BROADENED SUPPLEMENTARY PAYMENTS
SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, Paragraph **1.d.** is amended.
The amount we will pay for the actual loss of earnings is increased from $250 per day to $400 per day.

4. ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT
If the endorsement, EXCLUSION - PRODUCTS COMPLETED OPERATIONS HAZARD, CG 21 04, is not attached to this policy, then the following provision is added to **SECTION III - LIMITS OF INSURANCE**.
Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.

5. PERSONAL INJURY EXTENSION
a. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is attached to this policy, then this provision, **5.** PERSONAL INJURY EXTENSION, does not apply.
b. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is not attached to this policy, then under **SECTION V - DEFINITIONS**, **14.** "Personal and advertising injury" is deleted and replaced by the following definition.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
a. False arrest, detention or imprisonment;
b. Malicious prosecution;
c. The wrongful eviction from, wrongful entry into, or invasion of the right of private

occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement";

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or

h. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

6. BROADENED KNOWLEDGE OF OCCURRENCE
SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is amended. The following condition is added.
Paragraphs **a.** and **b.** of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:

a. If the notice of a new claim is given to your "employee"; and

b. That "employee" fails to provide us with notice as soon as practicable.

This exception shall not apply to you or to any officer, director, partner, risk manager or insurance manager of yours.

7. DAMAGE TO PREMISES RENTED TO YOU

a. SECTION I - COVERAGES, **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions** is amended.

(1) The last paragraph is deleted and replaced by the following paragraph.
Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **7. DAMAGE TO PREMISES RENTED TO YOU**, **b.** Limits of Insurance.

(2) The following additional exclusions apply to "property damage" arising out of water damage to premises rented to you or temporarily occupied by you with permission of the owner.

(a) "Property damage" to:

1) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or

2) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.

(b) "Property damage" caused by or resulting from any of the following:

1) Mechanical breakdown, including bursting or rupture caused by centrifugal force;

2) Cracking, settling, expansion or shrinking;

3) Smoke or smog;

4) Birds, insects, rodents or other animals;

5) Wear and tear;

6) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or

7) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:

a) You make a reasonable effort to maintain heat in the building or structure; or

b) You drain the equipment and shut off the water supply if the heat is not maintained.

(c) "Property damage" caused directly or indirectly by any of the following:

1) Water that backs up from a drain or sewer;

2) Mud flow or mudslide;

3) Volcanic eruption, explosion or effusion;

4) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;

5) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not; or

6) Water under the ground surface pressing on, or seeping or flowing through:

a) Walls, foundations, floors or paved surfaces;

b) Basements, whether paved or not; or
c) Doors, windows or other openings.

(d) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.

b. Limits of Insurance
With respect to this coverage only, under **SECTION III - LIMITS OF INSURANCE**, Paragraph **6.** is deleted and replaced by the following Paragraph.

6. The most we will pay under Coverage **A** for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.

c. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, **4. Other Insurance**, Paragraph **b.** is amended. The word fire is amended to include fire, lightning, explosion, smoke or water damage.

8. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

a. (1) SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization with whom you have agreed:
(a) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
(b) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured.

(2) This provision applies only with respect to liability for:
(a) "Bodily injury";
(b) "Property damage"; or
(c) "Personal and advertising injury"
caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

b. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. The following provision is added to **SECTION III - LIMITS OF INSURANCE**.
The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

9. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

a. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization with whom you have agreed:
(1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
(2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured
but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

b. This provision is subject to the following additional exclusions.
(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
(2) Structural alterations, new constructions or demolition operations performed by or on behalf of the additional insured.

c. The following provision is added to **SECTION III - LIMITS OF INSURANCE**.
The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS
SECTION II - WHO IS AN INSURED is amended. Paragraph **3.** is deleted and replaced by the following provision.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain

ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

11. BLANKET WAIVER OF SUBROGATION

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended. The following provision is added to **8. Transfer Of Rights of Recovery Against Others To Us**.

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right to recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION THAT IS REQUIRED BY WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

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CITY OF OCOEE

REQUEST FOR PROPOSALS
RFP #21-002

AIR CONDITIONING & HEATING MAINTENANCE TERM CONTRACT

ocoee

florida

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CITY-WIDE AIR CONDITIONING & HEATING MAINTENANCE TERM CONTRACT

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**Submit with Proposal*

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Request for Proposals, Legal Advertisement

The City of Ocoee, Florida (the "City") is soliciting sealed proposals for **RFP #21-002 City-Wide Air Conditioning & Heating Maintenance Term Contract.** Proposals will only be accepted electronically through Negometrix, a free e-Procurement platform, **until 2:00 pm, local time, on Tuesday, November 10, 2020.** Proposals received after that time or through any other method will not be accepted under any circumstances. Proposals that have been timely received will be publicly opened virtually online and the names of the responding firms read aloud at that time; instructions will be provided at https://www.ocoee.org/959/Public-Bid-Meetings. All questions regarding this RFP should be in writing to Shannon Hopper, Purchasing Technician, Finance Department/Purchasing shopper@ocoee.org. No Pre-proposal conference is scheduled at this time. Prospective respondents may secure a copy of the documents required for submitting a proposal at no charge through Negometrix by accessing the City's published solicitation page at https://app.negometrix.com/buyer/747. For more information, please visit https://www.ocoee.org/323/Purchasing. Prospective respondents will be provided with all information regarding this RFP, addenda, and changes to the project requirements through the Negometrix platform. Melanie Sibbitt, City Clerk, Orlando Sentinel, October 18, 2020.

CITY OF OCOEE
REQUEST FOR PROPOSALS (RFP) #21-002
CITY-WIDE AIR CONDITIONING & HEATING MAINTENANCE TERM CONTRACT

A. Sealed proposals for RFP #21-002 will be received by the City of Ocoee, hereinafter called "City," from any person, firm, corporation, or agency, hereinafter called "Respondent, Firm, Bidder, or Proposer," submitting a proposal for the services being solicited. Each Respondent shall furnish the information required on the proposal form supplied and each accompanying sheet thereof on which an entry is made. Proposals submitted on any other format shall be disqualified. Proposals must be typewritten or handwritten using ink; do not use pencil. Proposal documents must be submitted under the signature of a legally responsible representative, officer, or employee and should be properly witnessed and attested. All proposals should also include the name and business address of any person, firm, or corporation interested in the proposal, either as a principal, member of the firm, or general partner. If the Respondent is a corporation, the proposal should include the name and business address of each officer, director, and holder of 10% or more of the stock of such corporation.

B. The City utilizes Negometrix, an e-procurement platform. The City is **ONLY** accepting electronic solicitation responses online through the City's Negometrix platform at https://app.Negometrix4.com/buyer/748N This link can also be accessed through the City's website at https://www.ocoee.org/323/Purchasing under the ***Current Open Solicitations*** menu. All responses for this bid **MUST** be submitted through the Negometrix platform. RFP submissions received in any other format will not be accepted; no paper, fax, or e-mailed submissions will be accepted. There is no charge to use the Negometrix electronic bid submission platform.

Registration with Negometrix is free and is required prior to submitting a bid response. You will be required to register once you click the PARTICIPATE BUTTON in the solicitation file. It is suggested your company register no later than 24 hours in advance of the bid submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the Negometrix Service Desk by calling (724) 888-5294 or by emailing servicedesk.us@Negometrix4.com.

Once your company is registered with Negometrix, you will be able to securely submit your company's proposal any time before the bid deadline, at https://app.Negometrix4.com/buyer/748 by clicking the PARTICIPATE BUTTON under the solicitation. Proposals submitted on Negometrix will remain locked and inaccessible by City staff until the bid deadline. Respondents are encouraged to allow ample time to upload and submit your Response as the system will automatically lock responses upon the bid deadline. A virtual public bid opening will be held on the date and time indicated below. Details on how to access the virtual bid opening will be located on the City's website once available at https://www.ocoee.org/959/Public-Bid-Meetings.

C. Please submit all questions regarding this RFP within the Negometrix platform in the Question & Answer tab or through written inquiry directed to Shannon Hopper, Purchasing Technician, email shopper@ocoee.org. The deadline for receipt of

questions is **November 3, 2020 at 2:00 p.m., local time.** Any clarifications/changes will be only through written addenda issued by the Purchasing Technician and posted on Negometrix. Respondents should not contact City staff, with the exception of the Purchasing Technician, or other City consultants for information regarding this RFP before the proposal award date. Any contact with any other member of the City Staff, City Commission, or its agents during the solicitation, award, and protest period may be grounds for disqualification.

D. Respondents shall submit one (1) complete electronic copy, preferably in a single file, of their proposal package on the Negometrix platform. **Proposal packages must be received by Negometrix no later than 2:00 p.m. (local time) on November 10, 2020**. Any proposal package received after the above-noted time will not be accepted under any circumstances. Any uncertainty regarding the time a proposal package is received will be resolved against the Respondent. It shall be the sole responsibility of the Respondent to have the proposal package uploaded and submitted on the Negometrix e-procurement platform prior to the due date and time.

E. PRE-PROPOSAL CONFERENCE:

None is scheduled at this time.

F. Proposals will be reviewed by an evaluation committee appointed by the City Manager and will be ranked in accordance with the established evaluation criteria. Date, time, and location of any scheduled evaluation committee meeting(s) for this RFP will be noticed publicly and on Negometrix. The evaluation committee shall supply a ranked list of the proposing firms and a recommendation regarding which firm should be awarded the term contract by the City Commission. The City Commission's decision to endorse or modify the ranking by staff shall be final. Please be aware that all City Commission meetings are duly noticed public meetings and that all documents submitted to the City as a part of a proposal constitute public records under Florida law.

G. All Respondents shall thoroughly examine and become familiar with this RFP package and carefully note the items specifically required for submission of a complete proposal.

H. **Submission of a proposal shall constitute an acknowledgment that the Respondent has complied with the instructions of this RFP.** The failure or neglect of a Respondent to receive or examine a document shall in no way relieve it from any obligations under its proposal or the contract. No claim for additional compensation will be allowed based upon a lack of knowledge or understanding of any of the contract documents or the scope of services. Proposals shall be in compliance with the contract documents and scope of services. **All costs to prepare and submit proposals shall be the responsibility of the Respondent and the City shall make no reimbursement of any kind.**

I. Any response by the City to a request for information or correction will be made in the Negometrix bid file or in the form of a written addendum, which will be distributed via Negometrix. It shall be the responsibility of each Proposer to obtain a copy of all

issued Addenda. The City reserves the right to issue Addenda concerning the date and time when proposal acceptance shall close at any time up to the date and time set for proposal closing. **In case any Proposer fails to acknowledge receipt of any such Addendum, its proposal will nevertheless be construed as though the Addendum had been received and acknowledged. Submission of a proposal will constitute acknowledgment of the receipt of the RFP Documents and all Addenda.** Only interpretations or corrections provided by written Addenda shall be binding on the City. Respondents are cautioned that any other source by which a Respondent receives information concerning, explaining, or interpreting the RFP Documents shall not bind the City.

J. Any of the following causes may be considered sufficient for the disqualification and rejection of a proposal:

a) Submission of more than one (1) proposal for the same work by an individual, firm, partnership, or corporation under the same or different name. For purposes of this subparagraph, firms, partnerships, or corporations under common control may be considered to be the same entity;
b) Evidence of collusion between or among the Respondents;
c) Being in arrears on any existing contracts with the City or in litigation with the City, or having defaulted on a previous contract with the City;
d) Poor, defective, or otherwise unsatisfactory performance of work for the City or any other party on prior projects that, in the City's judgment and sole discretion, raises doubts as to the Respondent's ability to properly perform the services; or
e) Any other cause that, in the City's judgment and sole discretion, is sufficient to justify disqualification of Respondent or the rejection of its proposal.

K. **CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME):**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on an award to provide any goods or services to a public entity, may not submit a proposal on an award with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under an award with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See Florida Statute 287.133 (2) (a).]

L. **FLORIDA PUBLIC RECORDS LAW:**

In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Respondents should be aware that the proposal and the responses thereto are in the public domain and are available for public inspection. Respondents are requested, however, to identify specifically any information contained in their proposal that they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received in response to this request for proposals become the property of

the City of Ocoee and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.

M. **PUBLIC RECORDS COMPLIANCE:**

The City of Ocoee (the "City") is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from the 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 City.

4. Upon completion of the contract, Contractor agrees to transfer at no cost to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public record to the City 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 City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

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 407-905-3100, EXTENSION 1022, CCDL@ci.ocoee.fl.us, WITH AN OFFICE LOCATED AT 150 NORTH LAKESHORE DRIVE, OCOEE, FLORIDA 34761.

N. **ACCEPTANCE AND AWARD:**

The City reserves the right to accept or reject any or all proposals, to waive formalities, technicalities or irregularities, to request clarification of information submitted in any proposal, or to re-advertise for new proposals. The City may accept any item or group of items of any proposal, unless the Proposer qualifies its proposal

by specific limitations. The City may accept one or more proposals if, in the City's discretion, the City determines that it is in the City's best interest to do so.

The City reserves the right to award the contract to the Respondent(s) which, in the City's sole discretion, is (are) the most responsive and responsible. The City reserves the right, as an aid in determining which proposals are responsible, to require a Respondent to submit such additional evidence of Respondent's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Respondent, including past performance (experience) with the City and others. The City Commission shall be the final authority in the selection of any and all proposals for acceptance and award.

End of Section

(Remainder of page intentionally left blank)

RFP #21-002 GENERAL TERMS & CONDITIONS:

1. **BID SECURITY:**

a) **In lieu of providing a bid security, the Respondent may provide documentation that their business has been active with the Secretary of the State of Florida for a minimum of three (3) years. Respondent warrants by virtue of bidding the prices in his bid response will be good for an evaluation period of ninety (90) days from the date of bid opening, or:**

b) Each proposal must be accompanied by Bid Security in the form a Cashier's/Certified Check or company check upon an incorporated bank or trust company **or** a Bid Bond in an amount equal to ONE THOUSAND DOLLARS ($1,000.00). A combination of any of the former is not acceptable. Cash or company check will not be accepted as Bid Security. The cashier's check or Bid Bond is submitted as a guarantee that the Respondent, if awarded the Contract, will, after written notice of such award, enter into a written Contract with the City and as a guarantee that the Respondent will not withdraw its proposal for a period of ninety (90) days after the scheduled closing time for the receipt of proposals, in accordance with the accepted proposal and RFP documents.

c) A copy of the bid security is to be included with the proposal submitted electronically on Negometrix. The original bid security is to be mailed within five (5) business days after the bid opening to: City of Ocoee, Finance Department/Purchasing, Attention: Shannon Hopper, Purchasing Technician, 150 North Lakeshore Drive, Ocoee, FL 34761. Failure to provide the original may cause your bid to be deemed non-responsive.

d) In the event of withdrawal of said proposal within ninety (90) days following the opening of proposals, or Respondent's failure to enter into said contract with the City or failure to provide the City with other requirements of the contract documents or the RFP after issuance of Notice of Intent to Award by the City, then such Respondent shall be liable to the City in the full amount of the check or Bid Bond and the City shall be entitled to retain the full amount of the check or to demand from the Surety the penal sum of the Bid Bond as liquidated damages and not a penalty.

e) Surety companies executing bonds shall be duly insured by an insurer or corporate surety and signed by a licensed agent who holds a current Power of Attorney from the surety company issuing the bond.

f) The cost of the required Bid Bond and required insurance coverage is to be included in the Respondent's overhead and is not eligible for reimbursement as a separate cost by the City. The checks of the three (3) most favorable Respondents will be returned within three (3) days after the City and the successful Respondent have executed the contract for work or until the 91st day after proposal opening, whichever is earlier. The remaining checks will be returned within thirty (30) days after the opening of proposals. Bid Bonds will be returned upon request following the same criteria as a check

2. **PERFORMANCE BOND:**

Performance and Payment Bonds are not required.

3. **PATENT INDEMNITY:**

Except as otherwise provided, the successful Respondent agrees to indemnify the City and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any letters patent of the United States arising out of the performance of this contract.

Further, the Respondent shall fully indemnify, defend, and hold harmless the City and its officers, agents, and employees from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, unpatented invention, or intellectual property right. If the Respondent uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the proposal price shall include all royalties or cost arising from the use of such design, device, or materials.

4. **DEFAULT:**

As a result of proposals received under this RFP, the award of the contract may be based, in whole or in part, on delivery and specification factors. Accordingly, should the Contractor not meet the delivery deadline(s) set forth in the specifications or should the Contractor fail to perform any of the other provisions of the specifications and/or other contract documents, the City may declare the Contractor in default and terminate the whole or any part of the contract. Upon declaring the Contractor in default and the contract in whole or in part, the City may procure and/or cause to be delivered the equipment, supplies, or materials specified, or any substitutions thereof and the Contractor shall be liable to the City for any excess costs resulting therefrom. In the event the Contractor has been declared in default of a portion of the contract, the Contractor shall continue the performance of the contract to the extent not terminated under the provisions of this paragraph. Where the Contractor fails to comply with any of the specifications, except for delivery deadline(s), the City may, in its discretion, provide the Contractor with written notification of its intention to terminate for default unless prescribed deficiencies are corrected within a specified period of time. Such notification shall not constitute a waiver of any of the City's rights and remedies hereunder.

5. **PRICING:**

Pricing should be provided as indicated on the Proposal Form attached as Exhibit B. Please note that alternate price proposals will not be accepted unless specifically called for on the Scope of Work and/or Proposal Form. Cost of preparation of a response to this RFP is solely that of the Respondent and the City assumes no responsibility for such costs incurred by the Respondent.

The Proposal Form may not be completed in pencil. All entries on the Proposal Form shall be legible. The City reserves the right, but does not assume the obligation, to ask a Respondent to clarify an illegible entry on the Proposal Form. If the Proposal Form requires that the proposed price, or constituent portions of the proposed price,

be stated in unit prices and total price; the unit prices and the total price for the stated number of units identified on the Proposal Form should be provided by the Respondent and be correctly computed. If there is an arithmetical conflict between the unit price stated by the Respondent on the Proposal Form and the total price stated by the Respondent on the Proposal Form, the unit price stated by the Respondent on the Proposal Form shall take precedence. The City may unilaterally correct such arithmetical conflict on the Proposal Form to calculate the total price, utilizing the unit prices that have been identified by the Respondent. The taking of such action by the City shall not constitute grounds for the Respondent to withdraw its proposal nor shall it provide a defense constituting discharge of the proposal bond. The City reserves the right, but does not assume the obligation, to waive any mistake, omission, error, or other irregularity that may appear on the Proposal Form. However, the City reserves the right to reject Proposal Forms that are incomplete or contain information that is not required as being non-responsive.

a) The prices have been arrived at independently, without consultation, communication, or agreement for the purpose of restriction competition, as to any matter relating to such prices with any other Respondent or with any competitor;
b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to opening, directly or indirectly to any other Respondent or to any competitor;
c) No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition. Every contract, combination or conspiracy in restraint of trade or commerce in this State is unlawful (s. 542.18, Florida Statutes, and all applicable federal regulations);
d) Respondent warrants the prices set forth herein do not exceed the prices charged by the Respondent under a contract with the State of Florida Purchasing Division; and
e) Respondent agrees that supplies/services furnished under this proposal, if awarded, shall be covered by the most favorable commercial warranties the Respondent gives to any customer for such supplies/services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the proposal award.
f) Respondent represents that the article(s) to be furnished under this RFP is (are) new and unused (unless specifically so stated) and that the quality has not deteriorated so as to impair its usefulness.

6. **DISCOUNTS**:

a) Trade and time payment discounts will be considered in arriving at new prices and in making awards, except that discounts for payments within less than 30 days will not be considered in evaluation of proposals. However, offered discounts will be taken for less than 30 days if payment is made within discount period.
b) In connections with any discount offered, time will be computed from date of delivery and acceptance at destination, or from the date correct invoice is received in the office of Finance, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, on the date of City Check.

7. **SAMPLES**:

Samples of items, when required, must be furnished free of expense to the City and, if not called for within fifteen days from date of proposal opening, same will be disposed of in the best interest of the City.

8. **AWARD CRITERIA**:

The contract will be recommended to be awarded in accordance to the Evaluation Criteria contained in this RFP.

9. **LITERATURE:**

If required by the scope of work or the specifications, descriptive literature/brochures shall be included with this proposal in order to properly evaluate make/model offered. Proposals submitted without same may be considered non-responsive and disqualified.

10. **BID PROTESTS:**

All Bid Protests shall be submitted in the following manner to the Purchasing Technician at shopper@ocoee.org with a copy to the Procurement Manager at jtolbert@ocoee.org:

a) A Respondent **shall** file a written bid protest under this Article or be barred any relief; oral protests shall not be acknowledged.
b) A bid protest **shall** be limited to the following grounds: (a) issues arising from the procurement provisions of the RFP, its addenda, and other proposal documents; and/or (b) applicable federal, state, or local law. No bid protest may be based upon questions concerning the design documents (drawings and specifications), if any. The Respondent shall clarify all questions concerning the design documents of the project prior to submitting its proposal.
c) The content of the bid protest **shall** fully state the factual and legal grounds for the protest and the legal basis for the relief requested.
d) The bid protest **shall** be filed with the Purchasing Technician and Procurement Manager not later than five (5) calendar days after the posting of the notice of intent to award or recommendation of award by staff, whichever is earlier.
e) The Procurement Manager, on behalf of the City, shall make a determination of the merits of the protest not later than five (5) business days after receipt of the protest. If Owner denies the protest, Owner may proceed with award of the contract unless enjoined by order of a court of competent jurisdiction.

11. **PAYMENT TERMS:**

a) No payment will be made for materials ordered without proper purchase order authorization or City of Ocoee Visa Purchasing Card. Payment cannot be made until materials, goods, or services have been received and accepted by the City in the quality and quantity ordered. Purchase Order terms are Net 30 days after receipt of approved invoice.
b) Any contract resulting from this solicitation is deemed effective only to the extent of appropriations available for the work.

c) The City of Ocoee, Florida has Florida Sales & Use Tax Exemption Certificate No. 85-8013779974C-0; and, pursuant to Chapter 212, Florida Statutes, is exempt from federal excise, state, and local sales taxes.

12. **SAFETY REQUIREMENTS:**

The Respondent guarantees that the services to be performed and the goods to be provided herein shall comply with all applicable federal, state, and local laws, ordinances, regulations, orders, and decrees, including, without limitation, such of the following acts as may be applicable: Federal Consumer Product Safety Act, Federal Fair Labor Standards Act, Occupational Safety and Health Act, Federal Hazardous Substances Labeling Act, Federal Flammable Fabrics Act, and any applicable environmental regulations.

a) All contractors are required to comply with the Congressional Federal Register (CFR) of the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) Construction Industry, Part 1926, and CFR 1910-General Industry Standards that are applicable in construction work.
b) The prime contractor is not only responsible for the safety aspects of his operation and employees, **but** also that of all subcontractors on the job site.
c) The Contractor must assure that a certified first aid person is designated, phone numbers of physicians, hospital, and ambulance services are posted (copy to Personnel Director, City of Ocoee), and that a first aid kit is available.
d) All individuals are required to wear hard hats on all construction sites.
e) Provide personal protective equipment that may be required for jobs in progress (e.g.: hard hats, safety glasses, respirators, ear protection, long pants and shirts, etc.).
f) Observe the speed limit on City property.
g) Construction areas cleaned **daily**; excavations must be barricaded or flagged until backfilled. In some cases, bracing, shoring and sloping may be required.
h) Scaffolds shall have guard rails on all open sides and be secured to prevent displacement.
i) Welding and cutting - a fire watch and appropriate fire extinguisher shall be provided and combustible materials cleaned up.
j) All heavy equipment must have, where applicable: (a) back-up alarms, (b) boom angle indicator, (c) load chart, (d) reeving, (e) fire extinguisher, and (f) condition of hook and other items in accordance with OSHA 1926.550 and ANSI B30.5.
k) Personal fall protection must be provided at elevations exceeding ten (10) feet.

13. **DRUG-FREE WORKPLACE:**

Provide a statement concerning the Proposer's status as a Drug-Free Work Place or evidence of an implemented drug-free workplace program. **Include the attached form with your proposal.**

14. **CONTRACT:**

a) The successful Respondents, herein also referred to as Contractor, will be

required to enter into a contract with the City along the terms and conditions included in the proposed contract for the initial period of three (3) years, with two (2) automatic and one-year extensions and a one (1) year optional renewal at the City's discretion. The contract labor rates may be escalated up to 3% upon renewal of the contract each year. All other provisions of the contract shall remain constant for the life of the contract.

b) The City may, in its sole discretion, award any additional services, whether in the existing areas of the scope of work or in any area additional to those in the existing scope of work, to any third party or the City's own employees. Contractor will be expected to cooperate with any or all other contractors who may be performing services for the City.

15. **CERTIFICATION OF NON-SEGREGATED FACILITIES**

a) Respondent certifies that it does not and will not maintain or provide any segregated facilities for the Respondent's employees at any of the Respondent's establishments, and that Respondent does not permit Respondent's employees to perform their services at any location under the Respondent's control where segregated facilities are maintained. Respondent agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of its Proposal. As used in this certification, the term "segregated facilities" means any waiting room, work areas, time clocks, locker rooms, other storage and dressing areas, parking lots, or drinking facilities provided for employees that are segregated on the basis of race, color, religion, national origin, habit, local custom, or otherwise. Respondent agrees that (except where Respondent has obtained identical certification from proposed contractors for specific time periods) Respondent will obtain identical certifications from proposed subcontractors prior to the award of such contracts exceeding $10,000 that are not exempt from the provisions of the Equal Opportunity clause, and that Respondent will retain such certifications in Respondent's files.

b) The non-discriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the U.S. Secretary of labor, are incorporated herein.

16. **CONFLICT OF INTEREST/NON-COLLUSION CERTIFICATION:**

Proposer declares by submission of a qualification package that the only persons, or parties interested in their bid are those named herein, that this bid is, in all respects, fair and without fraud and that it is made without collusion with any other vendor or official of the City of Ocoee. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the contract for the described services.

Proposer certifies that no City Commissioner, other City Official or City employee

directly or indirectly owns assets or capital stock of the bidding entity, nor will directly or indirectly benefit by the profits or emoluments of this proposal. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.)

Proposer certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Proposer agrees to immediately notify the City in writing. **Proposer must submit the attached Conflict of Interest Disclosure Statement.**

The Proposer further declares that a careful examination of the scope of services, instructions, and terms and conditions of this RFP has occurred, and that the proposal is made according to the provisions of the RFP documents, and will meet or exceed the scope of services, requirements, and standards contained in the RFP documents.

Proposer agrees to abide by all conditions of the negotiation process. In conducting negotiations with the City, Proposer offers and agrees that if this negotiation is accepted, Proposer will convey, sell, assign, or transfer to the City all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer. The proposal constitutes a firm and binding offer by the Proposer to perform the services as stated.

17. **PUBLIC ENTITY CRIME STATEMENT:**

a) All invitations to bid, as defined by Section 287.012(16), Florida Statutes, requests for proposals, as defined by Section 287.012(23), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit bid, proposal, or reply on a contract with a public entity for the construction or repair of public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the

convicted vendor list."

b) All Respondents that submit a Bid or Proposal to the City of Ocoee are guaranteeing that they have read the previous statement and by signing the submitted documents are qualified to do so under Section 287.133, (2)(a), Florida Statutes.

18. **PERMITS/LICENSES/FEES:**

a) Any permits, licenses or fees required will be the responsibility of the Contractor; no separate payments will be made. Permit fees are waived for any City of Ocoee permits required.
b) The City requires a City of Ocoee contractor registration if permitting is required. Please contact the City's Building Department at (407)905-3100 extension 1000, directly for information concerning this requirement.
c) Adherence to all applicable code regulations (Federal, State, County, and City) is the responsibility of the Contractor.

19. **STANDARD INSURANCE REQUIREMENTS:**

The Contractor shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the Contractor allow any Subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

a) Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General Contractor and/or subcontractor providing such insurance.
b) Workers' Compensation Insurance: The Contractor shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of $500,000/$500,000/$500,000 for all the Contractor's employees connected with the work of this project and, in the event any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the City, for the protection of the Contractor's employees not otherwise protected.
   - Include Waiver of Subrogation in favor of the City of Ocoee
c) Contractor's Public Liability and Property Damage Insurance: The Contractor shall obtain during the life of this Agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Ocoee as an additional insured, and shall protect the Contractor and the City from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the Contractor or by anyone directly or

indirectly employed by the Contractor, and the amounts of such insurance shall be the minimum limits as follows:

1) Automobile Bodily Injury Liability & Property Damage Liability
   - $1,000,000 Combined single limit per occurrence (each person, each accident)
   - All covered automobile will be covered via symbol 1
   - Liability coverage will include hired & non-owned automobile liability
   - Include Waiver of Subrogation in favor of The City of Ocoee
2) Comprehensive General Liability (Occurrence Form) - this policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the Contractor is primary and non-contributory.
   - $2,000,000 GENERAL AGGREGATE
   - $2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
   - $1,000,000 PER OCCURRENCE
   - $1,000,000 PERSONAL & ADVERTISING INJURY
   - Include Waiver of Subrogation in favor of the City of Ocoee
3) Subcontractor's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The Contractor shall require each subcontractor to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subcontractors in the Contractor's policy, as specified above.
4) Owner's Protective Liability Insurance: As applicable for construction projects, providing coverage for the named insured's liability that arises out of operations performed for the named insured by independent contractors and are directly imposed because of the named insured's general supervision of the independent contractor. The Contractor shall procure and furnish an Owner's Protective Liability Insurance Policy with the following limits: $1,000,000, and per occurrence, $2,000,000. Aggregate and naming the City of Ocoee as the Named Insured.
5) Contractual Liability: If the project is not bonded, the Contractor's insurance shall also include contractual liability coverage to insure the fulfillment of the contract. **NOTE: FOR PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.**
   - $1,000,000 PER OCCURRENCE
   - $2,000,000 AGGREGATE
6) Commercial Umbrella:
   - $1,000,000 PER OCCURRENCE
   - $2,000,000 Aggregate
   - Including Employer's Liability and Contractual Liability
7) Builders Risk: (as applicable for construction projects)
   - $100,000 Any (1) Location
   - $1,000,000 Any (1) Occurrence
8) Certificates of Insurance: Certificate of Insurance Form (see sample below), naming the City of Ocoee as an additional insured will be furnished by the Contractor upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Agent. This certificate shall be dated and show:
   i) The name of the Insured contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, its termination date.
   ii) Statement that the Insurer shall mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy, except ten (10) days written notice of cancellation for non-payment of premium.

ACORD. CERTIFICATE OF LIABILITY INSURANCE

OP ID JC
FRAZE-1

DATE (MM/DD/YYYY)
11/04/04

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Contractor's Name
Address

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: All Best Rating A- or Better	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY					
X	X COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$ 1,000,000
	CLAIMS MADE X OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
					MED EXP (Any one person)	$ 5,000
					PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$ 2,000,000
	AUTOMOBILE LIABILITY					
	X ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
	X HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
	X NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$ 1,000,000
X	X OCCUR CLAIMS MADE				AGGREGATE	$ 2,000,000
						$
	DEDUCTIBLE					$
	RETENTION $					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 500,000
					E.L. DISEASE - POLICY LIMIT	$ 500,000
	OTHER					
	Builders Risk				Any 1 Loc	100,000
					Any 1 Occ	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The insurance evidenced by this certificate shall name the certificate holders as an additional insured on the General Liability & Umbrella Liability. Workers' Compensation, Employers' Liability & General Liability shall contain a Waiver of Subrogation in favor of the certificate holder. The certificate holder is added as a named insured for Builders Risk.

CERTIFICATE HOLDER

OCOEE01

City of Ocoee
150 N. Lakeshore Drive
Ocoee FL 34761-2258

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

SAMPLE

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20. **SUMMARY OF LITIGATION:**

Provide a summary of any litigation, claim(s), proposal disputes, or contract dispute(s) filed by or against the Respondent in the past five (5) years that is related to the services that the Respondent provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contact dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, please so state. (Attach additional sheets, if necessary)

NONE

21. **ACKNOWLEDGMENT OF ADDENDA:**

Respondent acknowledges receipt of the following addenda:

No._____ Dated _____
No._____ Dated _____
No._____ Dated _____

22. **LIST OF SUBCONTRACTORS:**

SUBCONTRACTOR and/or TEMPORARY WORKER AGENCY NAME/ADDRESS/FEDERAL I.D. NO./CONTACT PERSON/PHONE #:

N/A

(Attach additional sheets if necessary)

By submitting a proposal, the Respondent certifies that it has investigated any subcontractor/temporary worker agency listed and has received and has in the Respondent's files evidence that each subcontractor/temporary worker agency maintains a fully-equipped organization capable, technically and financially, of performing the pertinent work and that the subcontractor/temporary agency has done similar work in a satisfactory manner. **It is further acknowledged by the contractor that any CHANGE or OMISSIONS in the subcontractors listed above shall require the City of Ocoee's approval before any work shall commence by the additional subcontractor on this project.**

23. **EQUIPMENT LISTING:**

Please list year, make & model of all equipment that will be used on City of Ocoee properties, including whether owned or leased. If leased please provide name of lessor.

See Attached list

24. **REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR CONTRACTS:**

The Respondent shall provide at least three (3) separate references of previous contracts with similar scope of work within the past five (5) years, preferably with a governmental agency. Respondent must demonstrate ability to perform services of similar complexity, nature, and size. For each previous contract, the Respondent must provide a description of the scope, its location, and a contact person willing and able to discuss the Respondent's performance for that contract. Letters of References may also be provided. Only contracts for which the Respondent was the prime contractor will be considered to be relevant.

DATE OF CONTRACT/AMOUNT OF PROJECT/CLIENT'S NAME AND ADDRESS/ TELEPHONE NUMBER/EMAIL ADDRESS/NAME OF CONTACT, ETC (attach additional sheets if necessary).

Florida Power and Light 149 Barwick Road Debary, FL QTRLY MTC. $6,356.00
Contact John Leggett 386-575-5269

Florida Power and Light 6000 North US1 Cape Canaveral, FL QTRLY MTC. $3,700.00

Nextera Energy 5150 Alafaya Trail Orlando, FL QTR MTC. $2,300.00
Contact Jeff Depula 321-235-2523

Elizabeth Morse Genius 329 Park Ave Winter Park, FL
Contact Bob Jones 407-948-8860

Have you any similar work in progress at this time? Yes ✓ No ___.
Length of time in business 23 years _____ months.

Bank or other financial references:

SeaCoast National 1000 E Hwy 50 Clermont, FL 34711 Contact: Rob Berens
Telephone: 352-408-2209

25. **SUBMITTALS:**

The City of Ocoee requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, Respondents should follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Respondents with regard to content, rather to ensure the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation; any missing information will be evaluated accordingly.

Submissions shall be limited to a total of **forty (40) 8.5"x 11" pages** (excluding forms included in this RFP), single-sided, portrait orientation, 12-point font, and contained in a three-ring binder or other format amenable to easy photocopying. The page limit applies to the material contained in sections 1 and 2 of the proposal, as described below. The person signing the proposal on behalf of the Respondent shall have the legal authority to bind the Respondent to the submitted proposal. **Failure to adhere to the stated page limit or provide the required content may subject your proposal to disqualification.**

In order to simplify the review process and obtain the maximum degree of comparison, the Respondent should provide the following content when responding to the RFP:

Section 1 - Company Information

- Provide name, address, contact (office and emergency contact) information for the prime, and all sub-contractors, see also Section 22.
- If more than one (1) office, state the location of the headquarters and the office responsible for this contract and the distance in nearest one-way miles from the responsible office to Ocoee City Hall.
- Provide copies of the appropriate State mechanical, electrical, heating & cooling licenses for the prime and sub-contractors (if applicable).
- Provide the number and the names of certified technicians, the office where they are located, and the area of expertise and certification.

Section 2 – Company Experience

- Provide company history, number of years in business, the main focus of the company, etc.
- Provide at least three (3) recent projects completed within the past five (5) years in Florida. For each project, provide client name, client contact information, description of service, project budget, and date completed, see Section 24.
- Describe the type and quantity of service vehicles, specialized tools, etc. as relevant to this contract, see Section 23.
- State and describe any litigation to which the Contractor was a party to and the outcome for the past five (5) years, see Section 20.

Section 3 – Service Rates

- Provide a lump sum amount for the annual scheduled maintenance for all units listed on "Exhibit C – List of AC & Heating Units, Ice Machines, and Water Coolers; on "Price Proposal Form – Exhibit B" provided.
- Provide loaded service rates, dollars per hour for regular (non-emergency) call outs and emergency call outs as described under "Scope of Services."
- Provide percentage mark-up for parts.
- Describe and provide amount for any other fees, travel expenses (if any), delivery charge, surcharges, disposal fees, etc. that may appear on company invoice.

Section 4 – Other Required Content

- Forms listed on Table of Contents as to be submitted with your proposal.
- Bid Security, see Section 1.
- Acknowledgement of any Addenda issued, see Section 21.
- Company Information/Signature Sheet
- Conflict of Interest Disclosure Form
- Drug Free Workplace Form
- M/WBE Certification, if applicable, for the responding firm only. Points will not be awarded for subcontractors. Attach copy of State of Florida Office of Supplier Diversity or County Certificate.
- Office Location of the office that will be servicing this contract.

26. **EVALUATION CRITERIA:**

The criteria for making an award recommendation are:

a) Location of service office (0 – 30 points)
1) Distance (one-way miles) from contractor's office responsible for providing service to the City Hall.
2) Response time to City's requests for routine and emergency calls.

b) Contractor's resources (0 – 20 points)
1) Active State licenses in specialty areas (AC & Heating, mechanical, electrical, etc.)
2) Number of certified technicians and area of certification.
3) Number of service vehicles, spare vehicles, specialized equipment, etc.
4) Brand of AC & Heating equipment supported, manufacturer certification (if applicable).

c) Price proposal (0 – 25 points)
1) Lump sum price proposal for scheduled maintenance.
2) Service call rate for emergency service.
3) Contractor mark-up on parts.

d) Contractors experience (0 – 20 points)
1) Experience with similar service contracts.
2) Overall experience of Contractor in AC & Heating maintenance and installation.
3) Contractor's references.

e) Certified Minority, Women Owned Business Enterprise (0 – 5 points)

27. **SELECTION PROCESS:**

A City evaluation committee will review and evaluate each Respondent's submittal and will short-list and recommend to the City Commission one (1) firm to perform the required services.

The City reserves the right, before awarding the contract, to require a Respondent to submit such evidence of its qualifications, as the City may deem necessary and/or may require oral presentations or interviews of firms. The City Commission shall be the sole judge of the competency of Respondents.

All Respondents shall be notified via Negometrix or other means of staff's recommended ranking of firms to the City Commission. The City Commission's decision to endorse or modify the ranking by staff shall be final. The successful Respondent shall be required to execute an agreement which provides, among other things, that any plans, drawings, reports, and specifications that result from Respondent's services shall become the property of the City. Upon the successful negotiation of an agreement, a formal contract will be prepared and subsequent executed by both parties.

28. **TIME SCHEDULE**

The anticipated schedule of events related to this solicitation is:

October 18, 2020	Request for Proposals advertised
November 3, 2020	Last day for questions
November 10, 2020	Proposal submission deadline
2 days later	Proposals distributed to Evaluation Committee
1-3 weeks later	Evaluation committee meeting held
Next meeting	Top-ranked firm recommended to City Commission

This schedule is subject to change at the discretion of the City.

End of Section

Remainder of page intentionally left blank.

EXHIBIT "A"

SCOPE OF WORK
RFP #21-002 CITY-WIDE AIR CONDITIONING & HEATING MAINTENANCE TERM CONTRACT

SCOPE OF SERVICES

The City of Ocoee, Florida, in conformance with the policies and procedures of the City of Ocoee (City) is soliciting proposals from qualified and licensed contractors (Contractor) that have experience in providing the necessary services for scheduled and emergency repair, and installation of air conditioning and heating systems throughout the City. The term contract will be for three (3) years with two (2) one (1) year automatic renewal options.

The City intends to award a contract to a single qualified and licensed contractor based on factors included in the evaluation criteria, including but not limited to (1) response time to routine and emergency calls, (2) number of certified AC & Heating Technicians, (3) distance from Contractor's office to City Hall, (4) similar experience maintenance/repair term contracts, (5) lump sum amount for scheduled maintenance & service rate for emergency repairs, (6) Contractor's mark-up on parts, and (7) satisfactory reference check.

The Contract requires the Contractor to provide various scheduled maintenance services and emergency repairs for all AC & Heating units, Ice Machines, and Water Coolers City-wide.

1. Scheduled Quarterly Maintenance

Contractor shall visit each unit listed on Exhibit C (list of city-wide AC & Heating, Ice-Machines, and Water Coolers), every 3-months and perform the following minimum tasks:

a) Clean all refrigerant coils as necessary
b) Clean blower wheels and fan blades as necessary
c) Clean pan and condensation drains.
d) Check refrigerant level and add refrigerant to AC & Heating units as necessary. The refrigerant level does not need to be checked on ice machines and water coolers.
e) Check and adjust belts
f) Check current amperage draw for all motors
g) Check bearings in motors for wear
h) Clean or replace filters as necessary
i) Electrically check compressor motor windings for breakdown
j) Visually inspect electrical parts and connections
k) Exercise machinery for all possible functions to insure proper function
l) Visibly inspect ducts and pipes for damage and contaminants

Upon completion of the scheduled maintenance, Contractor shall submit a report indicating the condition of all units inspected and providing a list of items in need of repair and cost of repair in accordance with the terms of the Contract. Upon authorization to proceed, Contractor shall make the necessary repairs within 5 working days of the authorization.

Contractor shall make every attempt to schedule maintenance activities to avoid or minimize interference with City operations and minimize discomfort to the City employees. Activities for major AC & Heating Units for City Hall, Police Department, Community and Recreation Centers shall be scheduled for non-business hours if the maintenance requires shut down of the system.

City may add additional units to the list provided on Exhibit C at a negotiated charge to satisfaction of both parties. Revisions to the list shall require approval by the Public Works Director and the City Manager on behalf of the City and authorized representative on behalf of the Contractor.

2. Emergency Response

Contractor is required to respond to request for service under emergency conditions within 2 hours of the request. Contractor shall provide 24-hours live dispatch service or a 24-hour cellular number for a licensed and qualified "on-duty" technician for contact by City staff.

If calls for service are answered by voicemail, the maximum wait time for a call back to a recorded voicemail shall be 15 minutes which shall be included in the 2-hour response time. Failure to respond in specified time period to a request for service shall constitute violation of the contract subject to the following penalties:

Tardiness	Penalty
15 to 60 minutes	½ of Service call Rate
60 to 120 minutes	¾ of service call rate
More than 120 minutes	No charge for service call

Three (3) or more violations in a 12-month period may result in termination of the contract at the discretion of the City.

The "on-duty" technician shall have the means to diagnose the trouble and make temporary repairs as needed to make the system operational. Major repairs and part replacement shall begin no later than the next business day or as soon as the part is available. Contractor shall maintain adequate diagnostic equipment and an inventory of common parts for immediate repairs at all times.

For repairs or replacement exceeding $4,999.99, Contractor shall submit a written proposal to the Public Works Director for review and authorization no later than the next business day and prior to commencement of work.

Contractor shall submit an invoice after the completion of the work, which shall describe the work performed, time called, time, arrived, time work complete, labor, and parts.

PERMITS & INSPECTIONS

Scheduled maintenance activities and minor repairs will not require a permit. The Contractor shall be responsible for filing the necessary permit application for non-

emergency major component replacement with the City's Building Department. Under emergency conditions, the permit may be filed within 48-hours of the service call. The City permit fees are waived.

The Contractor shall be responsible for scheduling, attending, and complete all necessary inspections to satisfy the permit requirements.

LICENSES

All contractors and sub-contractors proposed for this project shall be fully licensed in their discipline in the State of Florida as required by Florida law. A copy of the license for the prime and all sub-contractors shall accompany the bid. Failure of the firm to follow the guidelines specified above may result in disqualification from the selection process.

AIR CONDITIONING FILTERS

The filters are provided by the Contractor. There is no list of current sizes or quantities. Most of the filters are located in the air handling units. Some locations have filters in the ceiling instead of AH unit. The filter media is 1" or 2", as required, polyester (white/blue) that is cut to size from a large roll or precut pads and placed into a pad holding frame. The exception to that would be ice machines, water coolers or mini splits that usually have cleanable filters.

End of Scope

EXHIBIT "B"
PRICE PROPOSAL FORM
RFP 21-002 CITY-WIDE AC & HEATING MAINTENANCE TERM CONTRACT

1. **Lump sum amount for quarterly maintenance for all items listed on EXHIBIT C:**

   $ 2,250.00

   Two Thousand Two Hundred Fifty **dollars and** Zero **cents**

2. **Lump sum amount for annual maintenance for all items listed on EXHIBIT C: (Bid Item number 1 amount multiplied by (4) quarters).**

   $ 9000.00

   Nine Thousand **dollars and** Zero **cents**

3. **Rate to be charged for service during business hours (Monday-Friday, 7:30 AM to 5:30 PM):**

   $ 85.00

   Eighty Five **dollars and** Zero **cents**

4. **Rate to be charged for service during non-business hours & holidays:**

   $ 127.50

   One Hundred Twenty Seven **dollars and** Zero **cents**

5. **Mark-up or discount offered for parts:** 17 **% Mark-up** 10 **% Discount**

6. **Distance in one-way miles from Contractor's Service office to City Hall:** 14.8 **Miles**

7. **Contractor offers 24-hour live dispatch:** ✓ **Yes** _____ **No**

The City reserves the right to delete any portion of the bid items above in order to meet budget constraints.

Apple Air Conditioning & Heating, Inc
Company Name

CMC 056836
Contractor's License Number

Kelly Legros
Authorized Officer (print)

Authorized Signature

11/9/2020
Date

EXHIBIT "C"
LIST OF EQUIPMENT - AC & HEATING UNITS
RFP #21-002 CITY-WIDE AIR CONDITIONING & HEATING MAINTENANCE TERM CONTRACT

MAKE	MODEL	SERIAL #	UNIT LOCATION/AREA/TYPE
CITY HALL			
TRANE	TTA180B300FA	325326RAD	small Southside unit-Comm.Cham-outside CDU
TRANE	MCCBO12UAOAOUA	K 03F87307	small Southside unit-Comm.Cham-inside 2nd FL AHU
TRANE	RAUCC20FBX0300	CO3F05459	large Southside unit-2nd FL-outside CDU
TRANE	MCCB017UA0A0UA	K 03F87302	large Southside unit-2nd FL-inside AHU
TRANE	TCH210C300DA	207100281D	Northside unit-1st FL AH/CDU
FUJITSU	AOU12C1	E009085	Southwest unit-1st FL TV-media room- mini split
GOODMAN	GSX130481BB	1209639785	Northside unit-2nd FL computer room CDU
GOODMAN	ARUF486016CA	1104042970	Northside unit-2nd FL computer room AHU
HR/P&R			
TRANE	TTA150B300EA	4063KCAADunit1	Northwest corner unit -whole bldg. outside CDU
TRANE	TTA150B300EA	4071YEKADunit2	Northwest corner unit -whole bldg. outside CDU
MAGUIRE HOUSE			
CARRIER	38ARQ008...501	4209G0075	Northside Lg. outside CDU
CARRIER	40RMQ008...B611HC	3909U20907	Northside 2nd FL-attic AHU
CARRIER	25HCB336A300	2809E20943	Northside Sm. outside CDU
CARRIER	FY4ANF036	4109A69656	Northside 2nd FL AHU
CARRIER	50HJQ006...521	4009G30350	Northside Package Unit
VIGNITY RECREATION CENTER			
TRANE	TWE120B100EL	6512RJBD	AHU
TRANE	2TTB3060A1000AA	71737EX2F	CDU
TRANE	2TTB3060A1000AA	6431KP21F	CDU

LAKESHORE CENTER (NEW)

- York AquaSnap high-efficiency air-cooled rotary scroll chiller, Model No. YLAA0058HE17 Serial #11551L85739245, rated at 39 tons with dual 3 HP pumps and 241-gallon chilled water storage tank (chiller is mounted on top of tank in exterior enclosure). Warranty for first year covers parts, labor, and refrigerant on everything; compressor-only warranty for years 2-5.
- Carrier Aero indoor air handler unit, Model No. 39MN, using 12 16"x25" filters, 10 HP motor, and ABB Model No. ACH550 pulse-width modulator adjustable speed AC drive controller. Warranty covers parts and labor for 24 months after start-up.
- Six Carrier variable air volume terminal boxes with electric heat, Model No. 35E; four different sized units are installed: 2 @ Size 12 and one each of sizes 10, 14, and 16. One-year parts warranty.
- Kitchen exhaust fan, Greenheck Model No. SQ-100-A, with Greenheck Model No. CUBE-161HP-4 through-the-roof exhaust fan.

BEECH CENTER			
TRANE	TWE042C14FCO	P216LC1V	Northwest unit inside-offices-AHU3
TRANE	TWEO6OP13FBO	P1332GO1V	Northwest unit inside-offices-AHU4
TRANE	WBHA24J11NFBA1	TMO7OOO528O	Northside unit ceiling- studio inside AHU
TRANE	WBHA24J11NFBA1	TMO7OOO5281	Northside unit ceiling-workout inside AHU
TRANE	TWE120A300CA	P1435RC5H	Southside unit ceiling-storage inside-AHU
TRANE	TTAO42D3OOBO	P163K8DFF	Northwest outside unit Offices CU3
TRANE	TTAO42D3OOAO	P1O5T8C2F	Northwest outside unit Lobby CU4
GOODMAN	GSC130601DB	1306006547	Northwest outside unit Work out CU1
GOODMAN	GSC130601CB	1105656342	Northwest outside unit Dance rm. CU2
CARRIER	38ARD012...501	4609G4011B	Southeast outside unit Storage CU
CARRIER	50A4BO4OBRG611EE	0612U05015	Southeast-Gym package unit
FIRE STATION #25 (BLUFORD AVE)			
	Support Chief	HIRA048525Aunit1	outside CDU -inside AHU
	Lobby	HIRA042525Aunit2	
	Offices/Lib/Meeting	HIRA060525Aunit3	outside CDU -inside AHU: F2P060N06B
	Training	HIRA024506Dunit4	outside CDU -inside AHU: F2RPO24N06B

	Corridor/Batt. Chief	HIRA076525Aunit5	outside CDU -inside AHUK4EU090A33A
		H2RCO18506Aunit6	outside CDU -inside AHU: F2RP018N06B
		H1RA048525Aunit7	outside CDU -inside AHU: F2FP048N06B
FIRE STATION #26 (CLARKE RD)			
GOODMAN	CKL24-1L	0504136674	
GOODMAN	ARUF024-00A-1A	506042781	Northwest unit inside bay storage- AHU
FIRE STATION #38			
GOODMAN	*GPC1460H4IEC*	*1909373789*	
FIRE STATION #39 (MAGUIRE RD)			
AMANA	ASX140241LA		CDU Bay
AMANA	ASPT29B1YAB		AHU Bay
CARRIER			7.5 TN Package unit Eastside
SOUTH WATER PLANT			
	2TWB00361000AB	5162UJM4F	North outside CDU- inside AHU
WASTEWATER PLANT			
TRANE	TWA120A300BA	H48198601	Westside outside Heat Pump/CDU
TRANE	TTB024C100A2	3131WDG5F	Westside outside CDU
TRANE	TWE120A300BA	H40170310	inside AHU
TRANE	TWE0124C14FBO	3126AX72V	in ceiling AHU
HACKNEY-PRAIRIE WATER PLANT			
FRIDRICH	WE12A33E-A	LBCR19003	Window Unit
WATER PLANT ADMINISTRATION			
TRANE	TWA120A300BA	H48198601	Westside outside heat pump/CDU
TRANE	TTB024C100A2	3131WDG5F	Westside outside CDU
TRANE	TWE120A300BA	H40170310	inside AHU
TRANE	TWE0124C14FBO	3126AX72V	in ceiling AHU
ISONS&V			
CARRIER	ASPT62D2AA		AHU1
CARRIER	FA4BNF036	4605A71908	AHU2
CARRIER	FA4BNF036	4605A71914	AHU3
CARRIER	ASPT61D14AC		AHU4
AMANA	ASX140601KB		CU1
GOODMAN	GS2140601KE		CU2
CARRIER	38CKC036350	4305E31083	CU3
CARRIER	38CKC036350	4305E31080	CU4
WW ADMIN			
TRANE	2TEC3F60B1000AA	8015SP2V	AHU1
TRANE	2TEC3F42C1000AA		AHU 2
TRANE	2TTB3060A1000AA	81518RY2F	CDU 1
TRANE	2TTB3042A1000AA	84057394F	CDU 2
JAMELA STORAGE			
GOODMAN	GSX13421BC		AH west
GOODMAN	ARUF42C14AD		CU east
PUBLIC WORKS			
CARRIER	40RN-012-B611HC	2706U15111	AH 1 ADMIN
CARRIER	38ARD012-501	2206G40165	CU 1 ADMIN
CARRIER	FA4CNF024	2806A76549	AH 2 sign shop
CARRIER	24ABR324A310	0706E10895	CU 2 sign shop
CARRIER	FA4CNB060	2006A85646	AH 3 fleet
GOODMAN	GSC130601CB	1205030566	CU 3 fleet

POLICE DEPARTMENT

	PA13NR036-H	3708X72925	CUIA Computer Room
CARRIER	FB4CNF060	4211AB4079	AHU 1
CARRIER	FB4CNF060	0312A85547	AHU 2
CARRIER	FY4AN84735	0510A84735	AHU 3
AMANA	ASX140481KC		AHU 4
CARRIER	FB4CNF060	2311A85230	AHU 5
LENNOX	CB21V-65-2P	5894F26080	AHU 6
LENNOX	CB21V-51-2P	5894H13567	AHU 7
CARRIER	24ABB360A520	4311E00703	CU 1
CARRIER	24ABB360A520	0512E01199	CU 2
CARRIER	25HBC360A500	1110E19072	CU 3
CARRIER	FB4CNFOGO		CU 4
CARRIER	24ABB360A520	2111E21170	CU 5
LENNOX	HP29-060-7Y	5807A09603	CU 6
LENNOX	HP29-048-7Y	5806K01145	CU 7
BARD	WH184-A04	257A092594802-02	Holding Area Package unit

ICE MAKERS

CH	ICE O MATIC	ICE U 150HA2	D438-00455-Z	2nd FL Break room
PW	ICE O MATIC	ICE0500HA5	13051280011387	Bay
FS 1	MANIT0WOC	S 400	O30320606	Garage Bay
FS 2	MANIT0WOC	S 400	O30320108	Garage Bay
FS 3	ICE O MATIC	KC400HAPB1	V71202983 Z	Garage Bay
WW	HOSHIZAKI	KM500MAH	M25674K	North side outside
BC	SCOTSMAN	CO522MA-11B	12081320016710	KITCHEN
IC	SCOTSMAN	CU1526SA-1A	13061320010307	KITCHEN

WATER COOLERS

CH	Halsey	2 units	74158365001	1st floor lobby & second floor hallway
FLT	OASIS	P8AM-D101	22351165	Service bay
FS 1	SUNROC	2 Units	Dual	Service bay & lobby
FS 2	ELKAY			Service bay
FS 3	ELKAY			Service bay
WW	ELKAY		Upright Unit	
PD	Halsey		79158365001	Hallway
PD	Halsey Taylor		Dual	Lobby
PD	Halsey Taylor	4421855001		Hall
PD	Halsey Taylor	HAC-8FS-Q	940534183	Hall
WP	ELKAY		Upright Unit	Maguire Road Water Plant
PW	EBCO/OASIS	DP7WMPE	8413068415	Bay
BC	ELKAY	EZFSTL81B	070431118	LOBBY
IC	ELKAY	EXFSTL81B	060416583	LOBBY
CL	Halsey Taylor	HTV-8-Q-TTG		LOBBY
PW	ELKAY	EZFSTLR81B	060912311	LOBBY
PW	ELKAY	EZFSTLR81B	060823551	BAY

FS = FIRE STATION
PW = PUBLIC WORKS
WW = WASTEWATER PLANT
CH = CITY HALL
PD = POLICE DEPARTMENT
WP = WATER PLANT
BC = BEECH CENTER
IC = ISON CENTER
CL = CLINIC

End of Equipment List

RFP #21-002 COMPANY INFORMATION/SIGNATURE SHEET

FAILURE TO COMPLY WITH THE RFP INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR PROPOSAL. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFP INSTRUCTIONS AND THAT YOU UNDERSTAND THAT THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO ENTER INTO A LEGALLY BINDING CONTRACT WITH THE CITY OF OCOEE.

Apple Air Conditioning
COMPANY NAME

407-654-3777
TELEPHONE (INCLUDE AREA CODE)

407-654-4828
FAX (INCLUDE AREA CODE)

Klegros@appleac.com
E-MAIL ADDRESS

K. [signature]
AUTHORIZED SIGNATURE (manual)

Vice President
NAME/TITLE (PLEASE PRINT)

19240 N. Hwy 27
STREET ADDRESS

Clermont FL 34715
CITY STATE ZIP

IF REMITTANCE ADDRESS IS DIFFERENT FROM PURCHASE ORDER ADDRESS, PLEASE INDICATE BELOW:

P.O. Box 246
Ocoee, FL 34761

FEDERAL ID # 59-347-5198

_____Individual ____✓____Corporation _____Partnership _____Other
(Specify)_____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this 10 day of November, 2020.

Personally Known ✓ or
Produced Identification_____

_____
(Type of Identification)

Notary Public - State of FL
County of Lake

Rachel Faircloth
Signature of Notary Public

_____
Printed, Typed or Stamped Commissioned Name of Notary Public

RACHEL FAIRCLOTH
Notary Public - State of Florida
Commission # HH 033174
My Comm. Expires Aug 17, 2024
Bonded through National Notary Assn.

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that it has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder: Apple Air Conditioning & Heating, Inc

Signature: _____

By: Kelly LeGros
(Print or Type Name)

Title: Vice President

Date: 11/9/2020

ocoee
florida

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their RFP: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, who owns assets or capital stock, directly or indirectly, in the Proposer's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this RFP. (Indirect ownership or benefit applies to any members of his or her immediate family.) Proposer certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Proposer agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Staff, and other key City employees and consultants involved in the award and administration of this contract.

According to Chapter 112, Florida Statutes, the term "conflict of interest" "means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest", and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

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

✓ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this RFP.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this RFP.

Acknowledged by:

Apple Air Conditioning & Heating, Inc.
Firm Name

Signature

Kelly Legos, Vice President
Name and Title (Print or Type)

11/9/2020
Date

EXHIBIT "D"
PROPOSED AGREEMENT FOR
RFP #21-002 AIR CONDITIONING & HEATING MAINTENANCE TERM CONTRACT

THIS AGREEMENT FOR AIR CONDITIONING AND HEATING MAINTENANCE TERM CONTRACT (this "Agreement") is made this 10th day of November, 2020, by and between the **CITY OF OCOEE**, a Florida municipal corporation, whose mailing address is 150 North-Lakeshore Drive, Ocoee, Florida 34761 (hereinafter referred to as the "City") and Apple Air Conditioning & Heating, Inc _____, a _____ corporation, whose mailing address is P.O. Box 246, Ocoee, FL 34761 _____(hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the City desires to enter into an Agreement with the Contractor to perform the work set forth in that certain Request for Proposals RFP #21-002 (the "Work"), and any amendments thereto being attached hereto as Exhibit "A"; and

WHEREAS, the Contractor is capable of performing the Work and agrees to perform the Work pursuant to the terms of this Agreement, and for the amounts specified in the Contractor's Proposal, the Contractor's Proposal and any amendments thereto being attached hereto as Exhibit "B".

NOW THEREFORE, in consideration of the premises and other good and valuable considerations exchanged between the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Scope of Agreement. The terms and conditions of Exhibit "A attached hereto as well as the terms and conditions of Exhibit "B" attached hereto are incorporated by reference herein as fully as if herein set forth. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, labor, supervision, and consumables to complete the Work.

Section 2. Term of Agreement. This Agreement shall consist of one (1) initial three (3) year term beginning on _____(the "Effective Date"), with two (2) separate automatic one-year extensions, for a total of five (5) years, unless terminated by the City upon the issuance of written notice by the City to the Contractor provided not later than thirty (30) days prior to the expiration of any renewal year term. The City shall have the option of extending the term an additional one (1) year. Each term is renewable with the condition that the City's obligation to pay under this Agreement for each year is contingent upon the City in its good faith judgment having sufficient funds to make an annual appropriation for the work to be provided under this agreement.

Section 3. Compensation. Contractor agrees to provide the services and materials as specified in Exhibit "A" for the amount specified in Exhibit "B". The amount as specified in Exhibit "B" may be increased or decreased by the City under the Extra Work provision of this Agreement, through the issuance of an Addendum, if applicable. Any prices specified in this Agreement, will remain firm for the first year of this Agreement. Price adjustments will be allowed pursuant to the Price Adjustment provision of this Agreement.

Section 4. Payment. All invoices received by the City are payable within (30) days from receipt, provided they have first been approved by the City, and the City has accepted the Work for which

payment is sought. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor. All invoices shall be in duplicate and directed to: City of Ocoee, Accounts Payable, 150 North Lakeshore Drive, Ocoee, Florida 34761-2258. **All invoices must be clearly marked: City Agreement #RFP 21-002 Air Conditioning & Heating Maintenance Term Contract.**

Section 5. General Conditions.

A. Patents and Copyrights. The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

B. Termination for Default.

1) The performance of Work under this Agreement may be terminated by the City, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet the performance requirements of this Agreement.

2) The City has a right to terminate for default if the Contractor fails to perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.

3) Failure of a Contractor to perform the required Work within the time specified, or within a reasonable time as determined by the City or failure to redo the Work when so requested, immediately or as directed by the City, shall constitute authority for the City to hire another contractor to perform the Work. In all such cases, the Contractor or his surety, shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Agreement prices.

4) Should public necessity demand it, the City reserves the right to utilize services which are substandard in quality, subject to an adjustment in price to be determined by the City. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the City that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.

5) Termination for Convenience. The City may terminate this Agreement at its convenience with thirty (30) days advance written notice to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination.

C. Warranty. The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in-effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either

redo such portions of the Work to correct such fault, defect or error, at no additional cost to the City or refund to the City the charge paid by the City which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for obtaining another Contractor to redo the Work.

ALL MATERIALS PROVIDED BY THE CONTRACTOR, SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED.

THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

D. Time of Completion. The parties understand and agree that time is of the essence in the performance of this Agreement. The Contractor agrees that all Work shall be performed regularly, diligently, and uninterrupted within the time specified. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City may at its discretion, cancel this Agreement for the convenience of the City.

E. Indemnification. To the fullest extent provided by law, Contractor shall indemnify, defend and hold harmless the City and all of its officers, agents and employees from all claims, loss, damage, cost, charges or expense including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor, its agents, employees, or subcontractors during the performance of the Agreement. The City shall use its best efforts to promptly notify the Contractor in writing of any Claims and shall provide the Contractor with information regarding the Claims as the Contractor may reasonably request, but the failure to give such notice or provide such information shall not diminish the obligations of the Contractor under this Section. No Claims whatsoever shall be made or asserted against the City by the Contractor for or on account of anything done or as a result of anything done or omitted to be done in connection with this Agreement.

F. Correction of Work. The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to this Agreement whether observed before or after substantial completion of the Work. The Contractor shall bear all costs of correcting such rejected Work. In the event that Contractor fails to timely mow or otherwise maintain a portion of the work, then the City, at its sole discretion and without waiving any other rights or remedies under this Agreement, may deduct from any amounts due under this Agreement,

the actual cost paid by the City to a third party to perform the work. If the City performs such work with its own personnel then the City may deduct from any amounts due under this Agreement such amount equal to what the Contractor would have charged for doing the work, plus 15% of such amount.

G. Right to Audit Records. The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

H. Information. All information, data, designs, plans, drawings, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

I. Safety Measures. The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the workers and public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.

J. Extra Work. The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written Addendum to this Agreement, and shall be executed under the applicable conditions of the Agreement.

K. Price Adjustments. Pricing is firm for first year term of this agreement. The contract labor rates may increase up to 3% upon renewal of the contract each year. All other provisions of the contract shall remain constant for the life of the contract. For the renewal terms of this Agreement, if the Contractor proposes to make a price adjustment, the Contractor shall first give the City written notice thereof, with explanations stated for the price adjustment, and such notice shall be given at least one hundred-twenty (120) calendar days prior to the one (1) year renewal term for which the price adjustment is sought. Nothing contained herein shall affect the City's right to terminate this Agreement for Convenience as provided herein.

L. Familiarity with The Work. The Contractor by executing this Agreement, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as the Contractor's stated commitment to fulfill all the conditions referred to in this Agreement.

Section 6. Miscellaneous Provisions.

A. The Contractor shall not employ subcontractors without the advance written permission of the City.

B. No assignment by a party hereto of any rights under, or interests in, the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due, and moneys that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Florida or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.

C. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.

D. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the City.

E. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.

F. The Contractor shall at all times, keep the Work area free from accumulation of waste materials or rubbish caused by its operations, and promptly remove any such materials to an approved disposal location.

G. The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.

H. This Agreement is considered a non-exclusive Agreement between the parties.

I. This Agreement is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. The parties agree that the provisions of Chapter 558, Florida Statutes are not applicable to this Agreement.

J. Waiver of Jury Trial; Legal Costs. It is mutually agreed by and between the Contractor and Owner that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. The parties further agree that the sole and exclusive venue for any action to enforce this agreement shall be in The Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

K. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

L. The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted proposals for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that it is authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.

M. This Agreement, including Exhibit "A" and Exhibit "B", contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

IN WITNESS WHEREOF, Contractor and the City have caused this Agreement for Air Conditioning and Heating Maintenance Term Contract to be executed by their duly authorized officers as of the day and year first above written.

CONTRACTOR: Apple Air Conditioning & Heating, Inc

BY: _____

PRINT NAME: Kelly LeGros

TITLE: Vice President

WITNESSES:

NAME: Danielle [illegible] NAME: Rachel Fairchild

TITLE: Marketing TITLE: AP

OWNER: CITY OF OCOEE, FLORIDA

ATTEST:

BY: _____
Beth Eikenberry, City Clerk

(SEAL)

APPROVED:

BY: _____
S. Scott Vandergrift, Mayor

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA
APPROVED AS TO FORM AND LEGALITY

this ___ day of _____, 2014

SHUFFIELD, LOWMAN & WILSON, P.A.

BY: _____
Scott A. Cookson, City Attorney

APPROVED BY CITY OF OCOEE
COMMISSION AT A MEETING HELD
on _____, 2014, under Agenda Item ____.

END OF SECTION

RFP #21-002 General terms
a) In lieu of bid security provide documentation of active company (3) yea

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
APPLE AIR CONDITIONING AND HEATING, INC.

Filing Information

Document Number	P97000093845
FEI/EIN Number	59-3475198
Date Filed	10/31/1997
State	FL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	10/18/2004
Event Effective Date	NONE

Principal Address

19240 N. HWY 27
CLERMONT, FL 34715

Changed: 04/26/2019

Mailing Address

POST OFFICE BOX 246
OCOEE, FL 34761

Registered Agent Name & Address

LATTNER, PETER LJR.
16902 WINTER ROAD
MONTVERDE, FL 34756

Address Changed: 10/18/2004

Officer/Director Detail

Name & Address

Title P

LATTNER, PETER LJR.
16902 WINTER ROAD
MONTVERDE, FL 34756

Title V

Legros, Kelly L

16443 Meredrew Lane
Clermont, FL 34711

Company Active 3+ Years

Annual Reports

Report Year	Filed Date
2018	03/20/2018
2019	04/26/2019
2020	05/13/2020

Document Images

05/13/2020 -- ANNUAL REPORT	View image in PDF format
04/26/2019 -- ANNUAL REPORT	View image in PDF format
03/20/2018 -- ANNUAL REPORT	View image in PDF format
02/02/2017 -- ANNUAL REPORT	View image in PDF format
04/21/2016 -- ANNUAL REPORT	View image in PDF format
03/20/2015 -- ANNUAL REPORT	View image in PDF format
04/21/2014 -- ANNUAL REPORT	View image in PDF format
04/29/2013 -- ANNUAL REPORT	View image in PDF format
03/01/2012 -- ANNUAL REPORT	View image in PDF format
02/02/2011 -- ANNUAL REPORT	View image in PDF format
02/18/2010 -- ANNUAL REPORT	View image in PDF format
04/17/2009 -- ANNUAL REPORT	View image in PDF format
02/25/2008 -- ANNUAL REPORT	View image in PDF format
07/24/2007 -- ANNUAL REPORT	View image in PDF format
04/20/2006 -- ANNUAL REPORT	View image in PDF format
01/06/2005 -- ANNUAL REPORT	View image in PDF format
10/18/2004 -- REINSTATEMENT	View image in PDF format
01/09/2003 -- ANNUAL REPORT	View image in PDF format
01/24/2002 -- ANNUAL REPORT	View image in PDF format
04/23/2001 -- ANNUAL REPORT	View image in PDF format
03/17/2000 -- ANNUAL REPORT	View image in PDF format
03/10/1999 -- ANNUAL REPORT	View image in PDF format
12/08/1998 -- ANNUAL REPORT	View image in PDF format
10/31/1997 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

APPLE
Air Conditioning & Heating, Inc.
We take a slice out of your energy costs!

Statement of Apple Air Conditioning & Heating, Inc.'s Status as a Drug Free Workplace

Apple Air Conditioning and Heating, Inc., has maintained a drug free workplace for the past 20 years.

Apple Air Conditioning & Heating, Inc., will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

APPLE AIR CONDITIONING & HEATING
1997 23 YEARS 2020
WE TAKE A SLICE OUT OF YOUR AIR CONDITIONING COSTS

Drug free Policy

APPLE
Air Conditioning & Heating, Inc.
We take a slice out of your energy costs!

Apple Air Conditioning & Heating, Inc. is a drug-free workplace. As such, we prohibit the use of nonprescribed drugs or alcohol during work hours. If the employee comes to work under the influence of drugs or alcohol or uses drugs or alcohol during work time, the employee will be disciplined in accordance to the policy up to an including termination.

Under Apple Air Conditioning & Heating, Inc.'s drug testing policy, all current and prospective employees must submit to the drug testing policy. Prospective employee's will only be asked to submit to a test once a conditional offer of employment has been extended and accepted. An offer of employment by Apple Air Conditioning & Heating, Inc. is conditioned on the prospective employee testing negative for illegal substances.

Apple Air Conditioning & Heating, Inc.'s policy is intended to comply with all state laws governing drug testing and is designed to safeguard employee privacy rights to the fullest extent of the law.

Before being asked to submit to a drug test, the employee will receive written notice of the request or requirements. Any drug testing required or requested by Apple Air Conditioning & Heating, Inc. will be conducted by a laboratory licensed by the state. All expenses related to the test will be incurred by the company. The employee may obtain the name and location of the laboratory that will analyze the employee's test sample by calling Total Compliance Network before the employee is scheduled to be tested.

If the employee receives notice that the employee's test results were confirmed positive, the employee will be given the opportunity to explain the positive result. In addition, the employee may have the same sample retested at a laboratory of the employee's choice.

If there is reason to suspect that the employee is working while under the influence of an illegal drug or alcohol, the employee will be suspended without pay until the results of a drug and alcohol test are made available to Apple Air Conditioning & Heating, Inc. by the testing laboratory. Where drug or alcohol testing is part of a routine physical or random screening, there will be no adverse employment action taken until the test results are in.

All testing results will remain confidential. Employee must sign a consent form prior to the release of results. Test results may be used in arbitration, administrative hearings and court cases arising as a result of the employee's drug testing. Results will be sent to federal agencies as required by federal law. If the employee is to be referred to a treatment facility for evaluation, the employee's test results will also be made available to

_____

Employee Signature

NOTICE TO EMPLOYER: If you have a Drug-Free Workplace Program established and maintained in accordance with Florida law, and you would like to apply for the 5% premium credit that is available, please complete this form and forward it to your insurer. Re-certification is required annually.

APPLICATION FOR DRUG-FREE WORKPLACE PREMIUM CREDIT PROGRAM

Name of Employer: Apple Air Conditioning, INC.

Date Program Implemented: 1997

Testing:

Procedures for drug testing have been established and/or drug testing has been conducted in the following areas:

- ☑ Job applicant
- ☑ Reasonable suspicion
- ☐ Routine fitness for duty
- ☐ Follow-up testing to Employee Assistance Program

Notice of Employer's Drug Testing Policy:

- ☑ Copy to all employees prior to testing
- ☐ Posted on employer's premises
- ☑ Copy to job applicants prior to testing
- ☐ General notice given 60 days prior to testing
- ☑ Show notice of drug testing on vacancy announcements
- ☐ Copies available in personnel office or other suitable locations
- ☐ No notice required because the employer had a drug testing program in place prior to July 1, 1990

Education:

- ☐ Resource file on providers
- ☐ Employee Assistance Program
- ☐ Education

Name of Medical Review Officer: Seth Portnoy, D.O.

A. Name of approved Agency for Health Care Administration Lab or United States Department of Health and Human Services Certified Laboratory: Total Health Compliance

B. Phone No.: (954) 977-1200

C. Address: 5646 West Atlantic Blvd, Margate, FL 33063

Your certification is subject to physical verification by the insurer. Your policy is subject to additional premium for reimbursement of premium credit, and cancellation provisions of the policy if it is determined that you misrepresented your compliance with Florida law. Any person who knowingly, and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information with the purpose of avoiding or reducing the amount of premiums for workers compensation coverage is guilty of a felony of the third degree punishable as provided in Section 775.082, s. 775.083, or s. 775.084, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing Application for Drug-Free Workplace Premium Credit Program, and that the facts stated in it are true.

Apple Air Conditioning	7/21/2020	[signature]
Employer Name	Date	Officer/Owner Signature*

Vice President
Title

* Application must be signed by an officer or owner.

Form 09-01A

Copyright, 2019 National Council on Compensation Insurance, Inc.





VEHICLES				
Vehicle Description	VIN			
08 FORD F150	1FTPW14V48FA71588	08 FORD F150	26	Apple Owned
2007 CHEVY SILVERADO	1GCEC14X37Z190103	2007 CHEVY SILVERAD	21	Apple Owned
2008 GMC SIERRA	1GTEC14C58Z225626	2008 GMC SIERRA	27	Apple Owned
2009 GMC SIERRA	1GTEC14C19Z900809	2009 GMC SIERRA	28	Apple Owned
2011 CHEVY SILV T29	1GCNCPEX6BZ250479	2011 CHEVY SILV T29	29	Apple Owned
2012 CHEVY 1500	1GCNCPEX7CZ301649	2012 CHEVY 1500	34	Apple Owned
2012 FORD E250	1FTNE2EW7CDA69491	2012 FORD E250	32	Apple Owned
2012 FORD F150	1FTFW1EF8CFA27458	2012 FORD F150	66	Apple Owned
2013 FORD E250	1FTNE2EWXDDA35837	2013 FORD E250	35	Apple Owned
2013 FORD F250	1FT7W2BT8DEA96274	2013 FORD F250	103	Apple Owned
2014 FORD E250	**1FTNE2EWXEDA02449**	**2014 FORD E250**	**36**	Apple Owned
2014 FORD E250	1FTNEZEWOEDA11435	2014 FORD E250	37	Apple Owned
2014 FORD F150	1FTMF1CM1EKE25968	2014 FORD F150	38	Apple Owned
2014 FORD F150	1FTMF1CM4EKG52071	2014 FORD F150	40	Apple Owned
2014 ford f150	1FTMF1CM2EKG52070	2014 F150	42	Apple Owned
2014 FORD F150 T13	1FTPF1CT8EKE02398	2014 FORD F150 T13	13	Apple Owned
2015 Toyota Prius	JTDKN3DU3F1931622	2015 Toyota Prius		Apple Owned
2016 CHEV SILVERADO	1GCNCNEH2GZ187630	2016 CHEV SILVERADO	44	Leaseplan Lease
2016 CHEVY SILVERADO	1GCNCNEH9GZ182926	2016 CHEVY SILVERAD	45	Leaseplan Lease
2016 NISSAN NV	1N6BF0KY3GN806368	2016 NISSAN NV	41	Enterise Lease
2016 NISSAN NV	1N6BF0KY1GN810290	2016 NISSAN NV	43	Enterise Lease
2017 FORD F150	1FTMF1C82HKD23246	2017 FORD F150	46	Enterise Lease
2018 FORD F150	1FTMF1CB6JKF68519	2018 FORD F150	48	Enterise Lease
2018 NISSAN NV	**1N6BF0KY1JN805565**	**2018 NISSAN NV**	**47**	Enterise Lease
2019 FORD F150	1FTMF1CB5KKC28182	2019 FORD F150	49	Enterise Lease
2019 NISSAN NV	1N6BF0KYXKN805209	2019 NISSAN NV 2500	50	Enterise Lease
19 FORD F250 T104	1FT7W2BT1KEE51296	19 FORD F250 T104	104	Enterise Lease
19 NISSAN NV T51	1N6BF0KY4KN802502	19 NISSAN NV T51	51	Enterise Lease
2020 Nissan NV	**1N6BF0KYOLN80303**	**2020 Nissan NV 2500**	**52**	Enterise Lease
2019 Hyundai Genesis	**KMTFN4JE3KU320097**	**2019 Hyundai Genesis**	**53**	Enterise Lease

APPLE
Air Conditioning & Heating, Inc.
We take a slice out of your energy costs!

APPLE AIR CONDITIONING & HEATING
1997 23 YEARS 2020
WE TAKE A SLICE OUT OF YOUR AIR CONDITIONING COSTS

TRAILERS

ASPT	Trailer	NOVIN0200055271	Trailer
ASPT	Trailer	NOVIN0200267639	Trailer
ASPT	Trailer	FLT6543Y	Trailer
HRTV	Trailer		
TMCL	Trailer	4D6EB1415JA040264	Trailer
ASPT	Trailer	4D6EB1415JA040265	Trailer

APPLE
Air Conditioning & Heating, Inc.
We take a slice out of your energy costs!

Section 1 – Company Information

Apple Air Conditioning & Heating, Inc.

19240 N. Hwy 27

Clermont, FL 34711

Contact: Bryan Deaton

Phone #: 407-654-3777

Distance to City of Ocoee, FL City Hall : 14.8 Miles

Our Certified Technicians

Billy Schafer	Clermont, FL	Commercial and Residential service	EPA & OSHA certified
Jose Borrero	Clermont, FL	Commercial and Residential service	EPA & OSHA certified
Brian Narehood	Clermont, FL	Commercial and Residential service	EPA & OSHA certified
Chris Burgos	Clermont, FL	Commercial and Residential service	EPA & OSHA certified
Javier Serrano	Clermont, FL	Commercial and Residential service	EPA & OSHA certified
Pete Lattner	Clermont, FL	Commercial and Residential service	EPA & OSHA certified
Brian Deaton	Clermont, FL	Commercial and Residential service	EPA & OSHA certified

Section 2 Company Experience

Apple Air Conditioning & Heating, Inc., was founded by Peter Lattner, Jr. in 1997. Pete Lattner has been the Mechanical license holder since the Companies inception in 1997. Apple Air Conditioning & Heating, Inc., is a multi-disciplined Company specializing in Service, Maintenance and replacement of both residential and commercial projects. We currently service all of Central Florida.

3 Recent Projects:

BG Southern Division George Ziegler 407-756-8767 South Gate project new construction HVAC, Project budget $255,050.00

Lamm & Company Partners Jeremy Lamm 407-895-2525 Orlando Ballet New Construction HVAC project. Project Budget: $270,917.10

Florida Power and Light John Leggett 386-575-5269 Replace 20 Ton split system HVAC project Budget $44,400.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/14/2020

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	CONTACT NAME: Susan Foerke
Lassiter-Ware Insurance of Maitland 2701 Maitland Center Parkway Suite 125 Maitland FL 32751	PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): (888) 883-8680 E-MAIL ADDRESS: susanf@lassiterware.com
INSURED Apple Air Conditioning and Heating, Inc. P. O. Box 246 Ocoee FL 34761	INSURER A : Southern Owners Insurance Co. 10190 INSURER B : Auto Owners Insurance Company 18988 INSURER C : National Union Fire Insurance Company of Pittsburgh, PA. 19445 INSURER D : Builders Mutual Ins Co 10844 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 20/21 Master **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	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	72278999	07/22/2020	07/22/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY		Y	46-582043-01	07/22/2020	07/22/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			EBU013188003	07/22/2020	07/22/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WCP1053752-02	07/22/2020	07/22/2021	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Installation Floater			72278999	07/22/2020	07/22/2021	Policy Limit Deductible	$200,000 $ 1,000

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

Project: RFP #14-003-R City-Wide Air Conditioning & Heating Maintenance Term Contract

The certificate holder is included as an additional insured under the terms and conditions of the attached forms and the General Liability Policy, when additional insured status is required by written contract. A Blanket Waiver of Subrogation is included as part of the General Liability, Automobile Liability and Workers Compensation Policies and applies when required by written contract, provided the contract is executed prior to any loss.

CERTIFICATE HOLDER

City of Ocoee
150 N Lakeshore Drive
Ocoee FL 34761

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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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: APPLE AIR CONDITIONING & HEATING INC **Risk ID:** 091359200

Rating Effective Date: 07/22/2020 **Production Date:** 03/18/2020 **State:** FLORIDA

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
FL	.11	48,206	73,555	25,349	74	30,750	932	858

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.11		48,206	73,555	25,349	74	30,750	331	257

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	257	73,653	8	73,918
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	25,349	73,653	5,303	104,305

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors		1.00			.71

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

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Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

LATTNER, PETER LEE JR.

APPLE AIR CONMDITIONING & HEATING INC
19240 HWY 27
CLERMONT FL 34715

LICENSE NUMBER: CMC056836

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

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.

Tax Collector Scott Randolph **Local Business Tax Receipt** **Orange County, Florida**

2020 **EXPIRES 9/30/2021**

5000 BUSINESS OFFICE $50.00 35 EMPLOYEES

5000-1132653

TOTAL TAX	$50.00
PREVIOUSLY PAID	$50.00
TOTAL DUE	$0.00

LATTNER PETER L JR PRESIDENT

APPLE AIR CONDITIONING AND HEATING INC
PO BOX 246
OCOEE FL 34761

149 S WOODLAND ST
C - WINTER GARDEN, 34787

PAID: $50.00 0098-00968222 9/17/2020

Tax Collector Scott Randolph **Local Business Tax Receipt** **Orange County, Florida**

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2020 **EXPIRES 9/30/2021**

5000 BUSINESS OFFICE $50.00 35 EMPLOYEES

5000-1132653

SCOTT RANDOLPH, TAX COLLECTOR · ORANGE COUNTY, FLORIDA ·

TOTAL TAX	$50.00
PREVIOUSLY PAID	$50.00
TOTAL DUE	$0.00

LATTNER PETER L JR PRESIDENT

APPLE AIR CONDITIONING AND HEATING INC
PO BOX 246
OCOEE FL 34761

149 S WOODLAND ST
C - WINTER GARDEN, 34787

PAID: $50.00 0098-00968222 9/17/2020

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.



Detail by FEI/EIN Number

Florida Profit Corporation
APPLE AIR CONDITIONING AND HEATING, INC.

Filing Information

Document Number	P97000093845
FEI/EIN Number	59-3475198
Date Filed	10/31/1997
State	FL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	10/18/2004
Event Effective Date	NONE

Principal Address

19240 N. HWY 27
CLERMONT, FL 34715

Changed: 04/26/2019

Mailing Address

POST OFFICE BOX 246
OCOEE, FL 34761

Registered Agent Name & Address

LATTNER, PETER LJR.
16902 WINTER ROAD
MONTVERDE, FL 34756

Address Changed: 10/18/2004

Officer/Director Detail

Name & Address

Title P

LATTNER, PETER LJR.
16902 WINTER ROAD
MONTVERDE, FL 34756

Title V

Legros, Kelly L

16443 Meredrew Lane
Clermont, FL 34711

Annual Reports

Report Year	Filed Date
2018	03/20/2018
2019	04/26/2019
2020	05/13/2020

Document Images

05/13/2020 -- ANNUAL REPORT	View image in PDF format
04/26/2019 -- ANNUAL REPORT	View image in PDF format
03/20/2018 -- ANNUAL REPORT	View image in PDF format
02/02/2017 -- ANNUAL REPORT	View image in PDF format
04/21/2016 -- ANNUAL REPORT	View image in PDF format
03/20/2015 -- ANNUAL REPORT	View image in PDF format
04/21/2014 -- ANNUAL REPORT	View image in PDF format
04/29/2013 -- ANNUAL REPORT	View image in PDF format
03/01/2012 -- ANNUAL REPORT	View image in PDF format
02/02/2011 -- ANNUAL REPORT	View image in PDF format
02/18/2010 -- ANNUAL REPORT	View image in PDF format
04/17/2009 -- ANNUAL REPORT	View image in PDF format
02/25/2008 -- ANNUAL REPORT	View image in PDF format
07/24/2007 -- ANNUAL REPORT	View image in PDF format
04/20/2006 -- ANNUAL REPORT	View image in PDF format
01/06/2005 -- ANNUAL REPORT	View image in PDF format
10/18/2004 -- REINSTATEMENT	View image in PDF format
01/09/2003 -- ANNUAL REPORT	View image in PDF format
01/24/2002 -- ANNUAL REPORT	View image in PDF format
04/23/2001 -- ANNUAL REPORT	View image in PDF format
03/17/2000 -- ANNUAL REPORT	View image in PDF format
03/10/1999 -- ANNUAL REPORT	View image in PDF format
12/08/1998 -- ANNUAL REPORT	View image in PDF format
10/31/1997 -- Domestic Profit	View image in PDF format

Licensee Details

Licensee Information

Name:	**LATTNER, PETER LEE JR (Primary Name)** **APPLE AIR CONDITIONING AND HEATING, INC. (DBA Name)**
Main Address:	**16902 WINTER RD** **MONTVERDE Florida 34756**
County:	**LAKE**
License Mailing:	
LicenseLocation:	**19240 HWY 27** **CLERMONT FL 34715**
County:	**LAKE**

License Information

License Type:	**Certified Mechanical Contractor**
Rank:	**Cert Mechanical**
License Number:	**CMC056836**
Status:	**Current,Active**
Licensure Date:	**03/09/1996**
Expires:	**08/31/2022**

Special Qualifications	**Qualification Effective**
Construction Business	**02/20/2004**

Alternate Names

View Related License Information

View License Complaint

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

Complaint Details

Below is a listing of public complaints regarding the person or entity selected. This may not reflect all public complaints filed with the Department; for example, al
against Community Association Managers (CAMs) are available to the public, regardless of whether any appear below, and may be requested directly from the De
The Department is also precluded from disclosing any complaints which are confidential pursuant to Florida Statutes.

If you would like a full list of public complaints against an individual or entity or to make a public records request for complaints listed please visit our **Public Rec**

You can search for public records pertaining to unlicensed activity complaints through an additional database by visiting our **Search Unlicensed Activity Compli**
For more information about CAM complaints, please visit the **CAMs page**.

Name:

The Status and Discipline Description below is only the status of a complaint. To see the status of this license select the "Back" button to return to the Licensee D

Number	Class	Incident Date	Status	Disposition	Disposition Date	Discipline Date - Description

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

Licensee

Name:	**LATTNER, PETER LEE JR**	License Number:	**56836**
Rank:	**Certified Mechanical Contractor**	License Expiration Date:	**08/31/2022**
Primary Status:	**Current**	Original License Date:	**03/09/1996**
Secondary Status:	**Active**		

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
	Current	APPLE AIR CONDITIONING AND HEATING, INC.	Primary Qualifying Agent for Business	11/04/2008	Construction Business Information	

Printer Friendly

Return to License Details

Related License Search

License Type: View all related licenses

First Name: _____ Last Name: _____

License Number: _____

Expiration Date

From: _____ To: _____ Search

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

CITY OF OCOEE

REQUEST FOR PROPOSALS
RFP #21-002

AIR CONDITIONING & HEATING MAINTENANCE TERM CONTRACT

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RFP #21-002
CITY-WIDE AIR CONDITIONING & HEATING MAINTENANCE TERM CONTRACT

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**Submit with Proposal*

End Table of Contents

Request for Proposals, Legal Advertisement

The City of Ocoee, Florida (the "City") is soliciting sealed proposals for **RFP #21-002 City-Wide Air Conditioning & Heating Maintenance Term Contract.** Proposals will only be accepted electronically through Negometrix, a free e-Procurement platform, **until 2:00 pm, local time, on Tuesday, November 10, 2020.** Proposals received after that time or through any other method will not be accepted under any circumstances. Proposals that have been timely received will be publicly opened virtually online and the names of the responding firms read aloud at that time; instructions will be provided at https://www.ocoee.org/959/Public-Bid-Meetings. All questions regarding this RFP should be in writing to Shannon Hopper, Purchasing Technician, Finance Department/Purchasing shopper@ocoee.org. No Pre-proposal conference is scheduled at this time. Prospective respondents may secure a copy of the documents required for submitting a proposal at no charge through Negometrix by accessing the City's published solicitation page at https://app.negometrix.com/buyer/747. For more information, please visit https://www.ocoee.org/323/Purchasing. Prospective respondents will be provided with all information regarding this RFP, addenda, and changes to the project requirements through the Negometrix platform. Melanie Sibbitt, City Clerk, Orlando Sentinel, October 18, 2020.

CITY OF OCOEE
REQUEST FOR PROPOSALS (RFP) #21-002
CITY-WIDE AIR CONDITIONING & HEATING MAINTENANCE TERM CONTRACT

A. Sealed proposals for RFP #21-002 will be received by the City of Ocoee, hereinafter called "City," from any person, firm, corporation, or agency, hereinafter called "Respondent, Firm, Bidder, or Proposer," submitting a proposal for the services being solicited. Each Respondent shall furnish the information required on the proposal form supplied and each accompanying sheet thereof on which an entry is made. Proposals submitted on any other format shall be disqualified. Proposals must be typewritten or handwritten using ink; do not use pencil. Proposal documents must be submitted under the signature of a legally responsible representative, officer, or employee and should be properly witnessed and attested. All proposals should also include the name and business address of any person, firm, or corporation interested in the proposal, either as a principal, member of the firm, or general partner. If the Respondent is a corporation, the proposal should include the name and business address of each officer, director, and holder of 10% or more of the stock of such corporation.

B. The City utilizes Negometrix, an e-procurement platform. The City is **ONLY** accepting electronic solicitation responses online through the City's Negometrix platform at https://app.Negometrix4.com/buyer/748N This link can also be accessed through the City's website at https://www.ocoee.org/323/Purchasing under the ***Current Open Solicitations*** menu. All responses for this bid **MUST** be submitted through the Negometrix platform. RFP submissions received in any other format will not be accepted; no paper, fax, or e-mailed submissions will be accepted. There is no charge to use the Negometrix electronic bid submission platform.

Registration with Negometrix is free and is required prior to submitting a bid response. You will be required to register once you click the PARTICIPATE BUTTON in the solicitation file. It is suggested your company register no later than 24 hours in advance of the bid submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the Negometrix Service Desk by calling (724) 888-5294 or by emailing servicedesk.us@Negometrix4.com.

Once your company is registered with Negometrix, you will be able to securely submit your company's proposal any time before the bid deadline, at https://app.Negometrix4.com/buyer/748 by clicking the PARTICIPATE BUTTON under the solicitation. Proposals submitted on Negometrix will remain locked and inaccessible by City staff until the bid deadline. Respondents are encouraged to allow ample time to upload and submit your Response as the system will automatically lock responses upon the bid deadline. A virtual public bid opening will be held on the date and time indicated below. Details on how to access the virtual bid opening will be located on the City's website once available at https://www.ocoee.org/959/Public-Bid-Meetings.

C. Please submit all questions regarding this RFP within the Negometrix platform in the Question & Answer tab or through written inquiry directed to Shannon Hopper, Purchasing Technician, email shopper@ocoee.org. The deadline for receipt of

questions is **November 3, 2020 at 2:00 p.m., local time.** Any clarifications/changes will be only through written addenda issued by the Purchasing Technician and posted on Negometrix. Respondents should not contact City staff, with the exception of the Purchasing Technician, or other City consultants for information regarding this RFP before the proposal award date. Any contact with any other member of the City Staff, City Commission, or its agents during the solicitation, award, and protest period may be grounds for disqualification.

D. Respondents shall submit one (1) complete electronic copy, preferably in a single file, of their proposal package on the Negometrix platform. **Proposal packages must be received by Negometrix no later than 2:00 p.m. (local time) on November 10, 2020**. Any proposal package received after the above-noted time will not be accepted under any circumstances. Any uncertainty regarding the time a proposal package is received will be resolved against the Respondent. It shall be the sole responsibility of the Respondent to have the proposal package uploaded and submitted on the Negometrix e-procurement platform prior to the due date and time.

E. PRE-PROPOSAL CONFERENCE:

None is scheduled at this time.

F. Proposals will be reviewed by an evaluation committee appointed by the City Manager and will be ranked in accordance with the established evaluation criteria. Date, time, and location of any scheduled evaluation committee meeting(s) for this RFP will be noticed publicly and on Negometrix. The evaluation committee shall supply a ranked list of the proposing firms and a recommendation regarding which firm should be awarded the term contract by the City Commission. The City Commission's decision to endorse or modify the ranking by staff shall be final. Please be aware that all City Commission meetings are duly noticed public meetings and that all documents submitted to the City as a part of a proposal constitute public records under Florida law.

G. All Respondents shall thoroughly examine and become familiar with this RFP package and carefully note the items specifically required for submission of a complete proposal.

H. **Submission of a proposal shall constitute an acknowledgment that the Respondent has complied with the instructions of this RFP**. The failure or neglect of a Respondent to receive or examine a document shall in no way relieve it from any obligations under its proposal or the contract. No claim for additional compensation will be allowed based upon a lack of knowledge or understanding of any of the contract documents or the scope of services. Proposals shall be in compliance with the contract documents and scope of services. **All costs to prepare and submit proposals shall be the responsibility of the Respondent and the City shall make no reimbursement of any kind.**

I. Any response by the City to a request for information or correction will be made in the Negometrix bid file or in the form of a written addendum, which will be distributed via Negometrix. It shall be the responsibility of each Proposer to obtain a copy of all

issued Addenda. The City reserves the right to issue Addenda concerning the date and time when proposal acceptance shall close at any time up to the date and time set for proposal closing. **In case any Proposer fails to acknowledge receipt of any such Addendum, its proposal will nevertheless be construed as though the Addendum had been received and acknowledged. Submission of a proposal will constitute acknowledgment of the receipt of the RFP Documents and all Addenda.** Only interpretations or corrections provided by written Addenda shall be binding on the City. Respondents are cautioned that any other source by which a Respondent receives information concerning, explaining, or interpreting the RFP Documents shall not bind the City.

J. Any of the following causes may be considered sufficient for the disqualification and rejection of a proposal:
   a) Submission of more than one (1) proposal for the same work by an individual, firm, partnership, or corporation under the same or different name. For purposes of this subparagraph, firms, partnerships, or corporations under common control may be considered to be the same entity;
   b) Evidence of collusion between or among the Respondents;
   c) Being in arrears on any existing contracts with the City or in litigation with the City, or having defaulted on a previous contract with the City;
   d) Poor, defective, or otherwise unsatisfactory performance of work for the City or any other party on prior projects that, in the City's judgment and sole discretion, raises doubts as to the Respondent's ability to properly perform the services; or
   e) Any other cause that, in the City's judgment and sole discretion, is sufficient to justify disqualification of Respondent or the rejection of its proposal.

K. **CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME):**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on an award to provide any goods or services to a public entity, may not submit a proposal on an award with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under an award with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See Florida Statute 287.133 (2) (a).]

L. **FLORIDA PUBLIC RECORDS LAW:**

In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Respondents should be aware that the proposal and the responses thereto are in the public domain and are available for public inspection. Respondents are requested, however, to identify specifically any information contained in their proposal that they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received in response to this request for proposals become the property of

the City of Ocoee and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.

M. **PUBLIC RECORDS COMPLIANCE:**

The City of Ocoee (the "City") is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from the 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 City.

4. Upon completion of the contract, Contractor agrees to transfer at no cost to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public record to the City 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 City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

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 407-905-3100, EXTENSION 1022, CCDL@ci.ocoee.fl.us, WITH AN OFFICE LOCATED AT 150 NORTH LAKESHORE DRIVE, OCOEE, FLORIDA 34761.

N. **ACCEPTANCE AND AWARD:**

The City reserves the right to accept or reject any or all proposals, to waive formalities, technicalities or irregularities, to request clarification of information submitted in any proposal, or to re-advertise for new proposals. The City may accept any item or group of items of any proposal, unless the Proposer qualifies its proposal

by specific limitations. The City may accept one or more proposals if, in the City's discretion, the City determines that it is in the City's best interest to do so.

The City reserves the right to award the contract to the Respondent(s) which, in the City's sole discretion, is (are) the most responsive and responsible. The City reserves the right, as an aid in determining which proposals are responsible, to require a Respondent to submit such additional evidence of Respondent's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Respondent, including past performance (experience) with the City and others. The City Commission shall be the final authority in the selection of any and all proposals for acceptance and award.

End of Section

(Remainder of page intentionally left blank)

RFP #21-002 GENERAL TERMS & CONDITIONS:

1. **BID SECURITY:**

a) **In lieu of providing a bid security, the Respondent may provide documentation that their business has been active with the Secretary of the State of Florida for a minimum of three (3) years. Respondent warrants by virtue of bidding the prices in his bid response will be good for an evaluation period of ninety (90) days from the date of bid opening, or:**

b) Each proposal must be accompanied by Bid Security in the form a Cashier's/Certified Check or company check upon an incorporated bank or trust company **or** a Bid Bond in an amount equal to ONE THOUSAND DOLLARS ($1,000.00). A combination of any of the former is not acceptable. Cash or company check will not be accepted as Bid Security. The cashier's check or Bid Bond is submitted as a guarantee that the Respondent, if awarded the Contract, will, after written notice of such award, enter into a written Contract with the City and as a guarantee that the Respondent will not withdraw its proposal for a period of ninety (90) days after the scheduled closing time for the receipt of proposals, in accordance with the accepted proposal and RFP documents.

c) A copy of the bid security is to be included with the proposal submitted electronically on Negometrix. The original bid security is to be mailed within five (5) business days after the bid opening to: City of Ocoee, Finance Department/Purchasing, Attention: Shannon Hopper, Purchasing Technician, 150 North Lakeshore Drive, Ocoee, FL 34761. Failure to provide the original may cause your bid to be deemed non-responsive.

d) In the event of withdrawal of said proposal within ninety (90) days following the opening of proposals, or Respondent's failure to enter into said contract with the City or failure to provide the City with other requirements of the contract documents or the RFP after issuance of Notice of Intent to Award by the City, then such Respondent shall be liable to the City in the full amount of the check or Bid Bond and the City shall be entitled to retain the full amount of the check or to demand from the Surety the penal sum of the Bid Bond as liquidated damages and not a penalty.

e) Surety companies executing bonds shall be duly insured by an insurer or corporate surety and signed by a licensed agent who holds a current Power of Attorney from the surety company issuing the bond.

f) The cost of the required Bid Bond and required insurance coverage is to be included in the Respondent's overhead and is not eligible for reimbursement as a separate cost by the City. The checks of the three (3) most favorable Respondents will be returned within three (3) days after the City and the successful Respondent have executed the contract for work or until the 91st day after proposal opening, whichever is earlier. The remaining checks will be returned within thirty (30) days after the opening of proposals. Bid Bonds will be returned upon request following the same criteria as a check

2. **PERFORMANCE BOND:**

Performance and Payment Bonds are not required.

3. **PATENT INDEMNITY:**

Except as otherwise provided, the successful Respondent agrees to indemnify the City and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any letters patent of the United States arising out of the performance of this contract.

Further, the Respondent shall fully indemnify, defend, and hold harmless the City and its officers, agents, and employees from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, unpatented invention, or intellectual property right. If the Respondent uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the proposal price shall include all royalties or cost arising from the use of such design, device, or materials.

4. **DEFAULT:**

As a result of proposals received under this RFP, the award of the contract may be based, in whole or in part, on delivery and specification factors. Accordingly, should the Contractor not meet the delivery deadline(s) set forth in the specifications or should the Contractor fail to perform any of the other provisions of the specifications and/or other contract documents, the City may declare the Contractor in default and terminate the whole or any part of the contract. Upon declaring the Contractor in default and the contract in whole or in part, the City may procure and/or cause to be delivered the equipment, supplies, or materials specified, or any substitutions thereof and the Contractor shall be liable to the City for any excess costs resulting therefrom. In the event the Contractor has been declared in default of a portion of the contract, the Contractor shall continue the performance of the contract to the extent not terminated under the provisions of this paragraph. Where the Contractor fails to comply with any of the specifications, except for delivery deadline(s), the City may, in its discretion, provide the Contractor with written notification of its intention to terminate for default unless prescribed deficiencies are corrected within a specified period of time. Such notification shall not constitute a waiver of any of the City's rights and remedies hereunder.

5. **PRICING:**

Pricing should be provided as indicated on the Proposal Form attached as Exhibit B. Please note that alternate price proposals will not be accepted unless specifically called for on the Scope of Work and/or Proposal Form. Cost of preparation of a response to this RFP is solely that of the Respondent and the City assumes no responsibility for such costs incurred by the Respondent.

The Proposal Form may not be completed in pencil. All entries on the Proposal Form shall be legible. The City reserves the right, but does not assume the obligation, to ask a Respondent to clarify an illegible entry on the Proposal Form. If the Proposal Form requires that the proposed price, or constituent portions of the proposed price,

be stated in unit prices and total price; the unit prices and the total price for the stated number of units identified on the Proposal Form should be provided by the Respondent and be correctly computed. If there is an arithmetical conflict between the unit price stated by the Respondent on the Proposal Form and the total price stated by the Respondent on the Proposal Form, the unit price stated by the Respondent on the Proposal Form shall take precedence. The City may unilaterally correct such arithmetical conflict on the Proposal Form to calculate the total price, utilizing the unit prices that have been identified by the Respondent. The taking of such action by the City shall not constitute grounds for the Respondent to withdraw its proposal nor shall it provide a defense constituting discharge of the proposal bond. The City reserves the right, but does not assume the obligation, to waive any mistake, omission, error, or other irregularity that may appear on the Proposal Form. However, the City reserves the right to reject Proposal Forms that are incomplete or contain information that is not required as being non-responsive.

a) The prices have been arrived at independently, without consultation, communication, or agreement for the purpose of restriction competition, as to any matter relating to such prices with any other Respondent or with any competitor;
b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to opening, directly or indirectly to any other Respondent or to any competitor;
c) No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition. Every contract, combination or conspiracy in restraint of trade or commerce in this State is unlawful (s. 542.18, Florida Statutes, and all applicable federal regulations);
d) Respondent warrants the prices set forth herein do not exceed the prices charged by the Respondent under a contract with the State of Florida Purchasing Division; and
e) Respondent agrees that supplies/services furnished under this proposal, if awarded, shall be covered by the most favorable commercial warranties the Respondent gives to any customer for such supplies/services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the proposal award.
f) Respondent represents that the article(s) to be furnished under this RFP is (are) new and unused (unless specifically so stated) and that the quality has not deteriorated so as to impair its usefulness.

6. **DISCOUNTS**:

a) Trade and time payment discounts will be considered in arriving at new prices and in making awards, except that discounts for payments within less than 30 days will not be considered in evaluation of proposals. However, offered discounts will be taken for less than 30 days if payment is made within discount period.
b) In connections with any discount offered, time will be computed from date of delivery and acceptance at destination, or from the date correct invoice is received in the office of Finance, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, on the date of City Check.

7. **SAMPLES**:

Samples of items, when required, must be furnished free of expense to the City and, if not called for within fifteen days from date of proposal opening, same will be disposed of in the best interest of the City.

8. **AWARD CRITERIA**:

The contract will be recommended to be awarded in accordance to the Evaluation Criteria contained in this RFP.

9. **LITERATURE:**

If required by the scope of work or the specifications, descriptive literature/brochures shall be included with this proposal in order to properly evaluate make/model offered. Proposals submitted without same may be considered non-responsive and disqualified.

10. **BID PROTESTS:**

All Bid Protests shall be submitted in the following manner to the Purchasing Technician at shopper@ocoee.org with a copy to the Procurement Manager at jtolbert@ocoee.org:

a) A Respondent **shall** file a written bid protest under this Article or be barred any relief; oral protests shall not be acknowledged.
b) A bid protest **shall** be limited to the following grounds: (a) issues arising from the procurement provisions of the RFP, its addenda, and other proposal documents; and/or (b) applicable federal, state, or local law. No bid protest may be based upon questions concerning the design documents (drawings and specifications), if any. The Respondent shall clarify all questions concerning the design documents of the project prior to submitting its proposal.
c) The content of the bid protest **shall** fully state the factual and legal grounds for the protest and the legal basis for the relief requested.
d) The bid protest **shall** be filed with the Purchasing Technician and Procurement Manager not later than five (5) calendar days after the posting of the notice of intent to award or recommendation of award by staff, whichever is earlier.
e) The Procurement Manager, on behalf of the City, shall make a determination of the merits of the protest not later than five (5) business days after receipt of the protest. If Owner denies the protest, Owner may proceed with award of the contract unless enjoined by order of a court of competent jurisdiction.

11. **PAYMENT TERMS:**

a) No payment will be made for materials ordered without proper purchase order authorization or City of Ocoee Visa Purchasing Card. Payment cannot be made until materials, goods, or services have been received and accepted by the City in the quality and quantity ordered. Purchase Order terms are Net 30 days after receipt of approved invoice.
b) Any contract resulting from this solicitation is deemed effective only to the extent of appropriations available for the work.

c) The City of Ocoee, Florida has Florida Sales & Use Tax Exemption Certificate No. 85-8013779974C-0; and, pursuant to Chapter 212, Florida Statutes, is exempt from federal excise, state, and local sales taxes.

12. **SAFETY REQUIREMENTS:**

The Respondent guarantees that the services to be performed and the goods to be provided herein shall comply with all applicable federal, state, and local laws, ordinances, regulations, orders, and decrees, including, without limitation, such of the following acts as may be applicable: Federal Consumer Product Safety Act, Federal Fair Labor Standards Act, Occupational Safety and Health Act, Federal Hazardous Substances Labeling Act, Federal Flammable Fabrics Act, and any applicable environmental regulations.

a) All contractors are required to comply with the Congressional Federal Register (CFR) of the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) Construction Industry, Part 1926, and CFR 1910-General Industry Standards that are applicable in construction work.
b) The prime contractor is not only responsible for the safety aspects of his operation and employees, **but** also that of all subcontractors on the job site.
c) The Contractor must assure that a certified first aid person is designated, phone numbers of physicians, hospital, and ambulance services are posted (copy to Personnel Director, City of Ocoee), and that a first aid kit is available.
d) All individuals are required to wear hard hats on all construction sites.
e) Provide personal protective equipment that may be required for jobs in progress (e.g.: hard hats, safety glasses, respirators, ear protection, long pants and shirts, etc.).
f) Observe the speed limit on City property.
g) Construction areas cleaned **daily**; excavations must be barricaded or flagged until backfilled. In some cases, bracing, shoring and sloping may be required.
h) Scaffolds shall have guard rails on all open sides and be secured to prevent displacement.
i) Welding and cutting - a fire watch and appropriate fire extinguisher shall be provided and combustible materials cleaned up.
j) All heavy equipment must have, where applicable: (a) back-up alarms, (b) boom angle indicator, (c) load chart, (d) reeving, (e) fire extinguisher, and (f) condition of hook and other items in accordance with OSHA 1926.550 and ANSI B30.5.
k) Personal fall protection must be provided at elevations exceeding ten (10) feet.

13. **DRUG-FREE WORKPLACE:**

Provide a statement concerning the Proposer's status as a Drug-Free Work Place or evidence of an implemented drug-free workplace program. **Include the attached form with your proposal.**

14. **CONTRACT:**

a) The successful Respondents, herein also referred to as Contractor, will be

required to enter into a contract with the City along the terms and conditions included in the proposed contract for the initial period of three (3) years, with two (2) automatic and one-year extensions and a one (1) year optional renewal at the City's discretion. The contract labor rates may be escalated up to 3% upon renewal of the contract each year. All other provisions of the contract shall remain constant for the life of the contract.

b) The City may, in its sole discretion, award any additional services, whether in the existing areas of the scope of work or in any area additional to those in the existing scope of work, to any third party or the City's own employees. Contractor will be expected to cooperate with any or all other contractors who may be performing services for the City.

15. **CERTIFICATION OF NON-SEGREGATED FACILITIES**

a) Respondent certifies that it does not and will not maintain or provide any segregated facilities for the Respondent's employees at any of the Respondent's establishments, and that Respondent does not permit Respondent's employees to perform their services at any location under the Respondent's control where segregated facilities are maintained. Respondent agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of its Proposal. As used in this certification, the term "segregated facilities" means any waiting room, work areas, time clocks, locker rooms, other storage and dressing areas, parking lots, or drinking facilities provided for employees that are segregated on the basis of race, color, religion, national origin, habit, local custom, or otherwise. Respondent agrees that (except where Respondent has obtained identical certification from proposed contractors for specific time periods) Respondent will obtain identical certifications from proposed subcontractors prior to the award of such contracts exceeding $10,000 that are not exempt from the provisions of the Equal Opportunity clause, and that Respondent will retain such certifications in Respondent's files.

b) The non-discriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the U.S. Secretary of labor, are incorporated herein.

16. **CONFLICT OF INTEREST/NON-COLLUSION CERTIFICATION:**

Proposer declares by submission of a qualification package that the only persons, or parties interested in their bid are those named herein, that this bid is, in all respects, fair and without fraud and that it is made without collusion with any other vendor or official of the City of Ocoee. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the contract for the described services.

Proposer certifies that no City Commissioner, other City Official or City employee

directly or indirectly owns assets or capital stock of the bidding entity, nor will directly or indirectly benefit by the profits or emoluments of this proposal. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.)

Proposer certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Proposer agrees to immediately notify the City in writing. **Proposer must submit the attached Conflict of Interest Disclosure Statement.**

The Proposer further declares that a careful examination of the scope of services, instructions, and terms and conditions of this RFP has occurred, and that the proposal is made according to the provisions of the RFP documents, and will meet or exceed the scope of services, requirements, and standards contained in the RFP documents.

Proposer agrees to abide by all conditions of the negotiation process. In conducting negotiations with the City, Proposer offers and agrees that if this negotiation is accepted, Proposer will convey, sell, assign, or transfer to the City all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer. The proposal constitutes a firm and binding offer by the Proposer to perform the services as stated.

17. **PUBLIC ENTITY CRIME STATEMENT:**

a) All invitations to bid, as defined by Section 287.012(16), Florida Statutes, requests for proposals, as defined by Section 287.012(23), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit bid, proposal, or reply on a contract with a public entity for the construction or repair of public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the

convicted vendor list."

b) All Respondents that submit a Bid or Proposal to the City of Ocoee are guaranteeing that they have read the previous statement and by signing the submitted documents are qualified to do so under Section 287.133, (2)(a), Florida Statutes.

18. **PERMITS/LICENSES/FEES:**

a) Any permits, licenses or fees required will be the responsibility of the Contractor; no separate payments will be made. Permit fees are waived for any City of Ocoee permits required.
b) The City requires a City of Ocoee contractor registration if permitting is required. Please contact the City's Building Department at (407)905-3100 extension 1000, directly for information concerning this requirement.
c) Adherence to all applicable code regulations (Federal, State, County, and City) is the responsibility of the Contractor.

19. **STANDARD INSURANCE REQUIREMENTS:**

The Contractor shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the Contractor allow any Subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

a) Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General Contractor and/or subcontractor providing such insurance.
b) Workers' Compensation Insurance: The Contractor shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of $500,000/$500,000/$500,000 for all the Contractor's employees connected with the work of this project and, in the event any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the City, for the protection of the Contractor's employees not otherwise protected.
   - Include Waiver of Subrogation in favor of the City of Ocoee
c) Contractor's Public Liability and Property Damage Insurance: The Contractor shall obtain during the life of this Agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Ocoee as an additional insured, and shall protect the Contractor and the City from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the Contractor or by anyone directly or

indirectly employed by the Contractor, and the amounts of such insurance shall be the minimum limits as follows:

1) Automobile Bodily Injury Liability & Property Damage Liability
   - $1,000,000 Combined single limit per occurrence (each person, each accident)
   - All covered automobile will be covered via symbol 1
   - Liability coverage will include hired & non-owned automobile liability
   - Include Waiver of Subrogation in favor of The City of Ocoee
2) Comprehensive General Liability (Occurrence Form) - this policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the Contractor is primary and non-contributory.
   - $2,000,000 GENERAL AGGREGATE
   - $2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
   - $1,000,000 PER OCCURRENCE
   - $1,000,000 PERSONAL & ADVERTISING INJURY
   - Include Waiver of Subrogation in favor of the City of Ocoee
3) Subcontractor's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The Contractor shall require each subcontractor to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subcontractors in the Contractor's policy, as specified above.
4) Owner's Protective Liability Insurance: As applicable for construction projects, providing coverage for the named insured's liability that arises out of operations performed for the named insured by independent contractors and are directly imposed because of the named insured's general supervision of the independent contractor. The Contractor shall procure and furnish an Owner's Protective Liability Insurance Policy with the following limits: $1,000,000, and per occurrence, $2,000,000. Aggregate and naming the City of Ocoee as the Named Insured.
5) Contractual Liability: If the project is not bonded, the Contractor's insurance shall also include contractual liability coverage to insure the fulfillment of the contract. **NOTE: FOR PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.**
   - $1,000,000 PER OCCURRENCE
   - $2,000,000 AGGREGATE
6) Commercial Umbrella:
   - $1,000,000 PER OCCURRENCE
   - $2,000,000 Aggregate
   - Including Employer's Liability and Contractual Liability
7) Builders Risk: (as applicable for construction projects)
   - $100,000 Any (1) Location
   - $1,000,000 Any (1) Occurrence
8) Certificates of Insurance: Certificate of Insurance Form (see sample below), naming the City of Ocoee as an additional insured will be furnished by the Contractor upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Agent. This certificate shall be dated and show:
   i) The name of the Insured contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, its termination date.
   ii) Statement that the Insurer shall mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy, except ten (10) days written notice of cancellation for non-payment of premium.

ACORD. CERTIFICATE OF LIABILITY INSURANCE

OP ID JC FRAZE-1 | DATE (MM/DD/YYYY) 11/04/04

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Contractor's Name
Address

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: AM Best Rating A- or Better	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
X	X	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC				EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
						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
		AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
X	X	EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$ 1,000,000
						AGGREGATE	$ 2,000,000
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[X] WC STATU-TORY LIMITS [ ] OTH-ER	
						E.L. EACH ACCIDENT	$ 500,000
						E.L. DISEASE - EA EMPLOYEE	$ 500,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
		OTHER Builders Risk				Any 1 Loc Any 1 Occ	100,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The insurance evidenced by this certificate shall name the certificate holders as an additional insured on the General Liability & Umbrella Liability. Workers' Compensation, Employers' Liability & General Liability shall contain a Waiver of Subrogation in favor of the certificate holder. The certificate holder is added as a named insured for Builders Risk.

CERTIFICATE HOLDER

OCOEE01

City of Ocoee
150 N. Lakeshore Drive
Ocoee FL 34761-2258

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

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SAMPLE

20. **SUMMARY OF LITIGATION:**

Provide a summary of any litigation, claim(s), proposal disputes, or contract dispute(s) filed by or against the Respondent in the past five (5) years that is related to the services that the Respondent provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contact dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, please so state. (Attach additional sheets, if necessary)

_____
_____
_____
_____
_____
_____
_____
_____

21. **ACKNOWLEDGMENT OF ADDENDA:**

Respondent acknowledges receipt of the following addenda:

No._____ Dated _____
No._____ Dated _____
No._____ Dated _____

22. **LIST OF SUBCONTRACTORS:**

SUBCONTRACTOR and/or TEMPORARY WORKER AGENCY
NAME/ADDRESS/FEDERAL I.D. NO./CONTACT PERSON/PHONE #:

_____
_____
_____
_____
_____
_____
_____

(Attach additional sheets if necessary)

By submitting a proposal, the Respondent certifies that it has investigated any subcontractor/temporary worker agency listed and has received and has in the Respondent's files evidence that each subcontractor/temporary worker agency maintains a fully-equipped organization capable, technically and financially, of performing the pertinent work and that the subcontractor/temporary agency has done similar work in a satisfactory manner. **It is further acknowledged by the contractor that any CHANGE or OMISSIONS in the subcontractors listed above shall require the City of Ocoee's approval before any work shall commence by the additional subcontractor on this project.**

23. **EQUIPMENT LISTING:**

Please list year, make & model of all equipment that will be used on City of Ocoee properties, including whether owned or leased. If leased please provide name of lessor.

24. **REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR CONTRACTS:**

The Respondent shall provide at least three (3) separate references of previous contracts with similar scope of work within the past five (5) years, preferably with a governmental agency. Respondent must demonstrate ability to perform services of similar complexity, nature, and size. For each previous contract, the Respondent must provide a description of the scope, its location, and a contact person willing and able to discuss the Respondent's performance for that contract. Letters of References may also be provided. Only contracts for which the Respondent was the prime contractor will be considered to be relevant.

DATE OF CONTRACT/AMOUNT OF PROJECT/CLIENT'S NAME AND ADDRESS/ TELEPHONE NUMBER/EMAIL ADDRESS/NAME OF CONTACT, ETC (attach additional sheets if necessary).

Have you any similar work in progress at this time? Yes___ No ___.
Length of time in business_____ years _____months.

Bank or other financial references**:**

25. **SUBMITTALS:**

The City of Ocoee requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, Respondents should follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Respondents with regard to content, rather to ensure the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation; any missing information will be evaluated accordingly.

Submissions shall be limited to a total of **forty (40) 8.5"x 11" pages** (excluding forms included in this RFP), single-sided, portrait orientation, 12-point font, and contained in a three-ring binder or other format amenable to easy photocopying. The page limit applies to the material contained in sections 1 and 2 of the proposal, as described below. The person signing the proposal on behalf of the Respondent shall have the legal authority to bind the Respondent to the submitted proposal. **Failure to adhere to the stated page limit or provide the required content may subject your proposal to disqualification.**

In order to simplify the review process and obtain the maximum degree of comparison, the Respondent should provide the following content when responding to the RFP:

Section 1 - Company Information

- Provide name, address, contact (office and emergency contact) information for the prime, and all sub-contractors, see also Section 22.
- If more than one (1) office, state the location of the headquarters and the office responsible for this contract and the distance in nearest one-way miles from the responsible office to Ocoee City Hall.
- Provide copies of the appropriate State mechanical, electrical, heating & cooling licenses for the prime and sub-contractors (if applicable).
- Provide the number and the names of certified technicians, the office where they are located, and the area of expertise and certification.

Section 2 – Company Experience

- Provide company history, number of years in business, the main focus of the company, etc.
- Provide at least three (3) recent projects completed within the past five (5) years in Florida. For each project, provide client name, client contact information, description of service, project budget, and date completed, see Section 24.
- Describe the type and quantity of service vehicles, specialized tools, etc. as relevant to this contract, see Section 23.
- State and describe any litigation to which the Contractor was a party to and the outcome for the past five (5) years, see Section 20.

Section 3 – Service Rates

- Provide a lump sum amount for the annual scheduled maintenance for all units listed on "Exhibit C – List of AC & Heating Units, Ice Machines, and Water Coolers; on "Price Proposal Form – Exhibit B" provided.
- Provide loaded service rates, dollars per hour for regular (non-emergency) call outs and emergency call outs as described under "Scope of Services."
- Provide percentage mark-up for parts.
- Describe and provide amount for any other fees, travel expenses (if any), delivery charge, surcharges, disposal fees, etc. that may appear on company invoice.

Section 4 – Other Required Content

- Forms listed on Table of Contents as to be submitted with your proposal.
- Bid Security, see Section 1.
- Acknowledgement of any Addenda issued, see Section 21.
- Company Information/Signature Sheet
- Conflict of Interest Disclosure Form
- Drug Free Workplace Form
- M/WBE Certification, if applicable, for the responding firm only. Points will not be awarded for subcontractors. Attach copy of State of Florida Office of Supplier Diversity or County Certificate.
- Office Location of the office that will be servicing this contract.

26. **EVALUATION CRITERIA:**

The criteria for making an award recommendation are:

a) Location of service office (0 – 30 points)
1) Distance (one-way miles) from contractor's office responsible for providing service to the City Hall.
2) Response time to City's requests for routine and emergency calls.

b) Contractor's resources (0 – 20 points)
1) Active State licenses in specialty areas (AC & Heating, mechanical, electrical, etc.)
2) Number of certified technicians and area of certification.
3) Number of service vehicles, spare vehicles, specialized equipment, etc.
4) Brand of AC & Heating equipment supported, manufacturer certification (if applicable).

c) Price proposal (0 – 25 points)
1) Lump sum price proposal for scheduled maintenance.
2) Service call rate for emergency service.
3) Contractor mark-up on parts.

d) Contractors experience (0 – 20 points)
1) Experience with similar service contracts.
2) Overall experience of Contractor in AC & Heating maintenance and installation.
3) Contractor's references.

e) Certified Minority, Women Owned Business Enterprise (0 – 5 points)

27. **SELECTION PROCESS:**

A City evaluation committee will review and evaluate each Respondent's submittal and will short-list and recommend to the City Commission one (1) firm to perform the required services.

The City reserves the right, before awarding the contract, to require a Respondent to submit such evidence of its qualifications, as the City may deem necessary and/or may require oral presentations or interviews of firms. The City Commission shall be the sole judge of the competency of Respondents.

All Respondents shall be notified via Negometrix or other means of staff's recommended ranking of firms to the City Commission. The City Commission's decision to endorse or modify the ranking by staff shall be final. The successful Respondent shall be required to execute an agreement which provides, among other things, that any plans, drawings, reports, and specifications that result from Respondent's services shall become the property of the City. Upon the successful negotiation of an agreement, a formal contract will be prepared and subsequent executed by both parties.

28. **TIME SCHEDULE**

The anticipated schedule of events related to this solicitation is:

October 18, 2020	Request for Proposals advertised
November 3, 2020	Last day for questions
November 10, 2020	Proposal submission deadline
2 days later	Proposals distributed to Evaluation Committee
1-3 weeks later	Evaluation committee meeting held
Next meeting	Top-ranked firm recommended to City Commission

This schedule is subject to change at the discretion of the City.

End of Section

Remainder of page intentionally left blank.

EXHIBIT "A"

SCOPE OF WORK
RFP #21-002 CITY-WIDE AIR CONDITIONING & HEATING MAINTENANCE
TERM CONTRACT

SCOPE OF SERVICES

The City of Ocoee, Florida, in conformance with the policies and procedures of the City of Ocoee (City) is soliciting proposals from qualified and licensed contractors (Contractor) that have experience in providing the necessary services for scheduled and emergency repair, and installation of air conditioning and heating systems throughout the City. The term contract will be for three (3) years with two (2) one (1) year automatic renewal options.

The City intends to award a contract to a single qualified and licensed contractor based on factors included in the evaluation criteria, including but not limited to (1) response time to routine and emergency calls, (2) number of certified AC & Heating Technicians, (3) distance from Contractor's office to City Hall, (4) similar experience maintenance/repair term contracts, (5) lump sum amount for scheduled maintenance & service rate for emergency repairs, (6) Contractor's mark-up on parts, and (7) satisfactory reference check.

The Contract requires the Contractor to provide various scheduled maintenance services and emergency repairs for all AC & Heating units, Ice Machines, and Water Coolers City-wide.

1. Scheduled Quarterly Maintenance

Contractor shall visit each unit listed on Exhibit C (list of city-wide AC & Heating, Ice-Machines, and Water Coolers), every 3-months and perform the following minimum tasks:

a) Clean all refrigerant coils as necessary
b) Clean blower wheels and fan blades as necessary
c) Clean pan and condensation drains.
d) Check refrigerant level and add refrigerant to AC & Heating units as necessary. The refrigerant level does not need to be checked on ice machines and water coolers.
e) Check and adjust belts
f) Check current amperage draw for all motors
g) Check bearings in motors for wear
h) Clean or replace filters as necessary
i) Electrically check compressor motor windings for breakdown
j) Visually inspect electrical parts and connections
k) Exercise machinery for all possible functions to insure proper function
l) Visibly inspect ducts and pipes for damage and contaminants

Upon completion of the scheduled maintenance, Contractor shall submit a report indicating the condition of all units inspected and providing a list of items in need of repair and cost of repair in accordance with the terms of the Contract. Upon authorization to proceed, Contractor shall make the necessary repairs within 5 working days of the authorization.

Contractor shall make every attempt to schedule maintenance activities to avoid or minimize interference with City operations and minimize discomfort to the City employees. Activities for major AC & Heating Units for City Hall, Police Department, Community and Recreation Centers shall be scheduled for non-business hours if the maintenance requires shut down of the system.

City may add additional units to the list provided on Exhibit C at a negotiated charge to satisfaction of both parties. Revisions to the list shall require approval by the Public Works Director and the City Manager on behalf of the City and authorized representative on behalf of the Contractor.

2. Emergency Response

Contractor is required to respond to request for service under emergency conditions within 2 hours of the request. Contractor shall provide 24-hours live dispatch service or a 24-hour cellular number for a licensed and qualified "on-duty" technician for contact by City staff.

If calls for service are answered by voicemail, the maximum wait time for a call back to a recorded voicemail shall be 15 minutes which shall be included in the 2-hour response time. Failure to respond in specified time period to a request for service shall constitute violation of the contract subject to the following penalties:

Tardiness	Penalty
15 to 60 minutes	½ of Service call Rate
60 to 120 minutes	¾ of service call rate
More than 120 minutes	No charge for service call

Three (3) or more violations in a 12-month period may result in termination of the contract at the discretion of the City.

The "on-duty" technician shall have the means to diagnose the trouble and make temporary repairs as needed to make the system operational. Major repairs and part replacement shall begin no later than the next business day or as soon as the part is available. Contractor shall maintain adequate diagnostic equipment and an inventory of common parts for immediate repairs at all times.

For repairs or replacement exceeding $4,999.99, Contractor shall submit a written proposal to the Public Works Director for review and authorization no later than the next business day and prior to commencement of work.

Contractor shall submit an invoice after the completion of the work, which shall describe the work performed, time called, time, arrived, time work complete, labor, and parts.

PERMITS & INSPECTIONS

Scheduled maintenance activities and minor repairs will not require a permit. The Contractor shall be responsible for filing the necessary permit application for non-

emergency major component replacement with the City's Building Department. Under emergency conditions, the permit may be filed within 48-hours of the service call. The City permit fees are waived.

The Contractor shall be responsible for scheduling, attending, and complete all necessary inspections to satisfy the permit requirements.

LICENSES

All contractors and sub-contractors proposed for this project shall be fully licensed in their discipline in the State of Florida as required by Florida law. A copy of the license for the prime and all sub-contractors shall accompany the bid. Failure of the firm to follow the guidelines specified above may result in disqualification from the selection process.

AIR CONDITIONING FILTERS

The filters are provided by the Contractor. There is no list of current sizes or quantities. Most of the filters are located in the air handling units. Some locations have filters in the ceiling instead of AH unit. The filter media is 1" or 2", as required, polyester (white/blue) that is cut to size from a large roll or precut pads and placed into a pad holding frame. The exception to that would be ice machines, water coolers or mini splits that usually have cleanable filters.

End of Scope

EXHIBIT "B"
PRICE PROPOSAL FORM
RFP 21-002 CITY-WIDE AC & HEATING MAINTENANCE TERM CONTRACT

1. **Lump sum amount for quarterly maintenance for all items listed on EXHIBIT C:**

   $_____

_____ dollars and _____cents

2. **Lump sum amount for annual maintenance for all items listed on EXHIBIT C: (Bid Item number 1 amount multiplied by (4) quarters).**

   $_____

_____dollars and _____cents

3. **Rate to be charged for service during business hours (Monday-Friday, 7:30 AM to 5:30 PM):**

   $_____

_____ dollars and _____cents

4. **Rate to be charged for service during non-business hours & holidays:**

   $_____

_____ dollars and _____cents

5. **Mark-up or discount offered for parts: _____% Mark-up_____% Discount**
6. **Distance in one-way miles from Contractor's Service office to City Hall:_____Miles**
7. **Contractor offers 24-hour live dispatch:____Yes _____No**

The City reserves the right to delete any portion of the bid items above in order to meet budget constraints.

_____
Company Name

_____
Contractor's License Number

_____
Authorized Officer (print)

_____
Authorized Signature

_____
Date

EXHIBIT "C"
LIST OF EQUIPMENT - AC & HEATING UNITS
RFP #21-002 CITY-WIDE AIR CONDITIONING & HEATING MAINTENANCE TERM CONTRACT

MAKE	MODEL	SERIAL #	UNIT LOCATION/AREA/TYPE
CITY HALL			
TRANE	TTA180B300FA	325326RAD	small Southside unit-Comm.Cham-outside CDU
TRANE	MCCBO12UAOAOUA	K 03F87307	small Southside unit-Comm.Cham-inside 2nd FL AHU
TRANE	RAUCC20FBX0300	CO3F05459	large Southside unit-2nd FL-outside CDU
TRANE	MCCB017UA0A0UA	K 03F87302	large Southside unit-2nd FL-inside AHU
TRANE	TCH210C300DA	207100281D	Northside unit-1st FL AH/CDU
FUJITSU	AOU12C1	E009085	Southwest unit-1st FL TV-media room- mini split
GOODMAN	GSX130481BB	1209639785	Northside unit-2nd FL computer room CDU
GOODMAN	ARUF486016CA	1104042970	Northside unit-2nd FL computer room AHU
HR/P&R			
TRANE	TTA150B300EA	4063KCAADunit1	Northwest corner unit -whole bldg. outside CDU
TRANE	TTA150B300EA	4071YEKADunit2	Northwest corner unit -whole bldg. outside CDU
MAGUIRE HOUSE			
CARRIER	38ARQ008…501	4209G0075	Northside Lg. outside CDU
CARRIER	40RMQ008...B611HC	3909U20907	Northside 2nd FL-attic AHU
CARRIER	25HCB336A300	2809E20943	Northside Sm. outside CDU
CARRIER	FY4ANF036	4109A69656	Northside 2nd FL AHU
CARRIER	50HJQ006…521	4009G30350	Northside Package Unit
VIGNITY RECREATION CENTER			
TRANE	TWE120B100EL	6512RJBD	AHU
TRANE	2TTB3060A1000AA	71737EX2F	CDU
TRANE	2TTB3060A1000AA	6431KP21F	CDU

LAKESHORE CENTER (NEW)

- York AquaSnap high-efficiency air-cooled rotary scroll chiller, Model No. YLAA0058HE17 Serial #11551L85739245, rated at 39 tons with dual 3 HP pumps and 241-gallon chilled water storage tank (chiller is mounted on top of tank in exterior enclosure). Warranty for first year covers parts, labor, and refrigerant on everything; compressor-only warranty for years 2-5.
- Carrier Aero indoor air handler unit, Model No. 39MN, using 12 16"x25" filters, 10 HP motor, and ABB Model No. ACH550 pulse-width modulator adjustable speed AC drive controller. Warranty covers parts and labor for 24 months after start-up.
- Six Carrier variable air volume terminal boxes with electric heat, Model No. 35E; four different sized units are installed: 2 @ Size 12 and one each of sizes 10, 14, and 16. One-year parts warranty.
- Kitchen exhaust fan, Greenheck Model No. SQ-100-A, with Greenheck Model No. CUBE-161HP-4 through-the-roof exhaust fan.

BEECH CENTER			
TRANE	TWE042C14FCO	P216LC1V	Northwest unit inside-offices-AHU3
TRANE	TWEO6OP13FBO	P1332GO1V	Northwest unit inside-offices-AHU4
TRANE	WBHA24J11NFBA1	TMO7OOO528O	Northside unit ceiling- studio inside AHU
TRANE	WBHA24J11NFBA1	TMO7OOO5281	Northside unit ceiling-workout inside AHU
TRANE	TWE120A300CA	P1435RC5H	Southside unit ceiling-storage inside-AHU
TRANE	TTAO42D3OOBO	P163K8DFF	Northwest outside unit Offices CU3
TRANE	TTAO42D3OOAO	P1O5T8C2F	Northwest outside unit Lobby CU4
GOODMAN	GSC130601DB	1306006547	Northwest outside unit Work out CU1
GOODMAN	GSC130601CB	1105656342	Northwest outside unit Dance rm. CU2
CARRIER	38ARD012…501	4609G4011B	Southeast outside unit Storage CU
CARRIER	50A4BO4OBRG611EE	0612U05015	Southeast-Gym package unit
FIRE STATION #25 (BLUFORD AVE)			
	Support Chief	HIRA048525Aunit1	outside CDU -inside AHU
	Lobby	HIRA042525Aunit2	
	Offices/Lib/Meeting	HIRA060525Aunit3	outside CDU -inside AHU: F2P060N06B
	Training	HIRA024506Dunit4	outside CDU -inside AHU: F2RPO24N06B

	Corridor/Batt. Chief	HIRA076525Aunit5	outside CDU -inside AHUK4EU090A33A
		H2RCO18506Aunit6	outside CDU -inside AHU: F2RP018N06B
		H1RA048525Aunit7	outside CDU -inside AHU: F2FP048N06B
FIRE STATION #26 (CLARKE RD)			
GOODMAN	CKL24-1L	0504136674	
GOODMAN	ARUF024-00A-1A	506042781	Northwest unit inside bay storage- AHU
FIRE STATION #38			
GOODMAN	*GPC1460H4IEC*	*1909373789*	
FIRE STATION #39 (MAGUIRE RD)			
AMANA	ASX140241LA		CDU Bay
AMANA	ASPT29B1YAB		AHU Bay
CARRIER			7.5 TN Package unit Eastside
SOUTH WATER PLANT			
	2TWB00361000AB	5162UJM4F	North outside CDU- inside AHU
WASTEWATER PLANT			
TRANE	TWA120A300BA	H48198601	Westside outside Heat Pump/CDU
TRANE	TTB024C100A2	3131WDG5F	Westside outside CDU
TRANE	TWE120A300BA	H40170310	inside AHU
TRANE	TWE0124C14FBO	3126AX72V	in ceiling AHU
HACKNEY-PRAIRIE WATER PLANT			
FRIDRICH	WE12A33E-A	LBCR19003	Window Unit
WATER PLANT ADMINISTRATION			
TRANE	TWA120A300BA	H48198601	Westside outside heat pump/CDU
TRANE	TTB024C100A2	3131WDG5F	Westside outside CDU
TRANE	TWE120A300BA	H40170310	inside AHU
TRANE	TWE0124C14FBO	3126AX72V	in ceiling AHU
ISONS&V			
CARRIER	ASPT62D2AA		AHU1
CARRIER	FA4BNF036	4605A71908	AHU2
CARRIER	FA4BNF036	4605A71914	AHU3
CARRIER	ASPT61D14AC		AHU4
AMANA	ASX140601KB		CU1
GOODMAN	GS2140601KE		CU2
CARRIER	38CKC036350	4305E31083	CU3
CARRIER	38CKC036350	4305E31080	CU4
WW ADMIN			
TRANE	2TEC3F60B1000AA	8015SP2V	AHU1
TRANE	2TEC3F42C1000AA		AHU 2
TRANE	2TTB3060A1000AA	81518RY2F	CDU 1
TRANE	2TTB3042A1000AA	84057394F	CDU 2
JAMELA STORAGE			
GOODMAN	GSX13421BC		AH west
GOODMAN	ARUF42C14AD		CU east
PUBLIC WORKS			
CARRIER	40RN-012-B611HC	2706U15111	AH 1 ADMIN
CARRIER	38ARD012-501	2206G40165	CU 1 ADMIN
CARRIER	FA4CNF024	2806A76549	AH 2 sign shop
CARRIER	24ABR324A310	0706E10895	CU 2 sign shop
CARRIER	FA4CNB060	2006A85646	AH 3 fleet
GOODMAN	GSC130601CB	1205030566	CU 3 fleet

POLICE DEPARTMENT

	PA13NR036-H	3708X72925	CUIA Computer Room
CARRIER	FB4CNF060	4211AB4079	AHU 1
CARRIER	FB4CNF060	0312A85547	AHU 2
CARRIER	FY4AN84735	0510A84735	AHU 3
AMANA	ASX140481KC		AHU 4
CARRIER	FB4CNF060	2311A85230	AHU 5
LENNOX	CB21V-65-2P	5894F26080	AHU 6
LENNOX	CB21V-51-2P	5894H13567	AHU 7
CARRIER	24ABB360A520	4311E00703	CU 1
CARRIER	24ABB360A520	0512E01199	CU 2
CARRIER	25HBC360A500	1110E19072	CU 3
CARRIER	FB4CNFOGO		CU 4
CARRIER	24ABB360A520	2111E21170	CU 5
LENNOX	HP29-060-7Y	5807A09603	CU 6
LENNOX	HP29-048-7Y	5806K01145	CU 7
BARD	WH184-A04	257A092594802-02	Holding Area Package unit

ICE MAKERS

CH	ICE O MATIC	ICE U 150HA2	D438-00455-Z	2nd FL Break room
PW	ICE O MATIC	ICE0500HA5	13051280011387	Bay
FS 1	MANIT0WOC	S 400	O30320606	Garage Bay
FS 2	MANIT0WOC	S 400	O30320108	Garage Bay
FS 3	ICE O MATIC	KC400HAPB1	V71202983 Z	Garage Bay
WW	HOSHIZAKI	KM500MAH	M25674K	North side outside
BC	SCOTSMAN	CO522MA-11B	12081320016710	KITCHEN
IC	SCOTSMAN	CU1526SA-1A	13061320010307	KITCHEN

WATER COOLERS

CH	Halsey	2 units	74158365001	1st floor lobby & second floor hallway
FLT	OASIS	P8AM-D101	22351165	Service bay
FS 1	SUNROC	2 Units	Dual	Service bay & lobby
FS 2	ELKAY			Service bay
FS 3	ELKAY			Service bay
WW	ELKAY		Upright Unit	
PD	Halsey		79158365001	Hallway
PD	Halsey Taylor		Dual	Lobby
PD	Halsey Taylor	4421855001		Hall
PD	Halsey Taylor	HAC-8FS-Q	940534183	Hall
WP	ELKAY		Upright Unit	Maguire Road Water Plant
PW	EBCO/OASIS	DP7WMPE	8413068415	Bay
BC	ELKAY	EZFSTL81B	070431118	LOBBY
IC	ELKAY	EXFSTL81B	060416583	LOBBY
CL	Halsey Taylor	HTV-8-Q-TTG		LOBBY
PW	ELKAY	EZFSTLR81B	060912311	LOBBY
PW	ELKAY	EZFSTLR81B	060823551	BAY

FS = FIRE STATION
PW = PUBLIC WORKS
WW = WASTEWATER PLANT
CH = CITY HALL
PD = POLICE DEPARTMENT
WP = WATER PLANT
BC = BEECH CENTER
IC = ISON CENTER
CL = CLINIC

End of Equipment List

RFP #21-002 COMPANY INFORMATION/SIGNATURE SHEET

FAILURE TO COMPLY WITH THE RFP INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR PROPOSAL. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFP INSTRUCTIONS AND THAT YOU UNDERSTAND THAT THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO ENTER INTO A LEGALLY BINDING CONTRACT WITH THE CITY OF OCOEE.

_____ _____
COMPANY NAME TELEPHONE (INCLUDE AREA CODE)

_____
FAX (INCLUDE AREA CODE)

_____
E-MAIL ADDRESS

_____ IF REMITTANCE ADDRESS IS DIFFERENT
AUTHORIZED SIGNATURE (manual) FROM PURCHASE ORDER ADDRESS,
PLEASE INDICATE BELOW:

_____
NAME/TITLE (PLEASE PRINT) _____

_____ _____
STREET ADDRESS

_____
CITY STATE ZIP

FEDERAL ID #_____

_____Individual _____Corporation _____Partnership _____Other (Specify)_____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____day of _____, 20____.

Personally Known_____ or
Produced Identification_____

_____ Notary Public - State of _____
(Type of Identification) County of _____

_____
Signature of Notary Public

_____
Printed, Typed or Stamped Commissioned
Name of Notary Public

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that it has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder: _____

Signature _____

By: _____
(Print or Type Name)

Title: _____

Date: _____



CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their RFP: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, who owns assets or capital stock, directly or indirectly, in the Proposer's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this RFP. (Indirect ownership or benefit applies to any members of his or her immediate family.) Proposer certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Proposer agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Staff, and other key City employees and consultants involved in the award and administration of this contract.

According to Chapter 112, Florida Statutes, the term "conflict of interest" "means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest", and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

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

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this RFP.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this RFP.

Acknowledged by:

_____
Firm Name

_____
Signature

_____
Name and Title (Print or Type)

_____
Date

EXHIBIT "D"
PROPOSED AGREEMENT FOR
RFP #21-002 AIR CONDITIONING & HEATING MAINTENANCE TERM CONTRACT

THIS AGREEMENT FOR AIR CONDITIONING AND HEATING MAINTENANCE TERM CONTRACT (this "Agreement") is made this _____ day of _____, 20____, by and between the **CITY OF OCOEE**, a Florida municipal corporation, whose mailing address is 150 North Lakeshore Drive, Ocoee, Florida 34761 (hereinafter referred to as the "City") and _____ _____, a _____ corporation, whose mailing address is _____ _____(hereinafter referred to as the "Contractor").

W I T N E S S E T H:

WHEREAS, the City desires to enter into an Agreement with the Contractor to perform the work set forth in that certain Request for Proposals RFP #21-002 (the "Work"), and any amendments thereto being attached hereto as Exhibit "A"; and

WHEREAS, the Contractor is capable of performing the Work and agrees to perform the Work pursuant to the terms of this Agreement, and for the amounts specified in the Contractor's Proposal, the Contractor's Proposal and any amendments thereto being attached hereto as Exhibit "B".

NOW THEREFORE, in consideration of the premises and other good and valuable considerations exchanged between the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Scope of Agreement. The terms and conditions of Exhibit "A attached hereto as well as the terms and conditions of Exhibit "B" attached hereto are incorporated by reference herein as fully as if herein set forth. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, labor, supervision, and consumables to complete the Work.

Section 2. Term of Agreement. This Agreement shall consist of one (1) initial three (3) year term beginning on _____(the "Effective Date"), with two (2) separate automatic one-year extensions, for a total of five (5) years, unless terminated by the City upon the issuance of written notice by the City to the Contractor provided not later than thirty (30) days prior to the expiration of any renewal year term. The City shall have the option of extending the term an additional one (1) year. Each term is renewable with the condition that the City's obligation to pay under this Agreement for each year is contingent upon the City in its good faith judgment having sufficient funds to make an annual appropriation for the work to be provided under this agreement.

Section 3. Compensation. Contractor agrees to provide the services and materials as specified in Exhibit "A" for the amount specified in Exhibit "B". The amount as specified in Exhibit "B" may be increased or decreased by the City under the Extra Work provision of this Agreement, through the issuance of an Addendum, if applicable. Any prices specified in this Agreement, will remain firm for the first year of this Agreement. Price adjustments will be allowed pursuant to the Price Adjustment provision of this Agreement.

Section 4. Payment. All invoices received by the City are payable within (30) days from receipt, provided they have first been approved by the City, and the City has accepted the Work for which

payment is sought. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor. All invoices shall be in duplicate and directed to: City of Ocoee, Accounts Payable, 150 North Lakeshore Drive, Ocoee, Florida 34761-2258. **All invoices must be clearly marked: City Agreement #RFP 21-002 Air Conditioning & Heating Maintenance Term Contract.**

Section 5. General Conditions.

A. Patents and Copyrights. The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

B. Termination for Default.

1) The performance of Work under this Agreement may be terminated by the City, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet the performance requirements of this Agreement.

2) The City has a right to terminate for default if the Contractor fails to perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.

3) Failure of a Contractor to perform the required Work within the time specified, or within a reasonable time as determined by the City or failure to redo the Work when so requested, immediately or as directed by the City, shall constitute authority for the City to hire another contractor to perform the Work. In all such cases, the Contractor or his surety, shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Agreement prices.

4) Should public necessity demand it, the City reserves the right to utilize services which are substandard in quality, subject to an adjustment in price to be determined by the City. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the City that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.

5) Termination for Convenience. The City may terminate this Agreement at its convenience with thirty (30) days advance written notice to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination.

C. Warranty. The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in-effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either

redo such portions of the Work to correct such fault, defect or error, at no additional cost to the City or refund to the City the charge paid by the City which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for obtaining another Contractor to redo the Work.

ALL MATERIALS PROVIDED BY THE CONTRACTOR, SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED.

THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

D. Time of Completion. The parties understand and agree that time is of the essence in the performance of this Agreement. The Contractor agrees that all Work shall be performed regularly, diligently, and uninterrupted within the time specified. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City may at its discretion, cancel this Agreement for the convenience of the City.

E. Indemnification. To the fullest extent provided by law, Contractor shall indemnify, defend and hold harmless the City and all of its officers, agents and employees from all claims, loss, damage, cost, charges or expense including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor, its agents, employees, or subcontractors during the performance of the Agreement. The City shall use its best efforts to promptly notify the Contractor in writing of any Claims and shall provide the Contractor with information regarding the Claims as the Contractor may reasonably request, but the failure to give such notice or provide such information shall not diminish the obligations of the Contractor under this Section. No Claims whatsoever shall be made or asserted against the City by the Contractor for or on account of anything done or as a result of anything done or omitted to be done in connection with this Agreement.

F. Correction of Work. The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to this Agreement whether observed before or after substantial completion of the Work. The Contractor shall bear all costs of correcting such rejected Work. In the event that Contractor fails to timely mow or otherwise maintain a portion of the work, then the City, at its sole discretion and without waiving any other rights or remedies under this Agreement, may deduct from any amounts due under this Agreement,

the actual cost paid by the City to a third party to perform the work. If the City performs such work with its own personnel then the City may deduct from any amounts due under this Agreement such amount equal to what the Contractor would have charged for doing the work, plus 15% of such amount.

G. Right to Audit Records. The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

H. Information. All information, data, designs, plans, drawings, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

I. Safety Measures. The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the workers and public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.

J. Extra Work. The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written Addendum to this Agreement, and shall be executed under the applicable conditions of the Agreement.

K. Price Adjustments. Pricing is firm for first year term of this agreement. The contract labor rates may increase up to 3% upon renewal of the contract each year. All other provisions of the contract shall remain constant for the life of the contract. For the renewal terms of this Agreement, if the Contractor proposes to make a price adjustment, the Contractor shall first give the City written notice thereof, with explanations stated for the price adjustment, and such notice shall be given at least one hundred-twenty (120) calendar days prior to the one (1) year renewal term for which the price adjustment is sought. Nothing contained herein shall affect the City's right to terminate this Agreement for Convenience as provided herein.

L. Familiarity with The Work. The Contractor by executing this Agreement, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as the Contractor's stated commitment to fulfill all the conditions referred to in this Agreement.

Section 6. Miscellaneous Provisions.

A. The Contractor shall not employ subcontractors without the advance written permission of the City.

B. No assignment by a party hereto of any rights under, or interests in, the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due, and moneys that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Florida or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.

C. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.

D. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the City.

E. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.

F. The Contractor shall at all times, keep the Work area free from accumulation of waste materials or rubbish caused by its operations, and promptly remove any such materials to an approved disposal location.

G. The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.

H. This Agreement is considered a non-exclusive Agreement between the parties.

I. This Agreement is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. The parties agree that the provisions of Chapter 558, Florida Statutes are not applicable to this Agreement.

J. Waiver of Jury Trial; Legal Costs. It is mutually agreed by and between the Contractor and Owner that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. The parties further agree that the sole and exclusive venue for any action to enforce this agreement shall be in The Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

K. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

L. The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted proposals for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that it is authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.

M. This Agreement, including Exhibit “A” and Exhibit “B”, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

IN WITNESS WHEREOF, Contractor and the City have caused this Agreement for Air Conditioning and Heating Maintenance Term Contract to be executed by their duly authorized officers as of the day and year first above written.

CONTRACTOR: _____

BY:_____

PRINT NAME: _____

TITLE: _____

WITNESSES:

NAME:_____ NAME:_____

TITLE: _____ TITLE: _____

OWNER: CITY OF OCOEE, FLORIDA

ATTEST:

BY: _____
Beth Eikenberry, City Clerk

(SEAL)

APPROVED:

BY: _____
S. Scott Vandergrift, Mayor

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA
APPROVED AS TO FORM AND LEGALITY

this ___ day of _____, 2014

SHUFFIELD, LOWMAN & WILSON, P.A.

BY: _____
Scott A. Cookson, City Attorney

APPROVED BY CITY OF OCOEE
COMMISSION AT A MEETING HELD
on _____, 2014, under Agenda Item ____.

END OF SECTION

STAFF REPORT

Meeting Date: December 2, 2025
Item #: 8

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval to Piggyback Omnia's Contract for the Implementation of the Brightly Asset Management Platform. (Utilities Director Bolling)

Background Summary: The City of Ocoee is experiencing rapid growth and redevelopment, placing increasing demands on infrastructure and public services. Currently, individual departments rely on their own tools for maintenance and planning. This creates a fragmented approach that limits efficiency, response time, interdepartmental coordination, customer service, and long-term data-driven planning.

Brightly provides a unified asset management platform that consolidates all asset information (maintenance history, performance data, and asset location) into a single, centralized system, enabling comprehensive lifecycle asset management that includes planning, acquisition, maintenance, and disposal. It streamlines workflows and provides features like GIS mapping and mobile apps for inspections and maintenance. Brightly will provide transparency and better management of public roads, parks, sidewalks, buildings, and utilities.

Implementing Brightly will:

- Increase operational efficiency
- Reduce costs through predictive maintenance and asset tracking
- Improve the reliability and performance of city assets and extend the life of city assets
- Support regulatory compliance
- Strengthen financial planning and forecasting
- Help us better serve our residents and businesses
- Enable better management of public roads, parks, sidewalks, buildings, and utilities.

The implementation of Brightly City-wide is more than a system upgrade; it is a foundational strategic step that will define the future reliability and financial stewardship of the City of Ocoee. Its capabilities in predictive maintenance asset investment, and planning will enable us to deliver on our commitment to the community by creating safer, more reliable, and more sustainable infrastructure.

Staff is requesting approval to piggyback on the Omnia Contract # R 210702 for the implementation of Brightly asset management platform. Brightly has submitted a quote for implementation of the Brightly asset management platform in the amount of $133,686.05.

Issue:
Should the Honorable Mayor and City Commissioners approve to piggyback the Omnia Contract # R210702 and award the asset management contract to Brightly in the amount of $133,686.05?

Recommendations:
Staff recommends that the Honorable Mayor and City Commissioners approve piggybacking on the Omnia Contract # R210702 and award implementation of the asset management platform to Brightly in the amount of $133,686.05, and authorize the Mayor to execute the required contract. Staff also recommends that the City Manager be authorized to approve changes to this contract up to the limit of his purchasing authority for each change order and up to the budgeted amount for this project for all change orders.

Attachments:
1. Brightly Software Proposal
2. R210702 BrightlySoftware
3. R210702 Dude Solutions

Financial Impacts:
The Brightly will be funded from the FY 25/26 approved budget as follows:
401-535-10-3400 $35,000 (Utilities)
401-533-10-3400 $35,000 (Utilities)
103-538-20-3400 $45,000 (Stormwater Operations)
001-572-10-3400 $8,250 (Parks)
001-572-00-3400 $8,250 (Recreation)
001-541-10-3400 $4,500 (Street Operations)

Type of Item: Consent

PREPARED FOR

City Of Ocoee ("Customer")

150 North Lakeshore Drive

Ocoee, FL 34761

PREPARED BY

Brightly Software Inc

4242 Six Forks Road, Suite 1400

Raleigh, NC 27609

PUBLISHED ON

September 25, 2025

- Omnia Partners Contract Number: R210702
- https://www.omniapartners.com/suppliers/brightly/public-sector

Subscription Term: 15 months (07/01/2026 - 09/30/2027)

Cloud Services

Item	Start Date	End Date	Pricing Based On	Investment
Public Infrastructure - Core	7/1/2026	9/30/2026		14,030.55 USD
Confirm Core	7/1/2026	9/30/2026	1.00 Base	
Confirm Core User	7/1/2026	9/30/2026	10.00 Users	
Confirm Core Connect	7/1/2026	9/30/2026	34.00 Users	
Confirm Core Workzone	7/1/2026	9/30/2026	17.00 Users	
Confirm Integration - Tier 2	7/1/2026	9/30/2026	1.00 Each	1,130.00 USD
Confirm Integration - Tier 3 On-premises	7/1/2026	9/30/2026	1.00 Each	3,874.50 USD
Asset Essentials Enterprise	7/1/2026	9/30/2026	99,999.00 Sq. Ft.	1,388.50 USD
- Facilities/Physical Plant Module	7/1/2026	9/30/2026		Included
- Asset Essentials Analytics	7/1/2026	9/30/2026		Included
- Asset Essentials Inventory	7/1/2026	9/30/2026		Included
- AE Safety	7/1/2026	9/30/2026		Included
				Subtotal: 20,423.55 USD

Cloud Services

Item	Start Date	End Date	Pricing Based On	Investment
- GIS Asset Management	7/1/2026	9/30/2026		Included
				Subtotal: 20,423.55 USD

Professional Services

Item	Pricing Based On	Investment
Professional Services		90,693.60 USD
On-site incidental expenses		*See Note Below
Integration Implementation Services		8,680.00 USD
- Professional Services & Project Management	10.00 Hour(s)	
- Connection, Configuration, & Validation	22.00 Hour(s)	
Asset Essentials Enterprise Implementation with Consulting	99,999.00 Sq. Ft.	10,888.90 USD
		Subtotal: 110,262.50 USD

Total Initial Investment	**130,686.05 USD**

* Incidental travel related expenses will be invoiced to Client at cost but are not anticipated to exceed $3,000 per week, per resource for on-site services.

Total Initial Investment With Travel Allowance
= $130,686.05 + $3,000 maximum travel expense allowance = $133,686.05

Cloud Services Subscription

Item	Investment Year 2 Start Date: 10/01/2026
Public Infrastructure - Core	56,122.20 USD
Confirm Core	
Confirm Core User	
Confirm Core Connect	
Confirm Core Workzone	
Confirm Integration - Tier 2	4,520.00 USD
Confirm Integration - Tier 3 On-premises	15,498.00 USD
Asset Essentials Enterprise	5,554.01 USD
- Facilities/Physical Plant Module	Included
- Asset Essentials Analytics	Included
- Asset Essentials Inventory	Included
- AE Safety	Included
- GIS Asset Management	Included
Total:	81,694.21 USD

To be budgeted next FY

Confirm Enterprise Implementation
Scope of Work

This scope of work (SOW) is dated as of **September 19, 2025,** and is entered into and between **Brightly Software, Inc.** (Company) and **City of Ocoee** (Customer). The Company and Customer (Parties) are executing this SOW solely for the purpose of enabling and authorizing Company to provide professional services to Customer.

SUMMARY:

Company will provide certain professional services to Customer. These professional services include:

- Confirm Enterprise implementation
- Enterprise project management
- Training
- Historical work order import

Confirm is Company's EAM (Enterprise Asset Management) software that will allow the Customer to manage public infrastructure assets, control budgets, and maintain predictive and preventative maintenance tasks.

Company follows the below implementation methodology, which outlines pre-defined phases, milestones, and deliverables to provide a clear, concise, and detailed path. It mitigates risk and creates a shared understanding among stakeholders and team members.

Plan: This project stage establishes a foundation for the project's success by defining key stakeholders, developing a project plan, and establishing a clear governance framework with defined roles and responsibilities. The Company Project Manager will lead the project kick-off during this stage.

Design: Company consultant conducts thorough stakeholder interviews during the Design stage to understand the Customers current processes and determine the appropriate account configuration. Business requirements will be documented and reviewed for Subscriber acceptance prior to moving to the next project stage. The Company project manager continues to work the project plan, communicate proactively with stakeholders, and actively managing risks.

Build: Company consultant demonstrates, configures, and adjusts the Company Confirm solution according to Customers agreed requirements and imports applicable data during Build stage. Final configuration will be demonstrated and reviewed for Customer acceptance prior to moving to the next project stage. The Company project manager continues to work the project plan, communicate proactively with stakeholders, and actively managing risks.

Test: Ensures the configured solution meets the documented business requirements and is ready for deployment. This stage focuses on executing a testing strategy that validates the configuration, data quality, integrations (if applicable), and any other approved scope. The Company project manager continues to work the project plan, communicate proactively with stakeholders, and actively managing risks.

Deploy: The final stage of a Company Confirm implementation project, where Customer is trained according to scope, and the thoroughly tested and validated solution is made available to end-users. Company implementation project team will support Customer during a 3 days of production environment adoption time followed by a transition to Company's Support team.

IN SCOPE:

The items below will be in scope of this SOW:

1. Enterprise Project Management
    a. Includes the initial scheduling of the kickoff call, scheduled meeting, close out meeting and managing project risks.
    b. Monthly project management oversight meetings, a customized project plan, and creation of Work Breakdown Structure (WBS) or Gantt chart.
2. Enterprise implementation for the following asset class(es) and sub asset types:
    i. Streets/Traffic
        a) Centerlines
        b) Signs
        c) Sidewalks
        d) Street Lighting
        e) Bridges
        f) Abutments
        g) Decking
        h) Lighting
        i) Utility
        j) Traffic signals
        k) Traffic communication systems
        l) Fiber
    ii. Stormwater
        a) Mains
        b) Manholes
        c) Catch Basins
        d) Outfalls
        e) Inlets
        f) Culverts/Ditch lines
    iii. Parks
        a) Forestry
        b) Hardscapes
        c) Landscapes
        d) Irrigation
        e) Athletic Fields
        f) Trash Bins
        g) Accessories – Benches, Grills, Tables, etc.
    iv. Water Distribution
        a) Mains
        b) Valves
        c) Hydrants

d) Curb Stops
e) Meters
f) Pump Stations
g) Towers
h) Backflow
i) Service Lines
j) Water Treatment Plant
I. Chemical Feed Lines (Process)
II. Water Lines (Potable)
III. Water Lines (Non-Potable)
IV. Clarifiers
V. Ground Storage Tanks
VI. Elevated Storage Tanks
VII. Pump Stations
VIII. Data/Fiber Utility
IX. Pumps/Variable Frequency Drives
X. Filtration

v. Waste Water Collections
a) Gravity Mains
b) Forced Mains
c) Manholes
d) Pump Stations
e) Meters
f) Valves
g) Wastewater Treatment Plant

3. Training: Persona user training for up to 51 Customer users
4. Training: Full user training for up to 10 Customer users
5. Historical work order import of up to 15,000 records

PROJECT SCHEDULE:

Each project total duration time varies and is dependent on the full participation and availability of the Customer. Project schedule and timelines will be determined by the Company project manager following the initial kickoff call.

Plan

- Identify project stakeholders
- Establish project teams
- Company will facilitate the kick-off call
- Company deploys Confirm environment
- Customer is provided access to Company's online learning management system
- **Acceptance:** Customer acceptance of key project milestones

Design

- Company performs ongoing schedule management
- Company provides ongoing risk / issue management

- Discovery workshop / requirement gathering: Company performs per asset class of up to 6-hours
- Geo spatial review: Company reviews the asset register per asset class of Customer data. Up to 6-hours of Customer facing meetings.
- Business Process Walkthroughs: Company performs detailed overview of the operations of Confirm to ensure Customer can successfully prepare for Localization Workshops of up to 12-hours.
    - Inquiries
    - Jobs or Works Management
    - Defects
    - Inspections
- Localization Workshops: Company consultant led workshop of up to 12-hours with Customer being responsible for completing documentation in Confirm for the following areas:
    - Inquiries
    - Jobs or Works Management
    - Defects
    - Inspections
- Company modifies default process diagrams according to Customer requirements and provides process diagrams to Customer prior to moving to Build phase.
- Historical work order import
    - 1-hour requirement review call to review the detailed requirements of the work order import service, including data structure, volume, and any specific mapping needs.
    - Customer provides historical work order data for Company review. This initial assessment will determine the data's compatibility and feasibility for import into the system.
    - If the data is deemed feasible for import, Company will conduct a comprehensive review of the provided data set and provide any data discrepancies or gaps that require resolution.
    - Customer will be responsible for addressing and resolving all identified data gaps and inconsistencies to ensure the data meets the necessary import specifications
    - Upon resolution of data gaps, a review session will be scheduled to validate the prepared work order import file. The total duration for this session(s) will not exceed 4 hours.
- **Acceptance:** Customer has signed the following acceptance documents:
    - Discovery workshop requirements
    - Geographic Information System (GIS) spatial review
    - Localization process templates
    - Prepared work order import template

Build

- Ongoing schedule management
- Ongoing risk / issue management
- Company will:
    - Confirm environment adapted to Customer specific requirements
    - Data load of Customer Localizations completed
    - GIS integrated for spatial data
    - Test the build for quality assurance

    - Configuration Demonstration
- Historical work order service
    - Company will prepare the work order template and configure the required data fields within the system to align with historical data structure
    - Company will execute the import of historical work order data
    - Post import review session(s) will be scheduled to review the loaded data and address any final minor adjustments. Any modifications identified during this session will be completed, not to exceed a total of 4 hours of effort.
- **Acceptance:** Customer accepts that the configuration demonstration meets documented requirements.

Test

- Company validates solution meets agreed business requirements
- User acceptance testing is led by Company consultant and performed by Customer:
    - Company provides specific User Acceptance Testing (UAT) scripts to Customer and completes walkthrough script with Customer
    - GIS integration testing
    - Customer continues testing on their own
- **Acceptance:** Customer signs off UAT script and successful GIS integration testing.

Deploy

- Company migrates Confirm solution to production environment
- User training takes place based on training package purchased – Reference “IN SCOPE” and “ASSUMPTIONS - Training” section of this SOW
- Company provides up to 3 days of production environment adoption time
- Project close out meeting of up to 1 hour
- **Acceptance:** Training delivered, Production environment adoption completed, and project close out meeting occurs.

ASSUMPTIONS:

Travel

- Company delivers all services virtually. However, the following areas are highly recommended to be delivered on-site: Localization workshops, User Acceptance Testing, Training, and production environment adoption time.
- If Customer requests onsite services, Customer accepts any actual and reasonable travel and related expenses which are not included in the services fees.

Data

- Customer will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If Customer is unable to provide data in an acceptable format for import, Company Consultant will guide Customer on how to manually create records.

- For the avoidance of doubt, no data extraction or migration services are covered under this SOW for data from any existing Customer system(s).
- Consultant will not access any 3rd party systems for the purpose of exporting data as data migration services are not included.
- If any additional data requirements arise during the project, additional services may be purchased using the change management process outlined in this SOW.

Historical Work Order Import

- The asset and location source data must exist and align in Confirm prior to the historical work order import.
- If the asset and location source data does not exist in Confirm, Company can associate work orders to a single, sample asset.
- The scope of the historical work order import service is limited to a maximum of 15,000 work orders. Additional work orders beyond this volume will require a scope change and additional fees.
- Customer is responsible for addressing and resolving any identified data gaps, inconsistencies, or formatting issues within the historical work order data provided prior to the import process
- The historical work order import service does not include the import of inspection records
- Meeting and review time allocations:
    - Initial requirements review call not to exceed 1 hour
    - Review call to validate the prepared work order import file, not to exceed 4 hours
    - Post-import data review meeting(s), not to exceed 4 hours

Training

- Customer shall have unlimited access to e-learning training modules
- Customer is responsible for ensuring all necessary individuals who are responsible for training Customer resources are present at the training sessions
- Any individual training sessions shall:
    - not exceed ten (10) attendees per Company Consultant
    - be scheduled for no less than one (1) hour and no more than eight (8) hours
    - be conducted by Company Consultant as agreed upon with Customer
- **Full user training:**
    - Full user training of up to ten (10) Customer users and up to to 32 hours in total
    - Full user training is designed for Supervisors/Managers, Administrative Assistance, and Directors that provides a non-technical training of Confirm
    - The training provides an everyday use of Confirm web and work zone. Covers the following areas below:
        - Inquiries
        - Defects
        - Jobs
        - Work Zone Scheduling
        - Inspection Routes
        - Dashboards
        - Delivering standard reports
        - User Administration

- **Persona user training:**
    - Persona training of up fifty-one (51) Customer users and up to 16 hours in total
    - This training is designed for Supervisor, Assignees, and Technicians responsible with assignment and accepting work daily in Confirm.
    - This training covers the following areas:
        - General Use of Mobile App
        - Work Zone Scheduling
        - Use of Connect
            - Ad-hoc Inspections and Scheduled Inspections
            - Accepting on jobs
            - Creating and Updating Assets
            - Creating Defects
            - Creating Requests/Inquiries

Production Environment Adoption

- Before the close out meeting of the Deploy phase, a Company consultant will provide up to 3 days of adoption time.
- If Customer does not attend a scheduled check-in or require assistance, Production environment adoption will be assumed complete.

General Project Assumptions

- Company will only perform each project phase once and the implementation of all asset classes needs to completed within each project phase. Example: All asset classes purchased will be completed in the Design phase.
- Professional Services ordered hereunder will be available to Customer for 365 days from Statement of Work Effective Date. After such date any unused portion of the Services defined will be forfeited unless otherwise agreed to by both parties. No forfeiture will occur if the parties are diligently working to completion.
- Customer has up to 10 business days to confirm deliverable acceptance per stage. No response will be interpreted as acceptance.
- Customer will provide a single point of contact/project manager for the duration of the project and Customer will provide access to the following resources as necessary: Business Lead, Testing Lead, and Technical Lead
- Customer IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate Customer resources will be available for all scheduled activities. Canceling or rescheduling Company consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- Services will be provided in the English language and during the following hours Monday to Friday 8:30am to 5pm, Eastern Standard Time. Excluding any holidays that the United States of America observes.
- Any services not explicitly included in this SOW are assumed to be out of scope. For the avoidance of doubt the following are out of scope:
    - multiple iterations of each phase will be subject to Change Management

- data extraction or migration services
- contracts and payments setup, configuration and training
- Confirm Application Programmable Interface (API) is provided but data integration services are not included in this SOW except for connecting to Customer GIS
- additional asset classes not stated in SOW or sub-asset class types
- training for more than the number of users described
- report writing or dashboard creation
- software development services

PROJECT & CHANGE MANAGEMENT:

Company will supply an experienced Project Manager, who will provide scheduling for the deliverables of the implementation project and who will be your primary point of contact for its duration. It is expected that Customer appoints a Project Manager to work in partnership with Company Project Manager and lead Consultant, who will have responsibility of managing and coordinating Customer staff, resources and deliverables.

Company Project Manager along with consultant will facilitate frequent coordination meetings, especially early in the project, to confirm the project is progressing as expected. In addition to meetings, Company Project Manager will communicate project status, system needs and system status through email and telephone calls.

Company implementation team will play an active role in assisting change management during the implementation project. Company proven and effective implementation approach embeds change management activities throughout, with Company team of consultants working in close collaboration with Customer staff. Company experience shows successful implementations require a collaboration of the Customer users with the Company consultant and project manager.

Key Customer users from each business area will be involved in the following activities lead by Company team of consultants, exposing them to the software capabilities and encouraging them to engage in the process of shaping the new system, with those key users promoting the system within their business areas:

- Discovery workshop / requirements gathering
- Geo spatial review
- Business Process Walkthrough Workshops
- Business Process Localization Workshops
- User Acceptance Testing
- Training Preparation
- Production Environment Adoption

INVOICING:

At the conclusion of each project stage, billing will be triggered to the Customer.

Stage	Trigger	Percentage Billing
Plan	Customer acceptance of key project milestones	25%
Design	Customer acceptance documents signed: • Discovery workshop requirements • GIS spatial review • Localization process templates	25%
Build	Customer accepts that the configuration demonstration meets documented requirements.	30%
Test	Customer signs off UAT script and successful GIS integration testing	10%
Deploy	• Training delivered • Production environment adoption completed • Project close out meeting completed	10%

Partner Delivered Service
ERP (Enterprise Resource Planning) to Confirm Integration
SOW (Scope of Work)

This scope of work (SOW) is dated as of **September 16, 2025,** and is entered into and between **Brightly Software, Inc.** (Company) and **City of Ocoee** (Customer). The Company and Customer (Parties) are executing this SOW solely for the purpose of enabling and authorizing Company's integration Subcontractor **Makini, Inc.** (Subcontractor) to perform work for Customer.

Summary:

Company's service Subcontractor provides pre-built integrations to a wide range of industrial software systems including Enterprise Resource Planning (ERP), Manufacturing Execution Systems (MES), Warehouse Management Systems (WMS), and other critical business applications. These integrations enable Company's Confirm Computerized Maintenance Management System (CMMS) to seamlessly read, write, and synchronize data between products and Customer's various software systems.

A full list of supported ERPs is available at: https://www.makini.io/integrations

In Scope:

1. Confirm Integration Service
    a. American Data Group (ADG)
    b. Sensus

The details provided in **Appendix A – Integration specifications** are considered in scope of this SOW.

Project Plan:

- Plan
    - Subcontractor will hold a session to validate Customer requirements against readily available integrations to assess potential customization requirements.
    - Company will enable API (Application Programming Interface).
    - Subcontractor will assess connectivity requirements of the Customer software system(s) and testing requirements. Namely: whether software systems are deployed in the cloud or on-premises, whether the Customer has separate testing and production environments.
    - Company and Subcontractor will hold kick off meeting with Customer.
- Connect
    - Once Customer provides access to the software system(s) to be integrated, Subcontractor will establish connection.
- Test
    - Subcontractor, Company, and Customer arrange for a session to test integration in test and/or production instance(s).
    - If Customer has test instance(s), Subcontractor and Customer will determine cut over period to production instances.
- Run

- Subcontractor disables access to Customer's test instance(s) and Customer is operating in their production environment.

Acceptance Process:

- At the conclusion of the testing protocol, Customer will provide any feedback related to the integration Subcontractor and Company within 10-business days (excluding holidays) or unless otherwise determined.
- Customer to sign off on accepted integration
- If Customer feedback and sign off is not provided within the 10-business day period (excluding holidays), Company will assume that the integration services provided by the Subcontractor is approved and services will be deemed complete.

Assumptions & Responsibilities:

The Company has made the following general assumptions in this SOW to deliver this project based on initial discussions with Customer. It is the responsibility of Customer to validate these assumptions and before signing the Acceptance. Deviations from these assumptions may impact Company's ability to successfully complete the project.

General

- It is estimated to take up to 22 Subcontractor hours to complete the services outlined in this SOW.
- If Subcontractor support hours exceed 24 hours, the purchase of additional services will be required by following the *change management process* outlined below.
- For avoidance of doubt, the Professional Services detailed within are for the delivery of integration between Confirm and Customer software system(s) as described in **Appendix A**. There is no custom development or modification available unless explicitly scoped and priced.
- All Parties will be actively engaged during this project to ensure success with email responses within 2 business days.
- Any Professional Services not explicitly included in this SOW are assumed to be out of scope.
- Any additional requests outside the scope of this document will require additional Professional Services and will incur a fee
- All Professional Services are governed by Company's Terms of Use: https://www.brightlysoftware.com/terms
- Testing will be completed in the Customer's test and production instances of their software system(s) subject to Appendix A only.

Customer Responsibilities

- Will provide access and connectivity means to the requested software system(s), which may include either or combination of user account, API credentials, database access and VPN/firewall credentials. This includes both testing and production environments, as required.
- Will provide a single point of contact for the duration of the Professional Services contained in this SOW.
- Will nominate member of their team for Acceptance Testing.
- Will attend scheduled meetings as required.
- Will review **Appendix A – Integration Speciation's** and understand integration capabilities.

Company Responsibilities

- All Professional Services will be delivered virtually
- This is a one-time Professional Service; Company is not responsible for updating or maintaining provided integration
- Company will enable API (Application Programming Interface) for the duration of a valid integration subscription.
- If any customization requests are discovered, then the change management process will be invoked.

Project Schedule:

Transpired time for these Professional Services may vary, but it is estimated that the activities outlined in this SOW will be completed within 60 days from the kick-off call between Company, Subcontractor, and Customer.

Change Management:

Customer may request that Company or Subcontractor add services not in the specifications of this SOW by submitting a written proposed change order to the Company. All Professional Service change orders will follow the Company's Terms of Use: https://www.brightlysoftware.com/terms

Invoicing:

At the conclusion of Professional Services outlined in this SOW, the integration service will be completed to trigger billing for the full service.

Appendix A – Integration specifications

1. Customer Systems of Interest

- **ADG (Utility Billing Software)**
  Tier: Tier 3
  Deployment: on-premises

- **Sensus (Meter Analytics / AMI)**
  Tier: Tier 2
  Deployment: Cloud.

2. Workflow specifications

Workflow diagram: https://miro.com/app/board/uXjVJMFrjaI=/?share_link_id=176177787179

A. Cut-off / Cut-on synchronization (ADG → Confirm → ADG)

1. **Trigger:** ADG produces a **cut-off alert** (non-payment).
2. **Resolve target meter:** Integration resolves the **meter by meter number** (address used only as a secondary hint).
3. **Create WO in Confirm:** Work Order (WO) created for **disconnect** against the meter asset (location inherited from asset).
4. **Mid-process payment condition:** If ADG reports **payment before field completion** and a related open WO exists in Confirm → **Cancel WO** in Confirm (no field work performed).
5. **Completion → ADG:** On WO **completion** in Confirm, integration updates ADG with:
   • **Status** = Disconnected
   • **Completion timestamp**
   • **Technician notes** (free-text)
   • **Lock installed** (boolean/flag when applicable)
6. **Cut-on:** If payment occurs **after** a disconnection, integration **creates a new WO** in Confirm for **reconnection**. Upon completion, ADG is updated with **Status = Reconnected**, timestamp, and notes.

Notes:
• Confirm notification behavior on WO cancellation is expected to notify assignees; verify during kickoff and adjust if needed.
• Status/value mappings finalized at kickoff based on Customer's Confirm configuration.

B. Issue reporting (ADG → Confirm → ADG)

1. **Trigger:** Issue reports entered in ADG (e.g., leak, low pressure).
2. **Create WO:** Integration creates a WO in Confirm linked to the meter asset.
3. **Completion → ADG:** On WO completion, **completion notes** (what was done) and **completion timestamp** sync back to ADG.

Notes:
• Progress/in-flight updates are **not** required—**completion only** is in scope.
• Removes manual re-entry by billing counter staff.

C. Zero-consumption report handling (ADG → Confirm → ADG)

1. **Trigger:** ADG monthly **zero-consumption** report.
2. **Create WOs:** One WO per flagged meter in Confirm (category "zero consumption").
3. **Completion → ADG:**
   • If **no replacement**, sync completion notes and timestamp.
   • If **meter replaced**: sync **new meter number**, **old meter final reading**, **new meter start reading**; mark old meter **inactive** in Confirm.
   • If **transmitter (MXU) replaced**: sync **new transmitter number**.

Notes:
• **Auto-asset creation**: when a new meter number is entered on the WO and no asset exists, the integration will **create the meter asset** in Confirm and assign it to the correct address/site; the old meter will be marked inactive.

D. Stale / Almost-stale meters (Sensus → Confirm → ADG)

1. **Trigger:** Sensus **stale / almost stale** meter reports.
2. **Create WOs:** Integration creates **low-priority** WOs in Confirm—**one per meter**—to enable **map-based, geographic dispatching** (bulk counts of 200+ expected).
3. **Completion → ADG:** If meter or transmitter is replaced, send the **same updates as in Workflow C** (new meter/transmitter numbers, readings). If **no action**, **no sync** back to ADG is required.

Notes:
• WO clutter is an accepted trade-off to enable **proximity-based routing** for field crews.

E. Future phase – Citizen Request Management (SeeClickFix → Confirm → SeeClickFix)

1. Citizen submits a request in SeeClickFix.
2. Request is created in Confirm.
3. On completion, status/notes flow back to SeeClickFix to notify the citizen.

Notes:
• This is a **future phase**; not in immediate delivery scope.
• City-wide Confirm adoption is implied for broad CRM categories.

3. Required from Customer

Prior to kickoff
• Provide ADG access for **test and production** (or confirm availability of a sandbox) and confirm the **data access method** (DB/file/document exchange).
• Provide **Sensus** reporting access and sample **stale/zero-consumption** reports.
• Confirm **Confirm** environments (test/prod) and target tenants.
• Decide Confirm **asset model** (meters as assets tied to address/site; address structure).
• Share **IT/procurement artifacts** (vendor registration, cybersecurity questionnaires, contract vehicles e.g., Sourcewell).

Prior to first UAT session
• Configure Confirm assets (meters, transmitters, address/site model) and WO categories/statuses.
• Prepare representative **test cases** (cut-off, cut-on, issue, zero consumption, stale).

• Nominate UAT participants and confirm environments/data reset plan.
• Agree meter-replacement flow (**automatic asset creation** enabled) and finalize **field mappings** (lock flag, notes, timestamps).

4. Specific instances where workflows will fail

• **Meter not found** in Confirm (missing/incorrect meter number).
• **New meter not registered** as asset when replacement occurs (auto-creation misconfigured).
• **Conflicting WO state** (duplicate open/completed WOs on same alert).
• **Connectivity/auth** issues between systems (especially if ADG moves to cloud without DB/file access).
• **Field mapping drift** (e.g., lock flag, transmitter number, readings) after Confirm configuration changes.
• **Bulk ingestion limits** (very large Sensus lists) if API throttling is encountered; mitigate with batching and retry.

5. Customization and Subcontractor Hours

Phase	**Hours**
Scope Validation	2h
Kick off	1h
Customization	8h
Testing	5h
UAT session – test environment	2h
UAT session - production	2h
Production deployment support	2h

Total Estimated Hours: 22 hours

6. Summary of differences from the standard workflow in the template

New workflows
• Cut-off/Cut-on synchronization with **mid-process payment cancellation**.
• Zero-consumption and Sensus stale/almost-stale **report-driven WO creation**.
• **Meter and transmitter replacement** propagation to ADG (including old/new readings, MXU number).
• Future SeeClickFix CRM loopback (phase 2).

Customizations
• **Auto-asset creation** in Confirm when new meter numbers are entered; auto-link to address/site and mark old meter inactive.
• **Cancellation logic** when payment is received with an open WO.
• **Map-based dispatching** (low priority WOs) to support geographic clustering for stale meters.
• ADG sync of **lock installed** flag, **completion notes**, **timestamps**, **MXU**.

Asset Essentials Implementation with Consulting
GIS Rider Statement of Work

Summary:

Company will provide specified professional consulting services to Customer to implement Asset Essentials, an on-line Computerized Maintenance Management System – Geographic Information System (GIS) functionality. These professional services include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the customer's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

In Scope: The Deliverables below will be considered in scope of this SOW

1. Asset Essentials GIS Implementation
2. Asset Essentials GIS Training

Deliverables:

- Project initiation and discovery
- Available GIS data loaded
- GIS configuration
- User acceptance testing (UAT)
- End User training for Administrator and Full User roles

Acceptance Process:

As each deliverable is completed, the Project Coordinator will confirm with the Customer and document acceptance in the Project Community Portal.

- Project initiation and discovery
  - Kickoff call complete.
  - Discovery call complete
  - Data, configuration, and training requirements documented.
- Available Data Loaded
  - Available GIS data is loaded in AE to meet documented data requirements.
- Account Configuration
  - GIS features have been setup and configured to meet documented configuration requirements.
- User Acceptance Testing
  - Consultant-led end-to-end walkthrough and customer UAT has demonstrated functionality satisfying configuration requirements.
- End User Training
  - Administrator and Full User roles have been received training on their role.

Assumptions:

Customer Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For on-site activities, Customer will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If unable to provide data in an acceptable format for import, Consultant will guide Customer on how to manually create records.
- Customer has up to five business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

Company Assumptions:

- Consultant will not access any 3rd party systems for the purpose of exporting data.
- For on-site activities, Company will bill Customer for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

Project Schedule:

- Kick-off Call with Project Coordinator
    - Confirm software and services purchased
    - Identify key stakeholders
    - Assign resources
    - Schedule key milestone dates, including anticipated projected completion date
    - Access to Company's on-line Learning Management System
    - Access to an interactive project plan

- Discovery with Consultant
    - Interview key stakeholders to understand specific maintenance & operations objectives
    - Overview of AE with key stakeholders, including data import requirements
    - Determine optimal GIS configuration to meet objectives and drive KPIs
    - Document data, configuration, and training requirements
    - Schedule required consulting activities and confirm projected completion date

- Data loaded by Consultant
    - Review, cleanse, and load available GIS data

- Account configuration by Consultant
    - Work Order creation from Map
    - Citizen Portal

    - Mobile Profiles
    - Configure GIS Map settings
    - Configure GIS Layer configuration
    - Asset syncing
- User Acceptance Testing
    - Configuration demo to walk through the end-to-end workflow from request to completion
    - Demonstrate key functionality meets configuration requirements
- Consultant conducts End User Training for Administrator and Full User roles
    - End-to-end walkthrough for their role
    - Desktop and mobile training
- Project Close

Change Management:

Customer may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

Invoicing:

At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full consulting service.

Asset Essentials Implementation with Consulting Statement of Work

Summary:

Company will provide specified professional consulting services to Customer to implement Asset Essentials (AE), an on-line Computerized Maintenance Management System. These professional services include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the customer's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

In Scope: The Deliverables below will be considered in scope of this SOW:

1. Asset Essentials Implementation with Consulting
2. Asset Essentials Training
3. Post Consulting Go-Live Support

Deliverables:

- Project initiation and discovery
- Available location, asset, user, PM schedule Data Loaded
- Account configuration

- User acceptance testing (UAT)
- End User training for Administrator and Full User roles
- Go-Live support

Acceptance Process:

As each deliverable is completed, the Project Coordinator will confirm with the Customer and document acceptance in the Project Community Portal.

- Project initiation and discovery
    - Kickoff call complete
    - Discovery call complete
    - Data, configuration, and training requirements documented
- Available data loaded
    - Available location, asset, user, PM schedule data is loaded in AE to meet documented data requirements.
- Account Configuration
    - Account has been setup and configured to meet documented configuration requirements.
- User Acceptance Testing
    - Consultant-led end-to-end walkthrough and customer UAT has demonstrated to Customer functionality meets configuration requirements.
- End User Training
    - Administrator and Full User roles have received training on their role.
- Go-Live Support
    - 30-day Go-Live Support period has been concluded.

Assumptions:

Customer Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For onsite activities, Customer will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If Customer is unable to provide data in an acceptable format for import, Consultant will guide Customer on how to manually create records.
- Customer has up to (5) business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

Company Assumptions:

- Consultant will not access any 3rd party systems for the purpose of exporting data.
- Once End User Training has been completed, 30-day Go-Live Support period begins, consisting of up to 4 weekly 30-minute check-ins with the Implementation Specialist. If customer does not attend a scheduled check-in, it will be assumed no assistance was needed.
- For on-site activities, Company will bill Customer for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

Project schedule and approach:

- Kick-off Call with Project Coordinator
    - Confirm software and services purchased
    - Identify key stakeholders
    - Assign resources
    - Schedule key milestone dates, including anticipated project completion date
    - Access to Company's on-line Learning Management System
    - Access to an interactive project plan
- Discovery with Consultant
    - Interview key stakeholders to understand specific maintenance & operations objectives
    - Overview of AE with key stakeholders, including data import requirements
    - Determine optimal AE configuration to meet objectives and drive KPIs
    - Document data and configuration requirements
    - Schedule required consulting activities and confirm projected completion date
- Data loaded by Consultant
    - Review, cleanse, and load available user, location, asset, and scheduled PM data
- Account configuration by Consultant
    - Populate key drop-down menus
    - Review/modify request and work order templates
    - Configure workflow for request/approval/assignment of work orders
- User Acceptance Testing
    - Configuration demo to walk through the end-to-end workflow from request to completion
    - Demonstrate key functionality meets configuration requirements
- Consultant conducts End User Training for Administrator and Full User roles
    - End-to-end walkthrough for their role
    - Desktop and mobile training
- Go-Live Support
    - Company provides (4) weekly check-in calls with Implementation Specialist and Customer
    - Company Implementation specialist addresses any issues identified. Where issues require product support, Implementation Specialist will submit to Company Support
    - Implementation Specialist adjusts configurations as needed prior to project close
- Project Close

Sample Project Timeline (project timelines may vary):

Timeline Events	Day 1	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13
Project Kick Off Call														
LMS (Learning Management System) Review and Q&A														
Discovery Call														
Data Review														
Data Loading														
Account Configuration														
UAT (User Acceptance Testing)														
User Training														
Post-Consulting Call														
GLS (Go Live Support)														
Project Close														

Change Management:

Customer may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

Invoicing:

At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full consulting service.

Special Terms for Asset Essentials

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee.

Order terms

BY SIGNING THIS ORDER FORM, WHETHER BY ELECTRONIC OR WRITTEN SIGNATURE, YOU ARE PLACING A BINDING ORDER FOR THE OFFERINGS SHOWN. IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERINGS.

A. The "Effective Date" of the Agreement between Customer and Brightly Software, a Siemens Company ("Siemens") is the date Customer accepts this Order
B. Proposal expires in sixty (60) days.
C. The Siemens entity entering into this Agreement is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software.
D. By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement,

Customer agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.

E. Payment terms: Net 30

F. This Order and its Offerings will be subject to the terms and conditions of the Terms of Service (the Base Terms together with any applicable Supplemental Terms) found at http://brightlysoftware.com/terms (http://brightlysoftware.com/terms) ("Agreement"), unless Customer has a separate written agreement executed by Brightly Software, Inc. for the Offerings, in which case the separate written agreement will govern its defined Term. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or other document from Customer are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.

G. Where the Customer is a state, local, or public education entity created by the laws of the applicable state, Siemens and Customer agree that the provisions of the State, Local Government, and Higher Education Addendum ("SLED Addendum") found at http://brightlysoftware.com/terms (http://brightlysoftware.com/terms) take precedence over any conflicting terms in the Agreement to the extent the deviations set forth therein are required by applicable law.

H. Siemens shall invoice Customer and Customer agrees to pay Siemens the amount specified on this Order. Quantities purchased may not be decreased during the relevant Subscription Term. Customer is responsible for providing complete and accurate billing and contact information to Siemens and notifying Siemens promptly of any changes to such information.

I. If Customer is paying by credit card or Automated Clearing House ("ACH"), Customer shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Siemens is hereby authorized to charge any applicable fees, including any processing fees, using such Automatic Payment Method.

J. Customer is responsible for paying all taxes associated with its purchases hereunder. Siemens shall invoice Customer and Customer shall pay that amount unless Customer provides Siemens with a valid tax exemption certificate, direct pay permit, or other government-approved documentation. Notwithstanding the foregoing, Customer is responsible for, and, to the extent permitted by law, will indemnify Siemens for: 1) any encumbrance, fine, penalty or other expense which Siemens may incur as a result of Customer's failure to pay any taxes required hereunder, and 2) any taxes, including withholding taxes, resulting from making an Offering available to Users in geographic locations outside the country in which Customer is located as per the Order. For clarity, Siemens is solely responsible for taxes assessable against Siemens based on its income, property and employees.

K. Siemens maintains the right to increase fees within the Subscription Term for Recurring Fee Offerings by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.

L. In the event Customer purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Siemens, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or taxes. Such terms and conditions shall be negotiated solely by and between Customer and such authorized reseller. In the event Customer ceases to pay the reseller, or terminates its agreement with the reseller, Siemens shall have the right to terminate Customer's access to the Cloud Services at any time upon thirty (30) days' notice to Customer unless Customer and Siemens have agreed otherwise in writing.

Cloud Services

A. Billing frequency: Annual
B. First Cloud Services invoice to be sent on or around May 2, 2026.
C. Cloud Services Offerings will be subject to the terms and conditions of the General Software and Cloud Supplemental Terms found at http://brightlysoftware.com/terms (http://brightlysoftware.com/terms) .
D. Any Offerings identified as Cloud Services on this Order shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term.
E. During the Term, Siemens shall, as part of Customer's Subscription Fees provide telephone and email support ("Support Services") 24 hours/day, 7 days/week.
F. Siemens shall use commercially reasonable efforts to make its Software or Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). The Service Standard availability for access and use by Customer(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Customer or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Customer's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Siemens pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Customer's Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Siemens shall use reasonable efforts to provide eight (8) hours prior notice of Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable business hours.
G. USE OF APIS. Customer is authorized to use any Application Programming Interface that is either: i) identified as a Cloud Services Offering, or ii) identified as published in the Documentation (collectively the "APIs") as part of any Offering for Customer's internal business purposes only. Customer may not use the APIs to enable unauthorized use of the Cloud Services. Customer may purchase a separate license to use certain published APIs to develop software for use solely in conjunction with the Cloud Services. Customer is prohibited from reselling any software developed through the use of the APIs unless (a) Customer is separately authorized to do so as a member of a Siemens partner program, or (b) Customer has purchased an Offering which include APIs that explicitly allows Customer to develop software for Customer's internal use or for resale under terms and conditions at least as protective as this Agreement. Customer may not otherwise modify, adapt, or merge the Offerings. Siemens has no obligations or liability for software developed by Customer using the APIs. Customer is prohibited from using unpublished APIs under any circumstances.
H. Siemens reserves the right to block IP addresses originating from a Denial of Service (DoS) attack. Siemens shall notify Customer should this condition exist and inform Customer of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Customer is satisfied corrective action has taken place to resolve the issue. Siemens also reserves the right to suspend or terminate service if Customer: 1) performs load tests, network scans, penetration tests, ethical hacks or any other security auditing procedure on the Cloud Service, 2) interferes with or disrupts the integrity or performance of the Cloud Service or data contained therein, or 3) otherwise violates the use restrictions under this Agreement.
I. Customer is entitled to access and use the Offerings only as explicitly described in the Documentation. These

Offerings are intended for Customer's internal business operations only. There are no additional Entitlements or rights to use the Offerings or their related APIs beyond what is specified. Any other access or use is strictly prohibited under the Terms.

J. At the time of this Order, the implementation of the requirements of the Cyber Resilience Act EU 2024/2847 ("CRA") is not yet mandatory in the European Union (EU) due to its transitional periods. Not all clarifications on measures that the Customer and contractor will take to implement the new requirements within the project implementation can currently be completed. Therefore, the parties agree that the project scope and contract price agreed upon at the time of Agreement conclusion do not yet include any necessary measures to implement the CRA requirements. Siemens will present the implementation of these measures together with an adjustment of the contract price and schedules considering any additional expenses of the contractor in the appropriate project phases through the Change Request procedure.

Professional Services:

A. Professional Services Offerings will be subject to the terms and conditions of the Services Supplemental Terms found at http://brightlysoftware.com/terms (http://brightlysoftware.com/terms).

B. Unless otherwise specified in an applicable Order: (i) Siemens will perform the Professional Services during workdays, Monday through Friday, up to 8 hours a day; (ii) any estimate of hours or costs are reasonable, good faith estimates only; and (iii) each task is performed as firm fixed price work or time and materials as described in this Order. Siemens is only obliged to supply Professional Services and/or Deliverables as expressly stated in this Order. Siemens shall not be obliged to supply any Professional Services and/or Deliverables without a valid Order.

C. **Scheduling**. Siemens requires at least 6 weeks advanced notice from the acceptance of an Order to schedule Professional Services delivery dates when travel is required. Onsite Professional Services shall be delivered consecutively in a single onsite visit unless the applicable Order includes the additional fees and incidental expenses associated with multiple visits.

D. **Unused Professional Services.** Unless otherwise specified in the Order, Siemens reserves the right to expire any unused Professional Services 6 months from the Effective Date set forth on the Order, and Customer will not be entitled to receive a refund for any fees prepaid for such expired Professional Services.

E. **Customer Cooperation.** Customer will cooperate reasonably and in good faith with Siemens in its performance of Professional Services by: (i) providing access to any necessary Customer Data, (ii) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Siemens to perform its obligations under the Order, and (iii) actively participate in scheduled project meetings. Any delays in the performance of Professional Services or delivery of Deliverables caused by Customer may result in additional applicable charges for resource time.

F. **Incidental Expenses**. Customer will reimburse Siemens for travel and related business expenses incurred in connection with Professional Services. If an estimate of incidental expenses is included in the Order, Siemens will not exceed a 5% inflation of such estimate without the written consent of Customer.

Additional information

A. Prices shown above 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, 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. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (mailto:accountsreceivable@brightlysoftware.com).

B. Billing frequency other than annual is subject to additional processing fees.

C. Provide Siemens with the purchase order number, if applicable. Acceptance of this Order without a purchase order number indicates that a purchase order is not necessary. Please reference Q-451617 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (mailto:Purchaseorders@Brightlysoftware.com)

D. Brightly Software, Inc. can provide evidence of insurance upon request.

Signature

Presented to:

City Of Ocoee - Q-451617
September 24, 2025, 9:47:23 AM

Accepted by:

Printed Name

Signed Name

Title

Date

Docusign Envelope ID: 34BD5B76-CAD5-4D20-BB74-93397C9DF97D

REGION 4
EDUCATION SERVICE CENTER

November 13, 2025

Andrew Conners
Finance
Brightly Software, Inc.
11000 Regency Pkwy Ste 400
Cary, North Carolina 27518

Re: Renewal Award of Contract # R210702

Dear Andrew Conners:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 28th, 2025, Region 4 ESC is pleased to announce that Brightly Software, Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on September 7th, 2021, and subsequent performance thereafter:

Contract

Facilities Management Software Solutions

The contract will expire on March 31st, 2027, completing the fifth year of a five-year term term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Deborah Bushnell, at deborah.bushnell@omniapartners.com.

The partnership between Brightly Software, Inc., Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

Signed by:
Adam Tabor
A5A9F62707BB46B...

Adam Tabor, MBA, RTSBA
Department Director, Procurement

Region 4 ESC

Contract # R210702

for

Facilities Management Software & Solutions

with

Dude Solutions, Inc.

Effective: April 1, 2022

The following documents comprise the executed contract between the Region 4 Education Service Center (“ESC”), and Dude Solutions, Inc., effective April 1, 2022:

I. RFP Addendum & Acknowledgement
II. Appendix A, Supplier Contract
III. Offer & Contract Executed Signature Form
IV. Supplier’s Response to the RFP, incorporated by reference.

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region 4

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 21-07

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
Facilities Management Software & Solutions

SUBMITTAL DEADLINE: Tuesday, September 7, 2021, 10:00 AM CST

This Addendum No. 1 amends the Request for Proposals (RFP) for Facilities Management Software Solutions ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Facilities Management Software. Addendum No. 1 is hereby issued as follows:

1. **Approval from Region 4 ESC**: The approval date for the contract(s) as a result from this RFP is hereby changed from Tuesday, October 19, 2021, to the date below:

RECEIPT OF ADDENDUM NO.1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Dude Solutions, Inc.

Contact Person Brich Barker

Signature [signature]

Date 9/1/2021

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

TAB 1 - Contract and Offer and Contract Signature Form (Appendix A)

a. Terms and Conditions Acceptance Form (Appendix B)

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of ***October 26,*** *2021 by and between* **Dude Solutions, Inc.** *("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Facilities Management Software and Solutions ("the products and services").*

,

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposal Number 21-07 for, to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s). ***Refer to Appendix B***

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail: ***Refer to Appendix B***

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;
      iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents. ***Refer to Appendix B***

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred. ***Refer to Appendix B***

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor

shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract. ***Refer to Appendix B***

14) Delivery. *If Applicable*: Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. *If Applicable:* Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4

ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. ***Refer to Appendix B***

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified. ***Refer to Appendix B***

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name: Dude Solutions, Inc.

Address: 11000 Regency Parkway, Suite 400

City/State/Zip: Cary, NC 27518

Telephone No.: 919-816-8237

Email Address: contracts@dudesolutions.com

Printed Name: Brian Benfer

Title: Senior Vice President, Sales

Authorized signature:

Accepted by Region 4 ESC:

Contract No. R210702

Initial Contract Term 04/01/2022 to 03/31/2025

Margaret L. Bass

Region 4 ESC Authorized Board Member

10/26/2021

Date

Margaret S. Bass

Print Name

Linda F. Tinnerman

Region 4 ESC Authorized Board Member

10/26/2021

Date

Linda F. Tinnerman

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

□ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Section 3, Page 1	Form of Contract	The form of Contract between Dude Solutions and any public agency purchasing under the Contract shall also include the Dude Solutions Order Form and Master Subscription Agreement. The terms included in these are necessary for access and use of the software subscriptions and will include any necessary statement of work for professional services.	***Accepted***
Section 4, Page 2	Order Of Precedence	The Order of Precedence for contracts between Dude Solutions and any public agency purchasing under the Contract shall be: i. This Contract ii. Offeror's Best and Final Offer iii. Offeror's Proposal iv. Dude Solutions Order Form v. Dude Solutions Master Subscription Agreement vi. RFP and any addenda	***Accepted***
Section 11, Pages 2-3	Termination of Contract	DSI does not anticipate any works made for hire or deliverables being required under contract as DSI will provide subscription-based access to its proprietary commercial software-as-a-service and professional services	***Accepted***

		relating to such use. As such, DSI proposes the following clarification: Notwithstanding anything to the contrary contained in this Section 11, Termination of Contract, DSI retains all ownership right, title, and interest in and to its products and services provided under this Contract, including without limitation all corrections, enhancements, improvements to, or derivative works thereof, and in all intellectual property rights.	
Section 11b, Page 3	Termination for Cause	Where the ability to cure exists, DSI proposes a cure period of 30 days prior to termination.	***Accepted***
Section 11c, Page 3	Delivery/Service Failures	Due to the proprietary nature of DSI's commercial software-as-a-service, we cannot agree to expense reimbursements.	***Accepted***
Section 13, Page 4	Survival Clause	DSI's software is not licensed. As such, we proposed including "subscription agreements" in the list of applicable agreements to survive.	***Accepted***
Section 16, Page 4	Payments	Payment obligations for software subscriptions and professional services shall be set forth on an Order Form between DSI and the Subscriber.	***Accepted***
Section 22, Page 5	Warranty Conditions	Labor warranties are not applicable to software-as-a-service.	***Accepted***
Section 32, page 6	Certificates of Insurance	DSI agrees to provide a minimum of 30 days' notice prior to a reduction of coverage or cancellation of policies.	***Accepted***

TAB 2 – Products / Pricing

i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: *(if applicable)*

- Manufacturer part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

Dude Solutions Response: Electronic copies of Dude Solutions' (DSI) price books for participating agencies are included with our response.

iii. Is pricing available for all products and services?

Dude Solutions Response: All eligible products and services are available in the included price books.

iv. Provide pricing for warranties on all products and services.

Dude Solutions Response: Dude Solutions makes it's software-as-a-service available for access and use under the terms of its Master Subscriptions Agreement which includes our standard warranty; additional warranties are not applicable.

v. Describe any return and restocking fees.

Dude Solutions Response: Not applicable.

vi. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.
Dude Solutions Response: No additional discounts or rebates are applicable at this time, however, Dude Solutions may offer limited duration discounts and other specials may be offered periodically.

vii. Describe how customers verify they are receiving Contract pricing.
Dude Solutions Response: Dude Solutions' Order Form will reflect the discounted price available to the participating entity.
Dude Solutions utilizes a quote-to-cash process within its CRM system to manage all order transactions. The discount schedule is entered into the CRM system, making it easy for sales reps to include OMNIA and applicable pricing on client quotes. Sales reps select OMNIA as the purchasing partner and discounts are automatically applied to the products and services included in the quoted price on the Order Form presented to the participating entity. When an order is closed, DSI's Order Operations team confirms contract pricing when processing the order. An agreement is created for each order reflecting the applicable purchasing partner used by the client and this agreement flows to DSI's billing team for an invoice to be issued. Payments are recorded against this agreement, allowing DSI to efficiently report on transactions each quarter. Upon request, DSI will provide a copy of approved contract pricing to a Participating Agency to verify compliance.

viii. Describe payment methods offered.
Dude Solutions Response: Dude Solutions accepts multiple payment methods including: Check, ACH, Wire and Credit Card (Credit Card adds a 3% convenience fee).

ix. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.
Dude Solutions Response: Full catalog pricing will be updated at least annually; new products and/or smaller pricing adjustments may be available on a quarterly basis.

x. Describe how future product introductions will be priced and align with Contract pricing proposed.
Dude Solutions Response: Future product pricing may vary depending on the specific product offering but will generally be priced based on population or student enrollment.

xi. Provide any additional information relevant to this section.
Dude Solutions Response: While proposals will be generated using the approved price book at the time the proposal is created, outstanding proposals already issued may be honored for a reasonable period of time to accommodate purchasing processes that are in progress. Dude Solutions maintains the right to increase Subscription Fees and other applicable fees and charges in connection with each subscription renewal term. Subscription Fees for subscription renewals shall not exceed the pricing on file with Omnia at the time of the subscription renewal. Subscriber shall pay to DSI all fees specified in Order Forms. All Subscription Fees are nonrefundable and non-cancelable, and the Subscription Fee for such Service subscription shall be invoiced upon commencement of the Initial Term of a service subscription. Thereafter, DSI shall make reasonable efforts to invoice Subscriber for each applicable Subscription Fee sixty (60) days prior to its commencement. Unless subscriber provides written notice of termination in accordance with the Dude Solutions Master Subscription Agreement, Subscriber agrees to pay all fees no later than thirty (30) days after the receipt of DSI's applicable invoice.

Prices shown on Order Forms above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. The Order Form is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber and included on the invioce. Tax exemption certifications can be sent to accountsreceivable@dudesolutions.com.

SYSTEM SPECIFICATIONS

1. Administrative System

Topic	Available
Power user with full access from single log-in	Yes
Web access to administration	Yes
Multi-level security	Yes
User functional permission level displayed	Yes
Provides help text and error messages	Yes
Permits multimedia file attachments (word files, graphic images, audio or video clips) to records as work orders	Yes

2. Asset System

Topic	Available
Assets can be searched and filtered by location, category, asset ID, asset name, manufacturer, make, model , etc.	Yes
Provide a list of values for asset classification	Yes
Instant display of all assets, locations, classifications	Yes
Standard equipment templates	Yes
Allows warranty tracking	Yes
Lists outstanding jobs by equipment, asset class, location	Yes

Lifetime labor and material costs per equipment, asset classification and location	Yes
Tracks historic total of maintenance costs per asset	Yes

3. Work Order Management

Topic	Available
Database of employees along with labor rate information	Yes
Database of vendors	Yes
Ability to capture labor hours, contract costs and material costs for each work order	Yes
Records equipment downtime	Yes
Charge multiple wage rates	Yes
Request dates and completion dates	Yes
Estimated and actual hours	Yes
Labor and material transactions for each work order	Yes
Work order tracking fields such as trade, work category, work type, problem, cost center project, status, priority, etc.	Yes
User-definable tracking fields	Yes
Easy interface to check work order status based on the users' permissions	Yes
Search capacity on work order number or description key	Yes
System includes preventative maintenance and inventory modules that are fully integrates, as well as a connection to the facility scheduling module	Yes

Automatic computation of work costs using labor rates in employee system	Yes
The Work Order Management system will integrate with the school site request and Asset Management system	Yes
Track tool usage against work orders	Yes
Tracks required permitting	Yes
Re-open closed work orders	Yes

4. Material Management

Topic	Available
Manage inventory items by category types: mechanical, custodial, tools and other	Yes
Tracks all inventory transactions, including issues, receipts, returns, adjustments, orders	Yes
Allows inventory to be issued work order	Yes
Tracks detailed information on inventory items, including unit of issue, on contract, supplier, fixed cost, tag number for tools, and backorder quality	Yes
Allows inventory items to be stored and tracked in multiple pools and by categories including aisle, bin number and reorder points	Yes
Integrates with the work order and preventative maintenance system	Yes
List of units of measure	Yes

5. Technology Work Management

Topic	Available
Staff originates work order requests for IT problems	Yes
Status of work orders can be continually monitored by staff	Yes
System routes requests to proper technician using configurable work flow	Yes
The work order management provides for tracking of labor and parts for each incident	Yes
Warranty of technology items are continually monitored	Yes

6. Preventative Maintenance

Topic	Available
Schedule PM by elapsed days	Yes
Schedule PM by calendar date	Yes
Schedule PM by usage	Yes
View labor, material and tool cost for anticipated tasks	Yes
Tracks all scheduled maintenance	Yes
Creates recurring maintenance schedules on a daily, weekly, monthly or annual basis	Yes
Stores schedule templates for quick creation of frequently used schedule	Yes
Tracks equipment information, including manufacturer, model and serial numbers, in and out service dates and warranty	Yes

Automatically generates PM work orders through an integration with work order system	Yes
Displays upcoming scheduled work in a calendar format for resource scheduling	Yes

7. Budget Management

Topic	Available
Allows district to establish budget code format	Yes
Permits flexible budget terms and budget periods	Yes
Provides for flexible budget hierarchies	Yes
Analysis is provided for costs vs. budget per budget period and year-to-date	Yes
Facilitates the creation of long-range capital plans and budget plans	Yes
Manages capital projects and expenditures related to deferred maintenance, deficiencies and corrections	Yes

8. Reports Generation

Topic	Available
Category: Summary or detailed reports by_____	
Work category	Yes
Location	Yes
Budget	Yes

Employee	Yes
Cost by work category	Yes
Transactions on work category	Yes
Outstanding work	Yes
Workloads and assignments	Yes
Status of work	Yes
Category: Standard Inventory Reports	
Summary or detailed reports by _____	
Issued inventory	Yes
Returned inventory	Yes
Supplier reports	Yes
Category: Standard Preventative Maintenance Reports	
Summary or detailed reports by _____	
Projected parts and supplies reports	Yes
Estimated PM labor reports	Yes
Forecasting labor report	Yes
Corrective vs. preventative maintenance report	Yes
Category: Standard Facility Scheduling Reports	
Summary or detailed reports by _____	

Location	Yes
Organization	Yes
Schedules	Yes
Budget	Yes
Invoices	Yes
Reminders	Yes
Category: Standard Utility Reports _____	
Cost per Square foot	Yes
Use by building comparison	Yes
Cost by building comparison	Yes
Use/square foot by building	Yes
Cost/square foot by building	Yes
Energy savings report	Yes
Load factor report	Yes

9. Utility Tracking System

Topic	Available
Ability to manage all utilities including electric, gas, water, sewer, fuel oil, propane, trash, waste, telephone and other utilities	Yes
Tracks essential account, vendor building and user information	Yes

Tracks basic utility billing determinants on monthly bills for each account and/or meter including billing periods, billing period consumption, billing period cost and average period unit cost. Bills are to be tracked by month, year and building	Yes
Ability to track user-defined data such as hours of use, number of occupants, etc.	Yes
Provides use and cost budget function for monthly and annual budget analysis	Yes
Customizable user-defined advanced utility bill determinants including power factor, time-of-use, taxes, service charges and deregulated bill determinants	Yes
Performs current versus baseline comparisons including application of weather normalization for more accurate comparison of utility data from year to year. Weather normalization is performed by matching daily weather degree-days with actual billing periods of utility bills, Degree data is automatically uploaded into Utility Direct from the National Weather Service on a monthly basis	Yes
Easily exports data to any spreadsheet format	Yes
Provides virtual and sub-meter tracking. Sub-meter tracking will support the internal chargeback processes	Yes
Utility bill validity checking with multiple parameter analysis	Yes

10. Facility Scheduling System

Topic	Available
Multiple routing rules for event approval	Yes
Automatically routes usage request requests to approval managers	Yes
Database of areas available for after hour usage	Yes

Handle events with multiple dates with repeating patterns as well as random series of events	Yes
Tracks facility usage costs and automatically generates invoices	Yes
Enables event requesters to check facility availability and submit usage requests online	Yes
Displays scheduled events on calendar	Yes
Multiple levels of security	Yes
Email notifications to support personnel	Yes
Billing and rental administration	Yes

11. Wireless/Mobile Management

Topic	Available
Enables mobile workers to receive, process and complete work via a wireless/mobile device	Yes
Enables mobile workers to record transactions for labor hours	Yes
Enables mobile workers to search and sort and sort through their work orders	Yes

12. Trip Planning and Management

Topic	Available
Requesters can easily submit trip requests and check request status online	Yes
Automatically routes trip request to approval managers	Yes
Tracks availability and manages scheduling of vehicle and drivers	Yes

Displays scheduled trips on interactive calendar	**Yes**
Tracks all trip related costs	**Yes**

13. Information Technology Asset Management

Topic	Available
Gathers and reports information about computer assets on your network, including hardware, software	**Yes**
Network discovery scans provide an inventory of hardware and software	**Yes**
Monitors assets at the component level and generates alerts for missing assets	**Yes**
Generates alerts for software license agreement violations and unauthorized software installations	**Yes**

TAB 3 – Performance Capability

i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.
Dude Solutions Response: Detailed Response to Appendix D, Exhibit A included in this TAB.

ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.
Dude Solutions Response: DSI has reviewed Appendix D, Exhibit B and agrees to execute in the event of an award. DSI proposes an Administrative Fee of 2% which continues the rate established under Contract Number R161802 be included in Clause 12.

iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
Dude Solutions Response: Completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance included in this TAB.

iv. Describe how Offeror responds to emergency orders.
Dude Solutions Response: Not Applicable

v. Describe Offeror's return and restocking policy.
Dude Solutions Response: Not Applicable.

vi. Describe Offeror's ability to meet service and warranty needs.

Dude Solutions Response: Dude Solutions Master Subscription Agreement (MSA) specifies our ability to meet service and warranty needs:

3.3 Service Levels.

DSI shall use commercially reasonable efforts to make the Service available 99.9% of the time for each full calendar month during the Term, determined on a twenty-four(24) hours a day, seven (7) days a week basis (the "Service Standard"). Service availability for access and use by Subscriber(s) excludes unavailability when due to: (a) any access to or use of the Service by Subscriber or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Subscriber's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Subscriber's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with Internet service or Non-DSI Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Service by DSI pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Service, the total amount of time (measured in minutes) during an applicable calendar month when such Service is unavailable for the majority of Subscribers' Account Users due to planned Service maintenance. To the extent reasonably practicable, DSI shall use reasonable efforts to provide eight (8) hours prior electronic notice of Service maintenance events and schedule such Service maintenance events outside the applicable business hours

7.2 Warranties of the Dude Solutions, Inc. (DSI) Master Subscription Agreement.

(a) DSI represents and warrants that during the applicable subscription Term that Service will perform materially in accordance with the applicable Documentation. For any breach of this warranty in Section 7.2(a), Subscriber's exclusive remedy and DSI's entire liability shall be as described in Section 6.2 (Termination).

(b) DSI represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty in Section 7.2(b), Subscriber's exclusive remedy and DSI's entire liability shall be the re-performance of the applicable Professional Services.

Additional information regarding DSI's warranties, including limitations and disclaimers, can be found in the Dude Solutions, Inc. Master Subscription Agreement.

vii. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Dude Solutions Response: Dude Solutions Client Support is simply the best in the business, and we have a measured client satisfaction rating of 97%. We also capture client satisfaction with our products and services using a Net Promoter Score (NPS). The industry average for SaaS companies is 32 and out clients rated us a 45.

Dude Solutions support is available Monday - Friday from 8am - 6pm EST. Clients can reach out through phone, email, or in product chat options. Our goals are to respond to support emails within an hour, answer the phone within 3 rings, and provide immediate access through live chat. Any support requests submitted after business hours are responded to the next business day.

We also offer all users access to our 24x7 Community Resource Hub where clients can find product documentation, video and training guides.

Dude Solutions support team can be reached using the options below:

- 1-877-655-DUDE (3833)
- support@dudesolutions.com
- Chat with a live person using the Live Chat button at the bottom of every product page

In addition, our team has served over 12,000 clients helping to implement preventive maintenance, work order processing, help desk management, IT asset management and facility scheduling solutions. We have gained a wealth of knowledge and best practices from our experience in the industry and implementing solutions.

viii. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

Dude Solutions Response: After the proposal is signed, new subscribers are set up in our systems and are provisioned. The invoice is then created and emailed to the subscriber. If the subscriber requires

a PO on the invoice, and provides that up front, we will add that to the invoice as well.

Renewals are sent out 60 days in advance of their expiration date and are due net 30 terms. If the client requires a PO to be noted on the invoice, and provides that up front, we can send a quote first but otherwise we sent invoices via email. A 3% convenience fee will be added to credit card/p-card transactions.

ix. Describe Offeror's contract implementation/customer transition plan.

Dude Solutions Response: At a high level, Dude Solutions follows a simple, tried and trusted Implementation Process. Below are the phases / steps:

1. Planning - This includes an orientation meeting to define roles, identify critical business goals and map out your implementation process. We may also begin initial data collection and review in this stage.
2. Onboarding - Now, implementation begins with product training through interactive classes, online help content, 1:1 consultative sessions and support as you need it to build your account (and even soft launch it).
3. Go-Live - Start using your product to reach your goals, while we ensure all key milestones have been executed and continue to offer ongoing support and training. You and your team will have continual access to unlimited interactive online classes, as well as a project collaboration tool for implementation management.

x. Describe the financial condition of Offeror.

Dude Solutions Response: As a privately held company, our current Board of Directors have established protocols that do not allow financial information to be shared publicly. DSI is open to have further discussion regarding this matter if necessary. DSI has many years of established sales performance under previous contract awards.

xi. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

Dude Solutions Response:
Dude Solutions website: https://www.dudesolutions.com/

Dude Solutions website is built to be a resource hub for current and future clients. Our website contains:

- 24x7 Community Resource Hub which includes help content including videos, FAQs and step by step guides for each product offering https://help.dudesolutions.com/Content/Home/Home.htm
- Contact information for our support and sales teams
- Ability to submit a question to our support team
- Company background and current industries served
- Access to webinars, podcasts, other resources
- Product information
- Partner details

xii. Describe the Offeror's safety record.

Dude Solutions Response: Dude Solutions has not incurred any safety incidents in the past 2.5 years.

xiii. Provide any additional information relevant to this section.

Exhibit A
Response for National Cooperative Contract

1.1 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.2 Requirement

The Region 4 Education Service Center ("ESC") (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Facilities Management Software and Solutions. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.
These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.3 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners.
The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.
The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)
B. Website
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

1.4 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $20 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.5 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.) ("Supplemental Agreement").
It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result

of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired1.6

1.6 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.1 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.2 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2)

the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.
Dude Solutions Response: DSI acknowledges section 2.2 and agrees that Master Agreement will be a primary "go to market" strategy for Public Agencies. DSI agrees to enter into an agreement as acknowledged elsewhere in our response.

Executive Corporate Sponsor:
Brian Benfer, SVP Sales
Brian.benfer@dudesolutions.com
1-877-655-3833

National Account Manager:
Melissa Buchanan, Contract Manager
Melissa.buchanan@dudesolutions.com
1-877-655-3833

2.3 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.
Dude Solutions Response: DSI agrees to make commercially reasonable efforts to ensure all pricing is in compliance with the Master Agreement.

2.4 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained,

engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

Dude Solutions Response: DSI agrees to make commercially reasonable efforts to ensure support the sales commitment stated in section 2.4.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

Dude Solutions Response: Dude Solutions is a leading software-as-a-service (SaaS) provider of operations management solutions to government, education, healthcare, senior living, manufacturing and membership-based organizations. Since 1999 (21+ years) Dude Solutions has inspired clients to create better work and better lives. We combine innovative, user-friendly technology with the world's smartest operations engine, empowering operations leaders to transform the most important places in our lives. Today, more than 12,000 organizations use our award-winning software to manage maintenance, assets, energy, safety, IT, events and more.

With more than 7,000+ education institutions and 1800+ government clients, Dude Solutions is the nation's leading provider of on-demand operations management solutions designed exclusively for the unique needs of educational and public sector professionals. Backed by the industry's only Legendary Service Program, Dude Solutions broad suite of online applications is revolutionizing the business of managing educational operations and assets. Our on-demand tools for operations management offer easy to use, affordable solutions to help both small

and large organizations save money, increase efficiency and improve services. For more information about Dude Solutions, visit https://www.dudesolutions.com/.

B. Total number and location of salespersons employed by Supplier.

Dude Solutions Response:

Total number of salespersons – 140

Cary & Poulsbo, WA– 104

Other Countries (India, UK, Australia) - 36

C. Number and location of support centers (if applicable) and location of corporate office.

Dude Solutions Response: Dude Solutions has two (2) office locations in the United States:

Location	Address
Corporate Office Cary, NC	11000 Regency Parkway Suite 400 Cary, NC 27518
Poulsbo, WA SmartGov Support	19362 Powder Hill Pl NE, Poulsbo, WA 98370

D. Annual sales for the three previous fiscal years.

a. Submit FEIN and Dunn & Bradstreet report.

Dude Solutions Response: As a privately held company, our current Board of Directors have established protocols that do not allow financial information to be shared publicly. DSI is open to have further discussion regarding this matter if necessary. DSI has many years of established sales performance under previous contract awards.

Dude Solutions FEIN - 56-2174429

Dude Solutions Dunn & Bradstreet # 01 097-1658

E. Describe any green or environmental initiatives or policies.

Dude Solutions Response: DSI employees have the option to work from anywhere on a consistent basis. Often times, this is from a home office which requires no commute to the workplace. Our global offices, where appropriate, utilize communal transportation methods and in some GO's are able to bike into the office when it's situated within a convenient distance. Our client-based travel has been reduced to in-person meetings only when required and we utilize teleconferencing options to accommodate otherwise.

Our Headquarters office is a BOMA BEST® national green building certified compliant building. All of our new renovations are up to the standard efficiency codes of the city including motion censored/energy-efficient lighting, paper-free drying methods in wash rooms, and condensed HVAC hours of operation.

In addition, Dude Solutions "Green Dude" club was established with the mission to bring awareness of our impact on the environment and inspire positive change through the education of our employees. The guiding principles for this organization include educating employees on sustainability best practices, introducing employees to energy-saving options at work and at home, and striving to minimize waste both within the club as well as the company.

All of our brick and mortar locations have a contracted service that removes recyclables from our locations. We only purchase recyclable utensils and paper products and have provided all employees with reusable water and coffee receptacles to cut back on recyclable production.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Dude Solutions Response: Dude Solutions does not currently utilize diverse partners through our Master Agreement, however, we support a diversity & inclusion program internally. Our mission is to continue building a diverse and inclusive culture – Promoting

belonging within Dude Nation is every Dude's responsibility. As a global workforce, we understand that there is no one kind of Dude. We are a multicultural, multigenerational company working together to empower our clients and employees to do the best work of their lives. Included in this program are several resources groups including: Hues of Dude, Pride Resource Group, Veterans Resource Group and the Good Dude.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☐ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☐ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☐ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☐ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used

when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.
Dude Solutions Response: Our delivery partner, Alpha Facility Solutions, holds an SDVOSB (Service Disabled Veteran Owned Small Business).

I. Describe how supplier differentiates itself from its competitors.
Dude Solutions Response:
Designed for Education – Unlike other providers, Dude Solutions offers the only online tools designed specifically for schools, universities and government organizations. The logic, the workflow, the processes and the language built into our tools meet the unique challenges of the education and government environment — making them intuitively easy to learn and use. That's why support staff, administrators, teachers, and technicians love us.

Market Leadership – We are currently the #1 solution for educational facility management now serving over 7,000 educational clients and many states. We estimate that over the previous 4 years, 7 out of 10 educational institutions who decide to purchase a facility management solution have purchased Dude Solutions.

Software as a Service (SaaS) model which offers a 70%+ decrease in the total cost of ownership compared to legacy systems.

Low Risk to Implement – The infrastructure is already built and it's proven and operating at measured and logged 99.99% reliability factors. Dude Solutions has invested millions of dollars in backup procedures, system monitoring, redundancy, disaster recovery, security, and scale so that you don't have to.

Fast Implementation – Up and running with our tried and tested implementation methodology.

Connected Suite – Our suite of on-demand solutions closely matches the requirements of the RFP and they work together.

Other modules beyond the RFP scope are offered which can offer greater benefit and return on the initial investment.

The Support – Dude Solutions' legendary support is vital to the success of our clients. We strive for our clients to be successful rather than just satisfied. Our support team is dedicated to providing legendary support which is demonstrated by answering the phone by a live person each and every call, responding to emails within 1 hour and providing lifetime training for our clients.

The Team – Our team has unmatched experience in providing innovative technology to educational institutions and government organizations nationwide. Our expertise has guided us to build the application services that we know you need, but that you have rarely been able to provide in the past. Now, you can have technology, business and facility management applications that are managed in a secure and reliable environment with support and services from a technology partner that knows your business. We have built our suite of SaaS operations management services in an environment that allows us to provide you with unprecedented levels of service and reliability at an affordable price.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Dude Solutions Response: Dude Solutions, Inc. has no past or present litigation, bankruptcy or reorganization.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

Dude Solutions Response: No

b. is not owned or operated by anyone who has been convicted of a felony; or

Dude Solutions Response: Dude Solutions is not owned or operated by anyone who has been convicted of a felony.

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Dude Solutions Response: No

L. Describe any debarment or suspension actions taken against supplier

Dude Solutions Response: Dude Solutions Inc. has no past or present litigation, suspension or debarment actions.

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Dude Solutions Response: Each product and service offering is described below;

Asset Essentials

Asset Essentials is a cloud-based maintenance platform developed for education maintenance operations management, whether your maintenance needs are daily, monthly or annually. With our software, users can initiate, assign and track the progress of maintenance work orders; manage assets and equipment; develop advanced workflows with preventive maintenance (PM) scheduling; create steps for audits and inspections; upload and categorize safety program documentation; manage work order parts; and assist with purchasing/requisition management. In addition, Asset Essentials has functionality for document management, reporting and mobile capabilities.

Workflow Management

- Work order request management
- Automatic request routing
- Location/asset-based work orders
- PM calendar scheduling
- Custom fields for organization-specific work order information
- Job planner/calendar view for technicians
- Work order prioritization

Work Tracking & Monitoring

- Ability to bulk update work orders

- Automated email notifications for work assignment based on asset, work type, location and more
- Automatic work order scheduling based on PMs
- Audit trail and log tracking
- High-level project tracking

Equipment/Asset Management

- Cost tracking and repair history for total cost of ownership (TCO) decision-making
- Calendar/meter reading tied to PM scheduling
- Supplier/vendor tracking at asset level

Mapping

- Base map of your institution's geographic area
- View and manage your work orders on a map view
- Create work orders and visually pin them to their appropriate location
- Switch between street and satellite views
- Filter work orders by priority, status, work category and more

Asset Management

- Holistic view so you can effectively manage work and assets inside and outside
- the building
- Manage your work orders, GIS assets and maintenance activity in one place
- Leverage ESRI ArcGIS integration to manage and maintain GIS assets
- View your upcoming workload spatially to measure and plan routes
- Prioritize work using insights from your GIS data
- Connect work orders to your GIS assets
- Update work in real time on iOS and Android devices (see mobile app and version requirements)
- Audits & Inspections
- Create steps for audit and inspection completion
- Access easy-to-use Audit & Inspections feature in mobile app
- Attach notes and photos to audit and inspection steps

Asset Register

- Centralized database of all assets across all asset classes
- Tracking any attribute associated with an asset (i.e. condition, estimated replacement date, purchase date, criticality, category, etc.)

Safety Programs

- Upload and categorize safety program documentation
- Assign team member to audit documentation to ensure it's current and compliant
- Attach documentation to work orders and preventive maintenance
- Work Order Parts & PO Management
- Work order parts inventory, including physical count
- Just in time (JIT) inventory
- Purchasing/requisition management

Reporting & Analysis

- Predefined dashboard with KPIs, reports and charts
- Budget tracking based on historic data and projections
- Print/export to Excel, create PDF for reporting
- Data analyzer tool

Mobile App

- Supported on iOS and Android devices (see version requirements)
- Download free from Apple App Store or Google Play
- Bar code and QR code capabilities for more efficient work order, asset and parts management

Document Management

- Attach documents to assets and work orders
- Supported formats include PDF, Microsoft Word, Excel, plain text

Asset Essentials Inventory

- Track your inventory & supplies through streamlined processes for part transactions,
- Work order parts management, purchase ordering and cost analysis.
- Detailed Part information
- Barcoding
- Transactional Part History
- Inventory Location Management
- Work Order Parts Management (Reactive and Preventive)
- Purchase Order workflows
- Physical Counts
- Reporting
- Notifications: when a part reaches reorder point or minimum quantity

Connector Toolkit

- The Connector Tool is an on-premises tool installed on your in-house device that
- Assists in batch imports and exports of CSV files. A Client Services Center consultant will help guide you through the installation and startup process plus a sample file demonstration. All you need to take this training course is an Internet connection.

Safety

- Upload and categorize safety program documentation
- Assign team member to audit documentation to ensure it's current and compliant
- Attach documentation to work orders and preventive maintenance

MaintenanceEssentialsPro

MaintenanceEssentials Pro™ is the leading cloud-based facilities management solution for education operations that simplifies the work order and preventive maintenance process, helping you streamline work order request generation, completion status tracking and reporting. MaintenanceEssentials Pro allows you to create, assign and manage recurring maintenance tasks more efficiently and

be a better steward of your institution. In addition, MaintenanceEssentials Pro has functionality for mobile capabilities.

Corrective Maintenance

- Submit work order requests from anywhere
- Automatic request routing
- Work order ranking and prioritization by project, location and budget
- Include budget codes, projects, equipment, labor and purchases with work orders
- Attach files to work orders for quick reference

Preventive Maintenance

- Recurring maintenance and PM tasks
- Cost reduction by 2 to 10 cents a square foot
- Reduce emergency work orders by 60%
- Interactive calendar for resource scheduling
- Equipment tracking

Mobile Applications

- Easy access to work orders
- Accurately track time-on-task
- Attach files to work orders from your mobile device

Operations Dashboard

- Business Intelligence (BI) reporting directly from Dude Platform
- Benchmark your progress
- Compare your performance to others in your region
- KPIs automatically generate into an executive PowerPoint format

Inventory Direct

Inventory Direct is a cloud-based inventory management solution that tracks all inventory transactions. Streamline the process of requesting, ordering, and tracking supplies and tools and allocating supplies to upcoming work requests.

Key Features

- Manages inventory items by various category types

- Allows inventory to be issued to a location, project, person, or work order
- Enables users to batch approve and issue inventory items to a specific request
- Includes catalog for easy viewing and selecting inventory items to purchase
- Integrates with MaintenanceEssentialsPro to track inventory items required for preventive maintenance tasks
- Features online requests for inventory and supplies
- Automatically emails requesters their request receipts
- Sends email notifications on what was approved, denied, or on back order
- Complete transactions of issue, receipt, and other tasks with any handheld device

Budget

- Tracks all material transactions such as receipts, returns, and adjustments
- Assigns stock pools to see what is low and replenish as needed
- Adjusts cycle counts and tracks why changes occur in re-inventories

Reporting & Documentation

- Displays list of items that need to be reordered, including supplier and suggested reorder quantity
- Tracks detailed information such as unit of issue, contract status, and tag number
- Generates detailed reports and graphs

Connect Authenticate

Connect Authenticate is an Active Directory Federation Services Single Sign-On (ADFS SSO) solution that allows users to securely access Dude Solutions applications by using the same secure credentials they use to connect to their organization's network. Users connect to their organization's network, and the network then authorizes them to use the Dude Solutions products with the use of Security Tokens. When a user accesses a Dude Solutions product,

they will be redirected to another site that you determine and will provide their designated network metadata to log in, eliminating the need for a Dude Solutions-specific password.

Critical Alarm Automation

Critical Alarm Automation is a building automation alarm solution that integrates with MaintenanceEssentialsPro. Automatically filter 'nuisance' alarms, generate work orders within MaintenanceEssentialsPro, and escalate critical alarms to appropriate personnel.

Productivity

- Provides intelligent filtering, reducing erroneous alarms
- Includes template to auto-fill work orders with information such as building, craft, trade, and specific equipment
- Automates work order generation in MaintenanceEssentialsPro, reducing data entry
- Colors critical alarm work orders green to help with searching and reviews
- Verifies response to alarm notifications

Communication

- Escalates critical alarms to next person in line, if not reviewed within specific timeframe
- Utilizes ASHRAE BACnet or Tridium NiagaraAX platform standards and/or standard email
- Integrates with MaintenanceEssentialsPro for efficient data exchange

Reporting & Documentation

- Tracks and documents all critical alarms within the system
- Generates customizable, detailed graphs and reports illustrating alarm history

Capital Forecasting

Capital Forecasting is a cloud-based budget projection solution developed to create an accurate list of future maintenance needs. Users can

accurately allocate resources for future work orders up to 30 years in advance by inputting information on existing asset lifecycles, facility condition assessments (FCAs) and work order history. This data is used to generate reports for key stakeholders to prove the value of work and the need for funding.

Capital Predictor

Capital Predictor is a cloud-based budget projection solution developed to create an accurate list of uture maintenance needs. Users can accurately allocate resources for future work orders decades in advance by inputting information on existing asset lifecycles, facility condition assessments (FCAs) and work order history. This data is used to generate reports for key stakeholders to prove the value of work and the need for funding.

Prediction Modeling

Apply service-based life cycle degradation paths and proven proprietary algorithms at component, specific asset, asset type or asset class level, enabling accurate forecasting of the health of your entire network; monitor the effects of maintenance and treatments applied.

Live Data & Reporting

Improve efficiency exponentially by sharing accurate, digestible and up-to-date asset management reporting outputs — no training or software installation required.

Visualization Integrations

REST APIs and data connectors integrate seamlessly to GIS, BI and analytics engines to bring your asset management plans to life and engage your audiences. Integrate multiple input sources and create a unified, informed story.

Comparison Reporting

Forecast changes to future condition and service levels of every asset in your portfolio given decreased, fixed or increased funding. Inform capital investment decision-making to maximize asset health with accurate scenario modeling across treatment types, intervention points, funding levels required and more.

Work Planner

Work Planner for Capital Predictor is an ArcGIS Pro Add-In that enables project planners to select assets and treatments from Capital Predictor's optimized long-term plans on a map and bundle them together into projects. This intuitive project building tool helps planners refine modeling outcomes and apply logic and local knowledge when planning infrastructure projects across multiple asset types within street and utility corridors, such as water, pavement, stormwater and sewer.

Energy Manager

Energy Manager is a cloud-based platform that creates unprecedented clarity into your utility bills and identifies areas of cost and consumption savings while improving your facility's conservation programs. With your organization's utility bills centralized, savings opportunities are easily visible by identifying possible billing errors and low performing buildings. In addition,

Energy Manager moves beyond traditional utility bill accounting to enable true energy management, including measurement and verification of capital projects, near real-time utility data collection and engagement of building occupants, while seamlessly setting the stage for data-driven discussion on how energy is used in your portfolio and how to use it more efficiently.

Key Features

- Track and monitor utility bills and compare usage data
- Quickly view high-level trends, cost and usage, view historic utility data and track ENERGY STAR rating with ENERGY STAR Sync via Dashboards
- Configurable views, reports, searches and graphs
- Report on use/cost, carbon emissions, budget data, avoided cost and weather
- Build custom reports based on utility bill information, use and cost rankings, and historical use/cost
- Using IMPVP standards, measure and verify use and cost savings while taking weather and relevant factors into account
- Create custom walkthroughs and steps to perform
- Create and manage Special Event Checklists and/or shutdown procedures

- Create O&M tickets to track energy maintenance issues
- Create Capital Projects to track and measure against actual usage
- Energy Star Sync
- Create an ongoing sync of your data from Energy Manager's database to Energy Star to see how you stack up with similar facilities and for compliance purposes, if needed.

Public Billboards
Ability to broadcast select reports and/or KPIs to external stakeholders and/or the community to show progress on ongoing energy efforts and show stewardship of valuable tax dollars. These are designed to be shared on public kiosks, large screens, computer monitors, tablets and more.

Utility Bill Population
Dude Solutions team populates your bill data into your Energy Manager database, thus reducing the amount of staff time needed to type or upload bill data and free you up to focus on more strategic items.

Utility Bill Population & Management
Dude Solutions team populates your bill data into your Energy Manager database, thus reducing the amount of staff time needed to type or upload bill data and free you up to focus on more strategic items. In addition to the populating your bill data, the Dude Solutions team will investigate any anomalies on the client's behalf to correct errors and prevent future mistakes made by utility providers.

Interval Data Recording & Management
Ability to see near-real time data (15-minute intervals of the day prior, or whatever the utility can provide) on your organization's usage. Identify and act upon waste before it appears on next month's bill and affects your budget.

EventEssentials Pro
EventEssentials Pro is a cloud-based collaborative event management solution that simplifies the facility scheduling and

community use process, providing your educational institution with tools to process online payments and data to benchmark progress, plus the best practices coaching necessary to guide your team to success.

Key Features

- Recoup approximately $18 per student by implementing a cost recovery program and improving coordination of support resources
- Automate the scheduling process and eliminate scheduling conflicts, ultimately saving your staff's time and maximizing your building's efficiency
- Community Use
- Improve customer service by automating communication and feedback with community members using an online portal for all event requests
- Recover $5 per student annually and 10 minutes per event by improving efficiency and communication with external groups
- Online Payments
- Save valuable time and money through a new online payment system. Online payments improve collections by 10% and save $2 per student per event.

TripDirect

Dude Solutions Trip Planning is a cloud-based trip planning and management solution that streamlines the educational trip workflow process. The solution is accessible via connection to the internet (see Technical Requirements). Each user will be given access via Dude Solutions Single Sign-On (SSO) credentials. From the central dashboard, users can manage requests, track trip-related costs for budget support, automate notifications for departments and provide reporting assistance.

Trip Management

- End-user trip request submission with status updates
- Automated routing for trip requests to approval managers
- Print trip consent forms
- Manage driver and vehicle scheduling
- (Optional) score drivers by hours, overtime and tenure

Budget Support

- Support budgeting data
- Track trip-related costs, including:
  - Driver wages
  - Mileage
  - Purchase

Event Manager

Event Manager is a cloud-based platform that helps you schedule, organize and promote all of your organization's events from start to finish in one system. From the time a facility request comes in to when you're running reports on the event afterward, Event Manager is your easy-to-use, centralized system for every task. The solution simplifies the approval process for facility usage requests, streamlines staff workflows to drive efficiencies, eases the promotion of events and facilities to amplify community engagement, and organizes billing to maximize cost recovery, all while compiling data you can use to confidently report on your events and drive future decisions.

Scheduling & Publishing

- Master calendar with private and public calendar sites
- Upload specific schedules, such as classes and/or athletic events, to reserve space
- Customizable color, fonts and logos to match your branding
- Event filtering by category, location and/or keywords
- Registration and ticketing for paid or free events
- Event promotion via email or social media with built-in designs
- SEO-friendly with Google Analytics integration available
- Social referral features for many of the largest social media channels

Event Management

- Check availability based on locations or time
- Include setup and breakdown times
- Customize the workflow for internal event approval process

- Manage tasks in relation to specific events while pulling in the proper service providers
- Online payment using our preferred providers: Stripe, PayPal and more
- Pre-selected options for rooms/sites to be configured upon arrival of rented space
- Create, send and track invoices
- Establish fee packages based on organization type
- Community Use
- Request portal for community requests to utilize your institution's facilities
- Ability for community to search using keywords
- Custom branding to best highlight your facilities availability for public usage

Help Desk

Incident is a powerful, online technology incident and help desk management tool that streamlines the entire technology workflow process, from Help Desk request to resolution.

Key Features

- Manages incidents for computers, audio visual and telecomm equipment
- Enables requesters to submit incidents and check status online
- Features enhanced routing with programmable logic for managing and automating incident approval and assignment
- Helps requesters identify problems at point of request through troubleshooting questionnaires
- Features work queues to group requests by problem type and automatically route and assigning incidents
- Enables easy import of existing inventory of IT assets
- Tracks detailed asset information including assignment, history, configuration, related incidents and default priority
- Includes online IT discussion board for peer problem solving and role-based public knowledge base for requester self-help
- Integrates with EventEssentialsPro (sold separately) to enable requesters to submit technology requests for event setup

- Integrates with MaintenanceEssentialsPro work order management system (sold separately) to provide "one stop shopping" for staff to submit either facility or IT work requests

Insight

Dude Solutions' Insight takes out the need for manual entry with agentless, automated discovery and inventory management. Our solution creates a seamless, simple way to keep track of all the assets on your network without the added bulk of individual agents on devices. The Insight PAD initiates two major back-end processes: Discovery and inventory.

Discovery – The process of identifying devices on a network by detecting all of its live IP addresses using ICMP/PING and Nmap Port Scans

Inventory – The classification and cataloging of discovered devices and collecting details on the device itself, such as the serial number, installed software and hardware details for the asset

SmartGov

SmartGov is a browser-based software-as-a-service (SaaS) solution that securely manages and streamlines processes at every stage of engagement. With automated, mobile-enabled technology, simplify access and processes for citizens and commerce surrounding new business startups, buildings and construction, community expansion, property valuation and more.

Permitting, Planning & Zoning

- Centralize permit and project data
- Monitor contractor license information
- Automate workflow and approval process
- Define an unlimited number of permit and project types
- Collaborate internally between departments or externally with clients
- Calculate fees automatically, including late NSF penalties

- Attach notes, scanned images and electronic files to a permit or project
- Manage special zoning and conditional requirements
- Assign inspections based on geographical area, violation type or inspector workload
- Integrate with existing GIS systems

Licensing

- Manage licensing from new applications to renewals and expirations, including timelines, fees and inspections
- Issue business licenses
- Generate notice letters for applicants
- Enable online application submittal and fee payment
- Allow for expirations or blocking of permit and inspection requests
- Enable users to view business license history

Electronic Plan Review

- Paperless processing of all plan reviews and reporting
- Enable workflows, task routing, approvals and digital plan review functionality
- Concurrent review by multiple users in real-time
- Track changes and revisions throughout the lifecycle
- Add markups, comments and time-stamps to drawings
- Attach code references to comments and generate code reference/ comment documents
- Store frequently-used comments
- Compare multiple versions of drawings with overlay and side-by-side view
- Integrates with Bluebeam seamlessly to bring in all comments and markups across all reviewers

Code Enforcement

- Automate enforcement, from complaint submittal to resolution
- Centrally track and manage unlimited case types, code violation activity and deadlines
- Assign inspections based on geographical area, violation type or inspector workload

- Track investigations, hearings and legal actions
- Automatically calculate violation fines
- Attach notes, scanned images and electronic files to a case
- View case resolution and create a permanent case history
- Integrate with existing GIS system

Inspections

- Unify automated workflows, task lists, scheduling and note-taking
- Define inspection types
- Create checklists of actions for each inspection type
- Assign inspection types and checklists to every project, permit, case or license
- Schedule inspections based on geography, type or inspector
- Track every inspection as part of a permanent digital record
- Sort, query and access records easily, from anywhere at any time

Mobile

- Full suite of permitting tools in the field via any laptop, tablet or smartphone
- Document updates or code issues and communicate them with co-workers and clients in real time

Map Integration

- Enable visualization of any number of GIS layers alongside permits, projects,
- inspections and code enforcement cases with an ArcGIS integration
- Five Esri GIS layers included: parcel boundaries, sewer or water lines, school districts, floodplain boundaries and zoning districts. Additional GIS layers are optional.
- GIS layers can be displayed in conjunction with the standard base maps included as part of the core feature set
- Display inspection search results and enforcement actions as a point on a map
- Navigate existing cases and initiate new cases starting from a map

Public Portal

- Submit permit applications, including digital documents, digital plans, fee payments and inspection requests View the status of permits, inspections and violations
- Print reports and required forms
- Access fee information
- View daily and pending inspection schedules, as well as year-to-date metrics
- View and respond to digital plan markup and comments
- Review real-time plan check comments and inspection result

Online Payments

- Define fee types and rates available online
- Assess fees and invoice for payment
- Receive partial or full payments and issue partial or full refunds
- View transaction history
- Integrate with payment processors and Financial Management Systems
- Manage security and uptime to allow for payments 24/7

Equipment Data Gathering

Equipment Inventory Data Gathering is performed through the conduction of staff interviews and physical onsite data gathering. These onsite activities are done in conjunction with a Certified Dude Solutions Provider (DSI Service Provider).

All Equipment Inventory Data Gathering services include the following deliverables:

- Collection of major equipment items for populating your Dude Solutions Work & Asset Management solution.
- Import major Equipment Items into client's Dude Solutions Work & Asset Management solution.
- No report will be provided.

Facility Condition Assessment

Dude Solutions' (DSI) facility condition assessment (FCA) is a visual assessment evaluating the facility systems based on the following

Standard Scope of Work (SOW). This FCA service will collect data on major facility assets, as well as provide narratives that summarize assessment observations and comments. An inventory of Equipment Items as well as a forecast model of upcoming System/Sub-System replacements will be imported into DSI's work & asset management and capital forecasting solutions respectively.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Dude Solutions Response: Dude Solutions is a SaaS software company and we host our solutions in the cloud giving users the ability to access from anywhere, anytime with any device that can connect to the internet. This delivery method also allows us to deliver implementation and training services remotely to clients. We also offer onsite, in-person delivery options for our products.

Dude Solutions will make products and services available to members in all 50 States in the event of an award.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Dude Solutions Response: Dude Solutions holds itself accountable to high internal standards. Dude Solutions utilizes a quote-to-cash process within its CRM system to manage all order transactions. The discount schedule is entered into the CRM system, making it easy for sales reps to include OMNIA and applicable pricing on client quotes. Sales reps select OMNIA as the purchasing partner and discounts are automatically applied to the products and services included in the quote presented to the participating entity. When an order is closed, DSI's Order Operations team confirms contract pricing when processing the order. An agreement is created for each order reflecting the applicable purchasing partner used by the client and this agreement flows to DSI's billing team for an invoice to be issued. Payments are recorded against this agreement, allowing DSI to efficiently report on transactions each quarter. Upon request, DSI will provide a copy of approved contract pricing to a Participating Agency to verify compliance.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Dude Solutions Response: Dude Solutions works with 3rd party partners to deliver implementation and data collection services such as facility condition assessments and equipment gathering. Implementation and service partners include:

- WithersRavenel
- Alpha Facilities
- Bureau Veritas (BVNA)
- GM BluePlan
- WalterFedy

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Dude Solutions Response: Not Applicable.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Dude Solutions Response: Dude Solutions has a well-established relationship with OMNIA Partners and remains committed to expanding the partnership now and in the future. It is our goal to feature the new partner in all membership communications and share the value-added benefits via multiple channels.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier,

as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials

- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

Dude Solutions Response: For over 20 years, Dude Solutions has been dedicated to the unique needs of government and educational facilities. Dude Solutions is distinctly qualified as the partner of choice to do the hard work of marketing this program to Public Sector members, OMNIA Partners. It is likely that we are already involved in state conferences and organizations that overlap with OMNIA Partners, Public Sector which will enhance the overall marketing efforts. In addition, Dude Solutions will collaborate with OMNIA Partners to execute a strong go-to-market plan to ensure maximum visibility of the partnership. Dude Solutions commits to providing a dedicated point of contact, comprehensive sales training, as well as updated sales and marketing guarantee detailing the benefits of the program and its offers. A co-branded press release announcing the continued relationship will be distributed upon award announcement.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Dude Solutions participates with the following cooperatives:

- Association of Educational Purchasing Agencies
- Sourcewell
- Mohave Educational Services Cooperative

Dude Solutions includes all cooperative contracts on its website, and our clients are able to select their preferred choice.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Dude Solutions Response: Dude Solutions will provide branded logo to OMNIA with guidelines, and when requested, will review its use in

related marketing communications and promotions. Any usage of OMNIA Partners logo will be submitted for review.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive

Dude Solutions Response: Dude Solutions confirms it will take commercially reasonable efforts to proactively sell its goods and services to Public Agencies nationwide and will follow up with leads established by OMNIA Partners in a timely fashion. In addition, DSI will produce sales materials in support of the contract.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
iv. Knowledge of benefits of the use of cooperative contracts

Dude Solutions Response: Dude Solutions provides regular, ongoing training to sales organization on updated national contracts and cooperatives, to give clients the best buying power.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

Contact Name:	Georgia Ferretti
Title:	Director Strategic Partnerships
Email:	Georgia.ferretti@dudesolutions.com
Phone:	1-877-655-3833

ii. Marketing

Contact Name:	Amanda Fletcher
Title:	Sr. Event & Partner Marketing Manager
Email:	Amanda.fletcher@dudesolutions.com
Phone:	1-877-655-3833

iii. Sales

Contact Name:	Brian Benfer
Title:	SVP Sales
Email:	Brian.benfer@dudesolutions.com
Phone:	1-877-655-3833

iv. Sales Support

Contact Name:	Kyle Williford
Title:	VP, Sales Public Markets
Email:	kyle.williford@dudesolutions.com
Phone:	1-877-655-3833

v. Financial Reporting

Contact Name:	Melissa Buchanan
Title:	Contract Manager
Email:	Melissa.buchanan@dudesolutions.com
Phone:	1-877-655-3833

vi. Accounts Payable

Contact Name:	Davion Cooper
Title:	VP of Finance
Email:	Davion.cooper@dudesolutions.com
Phone:	1-877-655-3833

vii. Contracts

Contact Name:	Melissa Buchanan

Title:	Contract Manager
Email:	Melissa.buchanan@dudesolutions.com
Phone:	1-877-655-3833

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
Dude Solutions Response: Dude Solutions' sales force is structured by industry verticals; public sector includes Education and Government; private sector includes Healthcare, Senior Living, Manufacturing and Membership.

For each vertical, there are Sales Account Executives (AE), Sales Development Representatives (SDR), Solutions Consultants (SC) and Account Managers (AM) that call and demonstrate our solutions to current and potential clients every day. Each vertical has sales managers that lead these individuals and are responsible for hitting vertical and overall company sales goals.

All verticals roll up to our SVP of Sales, Brian Benfer.

Contact Name:	Brian Benfer, SVP of Sales
Address:	11000 Regency Pkwy #110 Cary, NC 27518
Phone:	1-877-655-3833
Email:	brian.benfer@dudesolutions.com

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
Dude Solutions Response: When a Dude Solutions Sales Development Representative (SDR) or Account Executive (AE) or Account Manager (AM) identifies a client or prospect that is considering a solution and also mentions they are planning to use an RFP process, the employee will introduce OMNIA as an option that would be of benefit to the client or prospect. This happens in highly customized, one-to-one conversation between the prospect/client and the Dude Solutions employee.

Dude Solutions provides a website section dedicated to our valued cooperative purchasing partners, along with co-branding that will clearly identify OMNIA as a procurement mechanism. Dude Solutions holds an annual user conference, Dude University,

where OMNIA can sponsor and socialize their contract and educate our client base.

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account setup, timely contract administration, etc.
Dude Solutions Response: Dude Solutions has existing processes in place to manage the coordination of sales and marketing efforts. Within our CRM system, salespersons are able to associate a cooperative agency with an open opportunity; once associated, our quote to cash system applies applicable discounts. This information flows through our quote to cash process, ensuring our team is able to administer reporting and fees.

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Dude Solutions Response: Government & Education is currently 75.2% of our Contracted ARR.

Top 10 Public Agency Customers - As a privately held company, our current Board of Directors have established protocols that do not allow financial information to be shared publicly. DSI is open to have further discussion regarding this matter if necessary. DSI has many years of established sales performance under previous contract awards.

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
Dude Solutions Response: Dude Solutions has a proven process in place for order management to receipt of payment. There are a few platforms involved that help make this process repeatable. Systems being used and function include:

- Salesforce and Salesforce CPQ for contracting orders
- Intacct Order Management is used for revenue recognition and Intacct Accounts Receivable for invoicing and cash applications.
- Lockstep Collections Automation Software for dunning and credit card processing.

L. Intentionally Omitted

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.
Dude Solutions Response: Dude Solutions does not quote services below what is available under the purchasing cooperative. The client will either get cooperative pricing or they will be quoted higher.

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs)

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES KC Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES KC Initials of Authorized Representative of offeror

Does offeror agree to abide by the above? YES KC Initials of Authorized Representative of offeror

(D) 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 CFR Part 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 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The 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.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES KC Initials of Authorized Representative of offeror

(E) 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 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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES KC Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES KC Initials of Authorized Representative of offeror

Does offeror agree? YES KC Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES KC Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES KC Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES KC Initials of Authorized Representative of offeror

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES KC Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES KC Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES KC Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Dude Solutions, Inc.

Address, City, State, and Zip Code: 11000 Regency Parkway, Suite 400, Cary, NC 27518

Phone Number: 919-816-8237 Fax Number:

Printed Name and Title of Authorized Representative: Kelly Caputo, General Counsel

Email Address: contracts@dudesolutions.com

Signature of Authorized Representative: Date: 8/27/2021

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

5. Using 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.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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

(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 it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, 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 the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such 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 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 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "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, 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, 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.

contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) 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.

(5) 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.

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

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

   a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program**.

   b. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

   c. In accordance with the statute, contractors must be required to pay wages to laborers and

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.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.

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

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

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 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 workweek.

"Compliance with the Contract Work Hours and Safety Standards Act.

(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 (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (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 (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

   a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

      "Clean Air Act

      (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.

      (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

      (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.

      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 state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

      (3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in partwith Federal assistance provided by FEMA."

8. Debarment and Suspension.

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

(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, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(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.

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."

9. Byrd Anti-Lobbying Amendment.

   a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

   b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

   c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

   d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with

each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of

Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Dude Solutions, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Kelly L. Caputo, General Counsel
Name and Title of Contractor's Authorized Official

8/27/2021
Date"

10. Procurement of Recovered Materials.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program."

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any

12. DHS Seal, Logo, and Flags.

    a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

    b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

    a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

    b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

    a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

    b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

    a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

    b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Dude Solutions, Inc.

Address, City, State, Zip: 11000 Regency Parkway, Suite 400, Cary, NC 27518

Phone Number: 919-816-8237 Fax Number:

Printed Name and Title of Authorized Representative

KELLY L. CAPUTO, GENERAL COUNSEL

Email Address: contracts@dudesolutions.com

Signature of Authorized Representative: Date: 8/27/2021

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Dude Solutions, Inc.

Organization Address: 11000 Regency Parkway, Suite 400, Cary, NC 27518

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Dude Solutions Intermediate Holdings, Inc.	11000 Regency Parkway, Suite 400 Cary, NC 27518

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Dude Solutions Intermediate Holdings, Inc.	11000 Regency Parkway, Suite 400 Cary, NC 27518

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the

NON-COLLUSION AFFIDAVIT

State of ~~New Jersey~~ North Carolina
County of Wake ss:

I, Kelly Caputo (name of affiant) residing in Cary (name of municipality)
in the County of Wake and State of North Carolina of full age, being duly sworn according to law on my oath depose and say that:

I am General Counsel (title or position) of the firm of Dude Solutions, Inc. (name of firm)

_____ the bidder making this Proposal for the bid

entitled Omnia RFP 21-07 Facilities Management software (title of bid proposal), and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ Region 4 Education Service Center (name of contracting unit) relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by N/A.

Subscribed and sworn to

before me this day

Signature

September 1, 2021

KELLY L. CAPUTO
(Type or print name of affiant under signature)

Wake County, NC
Notary public of

My Commission expires 04.05.2022

(Seal) LAURIE K. JACKSON NOTARY PUBLIC

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Dude Solutions, Inc.

Street: 11000 Regency Parkway, Suite 400

City, State, Zip Code: Cary, NC 27518

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Dude Solutions, Inc.		
Address:	11000 Regency Parkway, Suite 400		
City:	Cary	State: NC	Zip: 27518

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Kelly Caputo Printed Name	General Counsel Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
None	None	N/A	$ N/A

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Dude Solutions Intermediate Holdings, Inc. Home Address: 11000 Regency Parkway, Suite 400 Cary, NC 27518	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 21st day of September

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: Omnia RFP 21-07 **Bidder/Offeror:** Dude Solutions, Inc.

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☑ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

_____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of

02/21/19

Taxpayer Identification# 562-174-429/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
DUDE SOLUTIONS INC.

TRADE NAME:
SCHOOLDUDE.COM

ADDRESS:
11000 REGENCY PARKWAY STE 200
CARY NC 27518-8518

SEQUENCE NUMBER:
1084688

EFFECTIVE DATE:

ISSUANCE DATE:

Certification 427(

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursu
N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will rem
effect for the period of 15-OCT-2018 to 15-OCT-2021

DUDE SOLUTIONS
11000 REGENCY PKWY., SUITE 110
CARY NC 27518

ELIZABETH
State

DOC #9

MCBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: Omnia RFP 21-07 **VENDOR/BIDDER:** Dude Solutions, Inc.

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

[X] The Vendor/Bidder has no business operations in Northern Ireland; or

OR

[ ] The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or

TAB 4 – Qualification and Experience

a) References

i. Provide a brief history of the Offeror, including year it was established and corporate office location.

Dude Solutions Response: Dude Solutions is a leading software-as-a-service (SaaS) provider of operations management solutions to education, government, healthcare, senior living, manufacturing and membership-based organizations. For nearly two decades, Dude Solutions has inspired clients to create better work and better lives. We combine innovative, user-friendly technology with the world's smartest operations engine, empowering operations leaders to transform the most important places in our lives.

Today, more than 12,000 organizations use our award-winning software to manage maintenance, assets, energy, safety, IT, events and more.

Company Facts

Company Name: Dude Solutions, Inc. (DSI)
Date Established: 1999
Markets Served: Clubs & Associations, Education, Government, Healthcare,
Manufacturing
Office Locations: Headquarters located at 11000 Regency Parkway, Ste 110, Cary,
NC 27518
Phone number: 1-877-655-DUDE (3833)
Employees: As of May 2020, we have 520+ employees
Former Names: SchoolDude/FacilityDude
State of Incorporation: Delaware

ii. Describe Offeror's reputation in the marketplace.

Dude Solutions Response: Dude Solutions holds a great reputation in the marketplace working with several industry associations such as ICMA, IFMA, APWA, ASBO, TASBO, WASBO, PASBO (among others) attending tradeshows and conferences and speaking on new trends and hot topics in the public sector.

In recent years, Dude Solutions has been recognized for:

- NC TECH Awards
  - 2020 – finalist, NC headquartered company https://www.wraltechwire.com/2020/10/16/scores-of-companies-across-state-are-finalists-for-nc-tech-awards-2/
  - 2019 – finalist, software https://www.dudesolutions.com/news/dude-solutions-selected-finalist-2019-nc-tech-awards
  - 2018 – winner, industry-driven https://www.dudesolutions.com/news/dude-solutions-wins-industry-driven-award-nc-tech
- 2019 #34 Triangle Business Journal's Fast 50
- 2019 #13 NC Mid-Market Fast 40
- 2019 Triangle Business Journal Diversity Awards
- 2019 Triangle Business Journal Corporate Philanthropy Award

iii. Describe Offeror's reputation of products and services in the marketplace.

Dude Solutions Response: Dude Solutions has been a trusted partner for thousands of education and government organizations since 1999. Our experience in the market has allowed us to create best practices around operations and asset management. We've leveraged our 21+ years' experience and best practices in over 12,000 implementations. Our client satisfaction rating is 97%.

With industry-focused expertise, legendary support and a proven track record of success, we meet our clients where they are today to prepare them for tomorrow. Dude Solutions accomplishes this through a commitment to being a trusted partner, offering a connected suite of software products and

creating the predictive insights decision-makers need. Deep industry-focused expertise — and a proven track record of success We know our clients' world inside and out. From the energy that powers your spaces to the equipment, tools and assets crucial to helping your organization do its best work. We've spent the last 20 years helping over 12,000 clients transform their operations.

We've set ourselves apart as being the market leader in this industry and really paving the way for the future of facilities management, infrastructure management, and long-term strategic asset management.

iv. Describe the experience and qualification of key employees.

Dude Solutions Response: Dude Solutions team has a wealth of knowledge in the industry and experience implementing SaaS software. Our executive team is made up of individuals passionate about being at the top of their game – so they can pave the way for our employees and company to do the same.

Brian Benfer, SVP Sales, is a data-oriented and values driven sales leader who has spent his career developing sales teams for high-growth SaaS companies. Brian believes if you obsess over client experience, you're guaranteed to deliver the best results for your clients and employees.

Below are a few example resumes to show the experience and qualification of our implementation and support teams.

Sr. Project Coordinator

- Bachelor of Science, Education
- Certified Project Management Professional
- 14+ years in client services

This is a client-facing support role at Dude Solutions. This roles' duties include planning and coordinating the implementation of Dude Solutions software products through webcasts and onsite trainings. A Sr. Project Coordinator is skilled at managing multiple implementations simultaneously and customizes training curriculum to meet individual client needs. This role requires the Sr. Project Coordinator to maintain strong relationships with clients through calls, emails and scheduled meetings to ensure client success in

implementation. The Sr. Project Coordinator documents and manages client lifecycles in Salesforce, providing additional support through the Basecamp platform. Sr. Project Coordinator works closely with the development and sales teams to advocate for their clients.

Project Manager

- PMP, Scrum Master
- 10+ years in Project Management

A DSI Project Manager is responsible for helping clients meet their implementation goals by creating and managing the project plan within the services and solutions' scope and helps identify and mitigate risks or issues that come up in the implementation process. Project Managers ensures that project information is clearly communicated to the client, conducts periodic status meetings, and collaborates with both the client and internal stakeholders. Coming from a background in project management and business analytics, the Project Manager helps many teams achieve success using project management principles in a variety of client environments.

Senior Implementation Specialist

- Bachelor of Arts
- 15+ years in software training

A Senior Implementation Specialist works with clients to successfully implement Dude Solutions software to help clients meet their desired goals, and to see the value of their investment while helping to keep the projects on schedule.

v. Describe Offeror's experience working with the government sector.

Dude Solutions Response: Dude Solutions has worked with the government / public sector since 1999 providing operations and asset management solutions. Our teams speak at national tradeshows and host webinars to educate the market on new trends / hot topics on a consistent basis.

Our solutions are tailored to meet the needs of school districts, public works, utilities, facilities, parks and recreation, planning, zoning, building, inspections, licensing, code enforcement and other government departments.

Our experience with government clients includes managing infrastructure, facilities, fleet / vehicles, work orders, assets, inventory, life-cycles, long term strategic asset management.

vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.
Dude Solutions Response: None

vii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Entity Name:	Katy ISD
Contact Name and Title:	Kathy McDonald, Executive Director of M&O
Contact Phone:	281-396-2502
Contact Email:	kathrynamcdonald@katyisd.org
City and State:	Katy, TX
Years Serviced:	15
Description of Services:	AEE;CFD;EM;EEP
Annual Volume:	As a privately held company, our current Board of Directors have established protocols that do not allow financial information to be shared publicly. DSI is open to have further discussion regarding this matter if necessary. DSI has many years of established sales performance under previous contract awards.

Entity Name:	Conroe ISD
Contact Name and Title:	Marshall Schroeder, Director of M&O
Contact Phone:	936-709-7752
Contact Email:	mschroeder@conroeisd.net
City and State:	Conroe, TX
Years Serviced:	10
Description of Services:	EM;MEP;EEP;ID

Annual Volume:	As a privately held company, our current Board of Directors have established protocols that do not allow financial information to be shared publicly. DSI is open to have further discussion regarding this matter if necessary. DSI has many years of established sales performance under previous contract awards.

Entity Name:	Fort Bend ISD
Contact Name and Title:	David Bass, Director of Maintenance
Contact Phone:	281-634-4292
Contact Email:	david.bass@fortbendisd.com
City and State:	Sugar Land, TX
Years Serviced:	17
Description of Services:	MEP;EM;EEP;ID
Annual Volume:	As a privately held company, our current Board of Directors have established protocols that do not allow financial information to be shared publicly. DSI is open to have further discussion regarding this matter if necessary. DSI has many years of established sales performance under previous contract awards.

Entity Name:	Austin ISD
Contact Name and Title:	Louis Zachary, Director of Maintenance and Operations
Contact Phone:	512-414-2209
Contact Email:	louis.zachary@austinisd.org
City and State:	Austin, TX
Years Serviced:	3
Description of Services:	AE;CFD;EM
Annual Volume:	As a privately held company, our current Board of Directors have established protocols that do not allow financial information to be shared publicly. DSI is open to have further discussion regarding this matter if necessary. DSI has many years of established sales performance under previous contract awards.

Entity Name:	Waco ISD
Contact Name and Title:	Alexander Villanueva, Assistant Director of Facilities
Contact Phone:	254-301-6359
Contact Email:	alexander.villanueva@wacoisd.org
City and State:	Waco, TX
Years Serviced:	18
Description of Services:	MEP;CFD;FCA
Annual Volume:	As a privately held company, our current Board of Directors have established protocols that do not allow financial information to be shared publicly. DSI is open to have further discussion regarding this matter if necessary. DSI has many years of established sales performance under previous contract awards.

Entity Name:	Lewisville ISD
Contact Name and Title:	Jason Hughes, Executive Director of Facilities
Contact Phone:	469-713-5204
Contact Email:	hughesjk@lisd.net
City and State:	Lewisville, TX
Years Serviced:	16
Description of Services:	AEE;EM;EEP
Annual Volume:	As a privately held company, our current Board of Directors have established protocols that do not allow financial information to be shared publicly. DSI is open to have further discussion regarding this matter if necessary. DSI has many years of established sales performance under previous contract awards.

Entity Name:	Odessa College
Contact Name and Title:	Bryan Heifner, Director Facilities & Construction
Contact Phone:	432-335- 6512
Contact Email:	bheifner@odessa.edu
City and State:	Odessa, TX
Years Serviced:	17

Description of Services:	ITD;MEP;FSD;PMD;CD
Annual Volume:	As a privately held company, our current Board of Directors have established protocols that do not allow financial information to be shared publicly. DSI is open to have further discussion regarding this matter if necessary. DSI has many years of established sales performance under previous contract awards.

Entity Name:	Abilene Christian University
Contact Name and Title:	Corey Ruff, Exec Dir Facilities & Campus Management
Contact Phone:	325-674-2665
Contact Email:	corey.ruff@acu.edu
City and State:	Abilene, TX
Years Serviced:	14
Description of Services:	AE;EvM
Annual Volume:	As a privately held company, our current Board of Directors have established protocols that do not allow financial information to be shared publicly. DSI is open to have further discussion regarding this matter if necessary. DSI has many years of established sales performance under previous contract awards.

Entity Name:	City of Abilene
Contact Name and Title:	Richard Rogers, Assistant Dir. Of Community Services
Contact Phone:	325-676-6216
Contact Email:	Richard.rogers@abilenetx.gov
City and State:	Abilene, TX
Years Serviced:	9
Description of Services:	AE;CAPF
Annual Volume:	As a privately held company, our current Board of Directors have established protocols that do not allow financial information to be shared publicly. DSI is open to have further discussion regarding this matter if necessary. DSI has many years of established sales performance under previous contract awards.

Entity Name:	Lubbock County
Contact Name and Title:	Natalie Harvill, Director of Facilities
Contact Phone:	806-775-1003
Contact Email:	nharvill@co.lubbock.tx.us
City and State:	Lubbock, TX
Years Serviced:	2
Description of Services:	AE;CAPF
Annual Volume:	As a privately held company, our current Board of Directors have established protocols that do not allow financial information to be shared publicly. DSI is open to have further discussion regarding this matter if necessary. DSI has many years of established sales performance under previous contract awards.

viii. Provide any additional information relevant to this section.

TAB 5 – Value Add

b) Value Add

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Dude University
Dude University™ is the nation's largest career development and professional training conference exclusively for school, college, university and government operations professionals.

The Dude University curriculum is designed to provide professional development for professionals in all areas of operations, including maintenance, business, facilities, technology and transportation.

Some quick highlights:

- Sessions – Design your own conference schedule to fit your professional development needs! All sessions are created to address the areas of interest that most affect you in your specific job role.
- Learning Lab – A hands-on product training area filled with more than 70 computers and staffed by Dude Solutions Client Services Team. The Learning Lab will be open throughout the entire conference for you to become more acquainted with Dude Solutions products you currently own, or to try out new ones.
- Networking – A chance to network with others in your industry or using the same products.

Learn more at https://university.dudesolutions.com/

Equipment Inventory Data Gathering is performed through the conduction of staff interviews and physical onsite data gathering. These onsite activities are done in conjunction with a Certified Dude Solutions Provider (DSI Service Provider).

All Equipment Inventory Data Gathering services include the following deliverables:

- Collection of major equipment items for populating your Dude Solutions Work & Asset Management solution.

- Import major Equipment Items into client's Dude Solutions Work & Asset Management solution.
- No report will be provided.

Facilitiy condition assessment (FCA) is a visual assessment evaluating the facility systems based on the following Standard Scope of Work (SOW). This FCA service will collect data on major facility assets, as well as provide narratives that summarize assessment observations and comments. An inventory of Equipment Items as well as a forecast model of upcoming System/Sub-System replacements will be imported into DSI's work & asset management and capital forecasting solutions respectively.

All FCA's will include a deliverable containing the following items:

- Narrative report with descriptions of major systems and corresponding c onditions
- Primary digital photos of key components and deficiencies are included in the narrative
- 20-year capital Reserve table with System/Sub-System replacement costs and dates
- Import of Systems-level detail into client's DSI capital forecasting solution
- Import major Equipment Items into client's Dude Solutions work & asset management solution.

TAB 6 – Additional Required Documents (Appendix C)

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☒ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Dude Solutions, Inc.

Address 11000 Regency Parkway
Suite 400
Cary, NC 27518

Phone 919-816-8237

Fax N/A

Contact

Signature

KELLY C. CAPUTO
Printed Name

GENERAL COUNSEL
Position with Company

Official Authorizing Proposal

Signature

Brian C. Benfer
Printed Name

SVP, Sales
Position with Company

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2021-797071

Date Filed:
08/31/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Dude Solutions, Inc.
Cary, NC United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

21-07
Facilities Management Software and Solutions

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Dude Solutions Intermediate Holdings, Inc.	Cary, NC United States	X	
Eghbali, Behdad, Chairman of the Board	Cary, NC United States	X	
Mehrotra, Prashant, Director	Cary, NC United States	X	
Graham, Dan, Director	Cary, NC United States	X	
Kemmerer, Kevin, Director	Cary, NC United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Kelly L. Caputo, and my date of birth is 12/11/1977.

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Kelly Caputo, as an authorized representative of

Dude Solutions, Inc., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

9/1/2021
Date

e. Any additional agreements Offeror will require Participating Agencies to sign

Dude Solutions will present the member with an Order Form detailing the services to be provided thereunder, which will include an agreement to be bound by DSI's Master Subscription Agreement, as well as any addenda and supplements that may be applicable for a specific transaction. The Master Subscription Agreement governs the access and use of the software subscription. DSI requires the electronic or written acceptance of the Order Form to begin a subscription or commence professional services. Dude Solutions MSA included on the following pages.

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (this "Agreement") shall govern Subscriber's (as defined below) access and use of the Services (as defined below) provided by Dude Solutions ("DSI"). BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT OR BY OTHERWISE ACCESSING AND USING THE SERVICES, SUBSCRIBERAGREES TO THE TERMS OF THIS AGREEMENT. AS A RESULT, PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERMS "ACCOUNT" OR "SUBSCRIBER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

Section 1.0 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

1.1 "Access Credentials" means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Service.

1.2 "Account" means Subscriber's specific account where Subscriber subscribes to access and use Service(s).

1.3 "Account User" means each employee, consultant and contractor of Subscriber that has been granted Access Credentials.

1.4 "Affiliate" means, with respect to any legal entity, any other legal entity that (i) controls, (ii) is controlled by or (iii) is under common control of such legal entity. A legal entity shall be deemed to "control" another legal entity if it has the power to direct or cause the direction of the management or policies of such legal entity, whether through the ownership of voting securities, by contract, or otherwise.

1.5 "Subscription Fee" means the fee invoiced to Subscriber by DSI prior to the Initial Term and each applicable Renewal Term, which is required to be paid in order for Subscriber to be permitted to access and use the Service and, if applicable the API.

1.6 "API" means DSI's proprietary application programming interface and any accompanying or related documentation, software libraries, software tools, published specifications, and other materials, as amended from time-to-time in DSI's sole discretion.

1.7 "Beta Service" means DSI Service or functionality that may be made available to Subscriber to try at its option at no additional charge that is clearly designated as beta, pilot, limited release, early adoption, non-production, sandbox, evaluation or a similar description.

1.8 "Business Hours" means the applicable business hours as defined on the Order Form.

1.9 "Confidential Information" means any non-public information and/or materials maintained in confidence and disclosed in any form or medium by a party under this Agreement (the "Disclosing Party") to the other party (the "Receiving Party"), that is identified as confidential, proprietary or that a reasonable person should have known, was the Confidential Information of the other party given the nature of the circumstances or disclosure, or as otherwise defined as Confidential Information, trade secrets, and proprietary business information as provided under applicable state law and exempted from disclosure by the applicable statute. Confidential Information may include without limitation: information about clients, services, products, software, data, technologies, formulas, processes, know-how, plans, operations, research, personnel, suppliers, finances, pricing, marketing, strategies, opportunities and all

other aspects of business operations and any copies or derivatives thereof. Confidential Information includes information belonging to a third party that may be disclosed only under obligations of confidentiality. Notwithstanding the foregoing, Confidential Information shall not include information that Receiving Party can demonstrate: (a) is or becomes generally known to the public without breach of any obligation by Receiving Party; (b) is received from a third party without breach of any obligation owed to Disclosing Party; or (c) is or has been independently developed by Receiving Party without the benefit of Confidential Information.

1.10 "Content" means all of the audio and visual information, documents, content, materials, products and/or software contained in, or made available through, the Service.

1.11 "Community Development Services" means the SmartGov and ATS Services subscribed to by Subscriber pursuant to the Agreement, Documentation or Order Form.

1.12 "Documentation" means the user documentation relating to the Service, including but not limited to descriptions of the functional, operational and design characteristics of the Service.

1.13 "Dude Solutions" or "DSI" means Dude Solutions, Inc., Dude Solutions Canada, Inc., Assetic Australia Pty Ltd and Confirm Solutions Limited together with their affiliates, successors and assigns.

1.14 "DSI Data" means all data, information and other content provided by or on behalf of DSI to any of the DSI Services.

1.15 "Implementation, Training and Support Program" or "ITSP" means DSI's comprehensive implementation, training and support program provided to DSI's Subscribers with respect to the Service.

1.16 "Intellectual Property Rights" means all ideas, concepts, designs, drawings, packages, works of authorship, processes, methodologies, information, developments, materials, inventions, improvements, software, and all intellectual property rights worldwide arising under statutory or common law, including without limitation, all (i) patents and patent applications owned or licensable by a party hereto; (ii) rights associated with works of authorship, including copyrights, copyright applications, copyright registrations, mask work rights, mask work applications and mask work registrations; (iii) rights related to protection of trade secrets and Confidential Information; (iv) trademarks, trade names, service marks and logos; (v) any right analogous to those set forth in clauses (i) through (iv); and (vi) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired.

1.17 "Order Form" means DSI's ordering document or online order specifying the Services to be provided hereunder that is entered into between Subscriber and DSI or its Affiliates, including any addenda and supplements. By entering into an Order Form, Affiliate(s) agree to be bound by the terms of this Agreement as if an original party.

1.18 "Privacy Policy" means the DSI privacy policy, as amended from time-to-time, which can be viewed at www.dudesolutions.com/privacy.

1.19 "Professional Service" means the professional, technical, consulting and/or other services to be performed by DSI that are ordered by Subscriber on an Order Form or provided without charge (if applicable).

1.20 "Service" means DSI's suite of Software-as-a-Service (SaaS) applications, products and services, as updated, enhanced or otherwise modified from time-to-time that are ordered by Subscriber on an Order Form or provided without charge (if applicable) and made available by DSI, including mobile components. For avoidance of doubt, Service applies only to Subscriber's production instances and shall exclude all beta and early adopter programs, user interface (UI) or user experience (UX) changes, feature or functionality improvements, and enhancements where a workaround exists in production.

1.21 "Subscriber" means the legal entity identified on the Account.

1.22 "Subscriber Data" means all data, information and other content provided by or on behalf of Subscriber to the Service, including that which the Account Users input or upload to the Service.

1.23 "Subscriber-Hosted Software" means DSI's suite of Software-as-a-Service (SaaS) software applications, as updated, enhanced or otherwise modified from time-to-time that are: (i) ordered by Subscriber on an Order Form or provided without charge (if applicable) and made available by DSI, including mobile components, and (ii) granted a non-exclusive and non-transferable license (with no right to sublicense) to install and use software for the Term.

1.24 "Third Party" means a party other than Subscriber or DSI.

Section 2.0 Use of the Service and API; Proprietary Rights

2.1 DSI Cloud Service; Subscriber-Hosted Software.

(a) *DSI Cloud Service*. Unless otherwise specified on an applicable Order Form, DSI Service shall be provided as DSI-hosted, cloud Service. DSI grants Subscriber a non-exclusive and non-transferable right to access and use the Service for the Term.

(b) *Subscriber-Hosted Software*. Where an applicable Order Form sets forth Subscriber-Hosted Software, subject to the provisions of this Agreement, DSI grants Subscriber a non-exclusive and non-transferable license (with no right to sublicense) to install and use the software for the Term. In respect of such Subscriber-Hosted Software:

(i) Subscriber is responsible for installing and implementing the Subscriber-Hosted Software and any updates, enhancements or modifications, except for any Professional Services set forth on an applicable Order Form (i.e. implementation).

(ii) Subscriber may create copies of the Subscriber-Hosted Software to the extent strictly necessary to install and operate the Subscriber-Hosted Software for use in accordance with this Agreement, and to create backup and archival copies to the extent reasonably required in the normal operation of Subscriber systems. All such copies must include a reproduction of all copyright, trademarks or other proprietary notices contained in the original copy of the Subscriber-Hosted Software.

(iii) Subscriber is responsible for providing the Environment and ensuring the Environment functions properly, and for implementing appropriate data backup and security measures. "Environment" means the systems, networks, servers, equipment, hardware, software and other material specified in Documentation or an Order Form on which, or in connection with which, the Subscriber –Hosted Service will be used.

2.2 Use of the Service and API.

(a) *Service Subscription*. Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.2 and payment of the Subscription Fees required hereunder), (i) DSI shall permit Subscriber's Account Users to access and use the Service(s) during the Term, including access and use of all of the Content contained in or made available through the Service(s), (ii) Subscriber shall be automatically enrolled in the ITSP ("Implementation, Training and Support Program"), if applicable, and (iii) DSI shall use commercially reasonable efforts to make available to Subscriber each of the components described in the ITSP, when applicable. Subscriber agrees that it shall use the Service(s) solely for internal business purposes, and access and use of the Service(s) and the ITSP shall be limited to Account Users.

(b) *API License*. Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.2 and payment of the Subscription Fees required hereunder), DSI hereby grants to Subscriber a limited, non-exclusive, non-transferable, revocable license (without the right to sublicense) to use and make calls to the API solely for the purpose of (i) extracting and transferring Subscriber Data from the Service to other Third Party applications used by the Subscriber for internal business purposes, and/or (ii) Subscriber's internal development efforts to develop applications to work in conjunction with the functionality and capabilities of the Service purchased by Subscriber ("Subscriber Applications"). Subscriber shall have no right to distribute, license (whether or not through multiple tiers) or otherwise transfer the API to any Third Party or incorporate the API in any software, product, or technology. DSI sets and enforces limits on Subscriber use of DSI API

(e.g. limiting the number of API requests that may be made or the number of Subscriber uses). Subscriber agrees to, and will not circumvent, DSI's usage guidelines and volume limits as described in DSI's technical documentation or other documentation otherwise made available to Subscriber. Any usage beyond the guidelines and volume limits must obtain DSI's prior express consent from DSI.

(c) *Account Setup*. To subscribe to the Service, Subscriber must establish its Account, which may only be accessed and used by its Account Users. To setup an Account User, Subscriber must provide DSI (and agree to maintain, promptly update and keep) true, accurate, current and complete information for such Account User. If Subscriber or any applicable Account User provides any information that is untrue, inaccurate, not current or incomplete, DSI has the right to immediately suspend or terminate Subscriber's Account and usage of the Service and API and refuse any and all future use. Each Account User must establish and maintain personal, non-transferable Access Credentials, which shall not be shared with, or used by, any other Third Party. Subscriber may not transfer an Account User's Access Credentials and/or its right to access and use the Service to a different user. Subscriber shall be solely responsible for any and all activities that occur under its Account, including all acts and omissions of its Account Users. Subscriber shall notify DSI immediately of any unauthorized use of its Account and/or any other breach of security of the Service that it suspects or becomes aware of.

(d) *Subscriber Responsibilities*. Subscriber shall: (i) take appropriate action to ensure that non-Account Users do not access or use the Service or API; (ii) ensure that all Account Users comply with all of the terms and conditions of this Agreement, including the limitations and restrictions set out in Section 2.2(e); (iii) be solely responsible for the accuracy, integrity, legality, reliability and appropriateness of all Subscriber Data created by Account Users using the Service; (iv) access and use the Service solely in compliance with the Documentation and all applicable local, state, federal, and foreign laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (v) allow e-mail notifications generated by the Service on behalf of Subscriber's Account Users to be delivered to Subscriber's Account Users; and (vi) promptly update and upgrade its system as requested or required in order to ensure continued performance and compatibility with upgrades to the Service and/or API Modifications (as defined in Section 2.2(g)). Subscriber shall be responsible for any breach of this Agreement by Account Users.

(e) *Limitations and Restrictions*. Subscriber agrees that it shall not, and shall not permit any Third Party to, directly or indirectly: (i) modify, alter, revise, decompile, disassemble, reverse engineer, create derivative works or attempt to derive the source code of the Service or API; (ii) assign, transfer, lease, rent, sublicense, distribute or otherwise make available the Service or API, in whole or in part, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) share Access Credentials or otherwise allow access or use the Service or API to provide any service bureau services or any services on a similar basis; (iv) use the Service or API in a way not authorized in writing by DSI or for any unlawful purpose; (v) use the Service or API to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) attempt to tamper with, alter, disable, hinder, by-pass, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Service or API; (vii) remove, obscure or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Service; (viii) perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures on the Service or API; (ix) interfere with or disrupt the integrity or performance of the Service, API or the data contained therein; (x) access or use the Service or API in order to replicate applications, products or services offered by DSI and/or otherwise build a competitive product or service, copy any features, functions or graphics of the Service or API or monitor the availability and/or functionality of the Service or API for any benchmarking or competitive purposes; (xi) under any circumstances, through a Third Party application, a Subscriber Application or otherwise, repackage or resell the Service, API or any DSI data received via API; (xii) store, manipulate, analyze, reformat, print, and display the

Content for personal use; and (xiii) upload or insert code, scripts, batch files or any other form of scripting or coding into the Service. Notwithstanding the foregoing restrictions, in the event Subscriber has purchased a Subscription for Commercial Use (as such term is defined below), Subscriber shall be permitted to use the Service to provide Third Party services in cases where such Third Parties access the Subscriber provided applications or services, but where such Third Parties do not have the ability to install, configure, manage or have direct access to the Services. DSI hereby agrees, subject to payment of the applicable fees, to permit such use and the terms of this Agreement, including references to "internal use" and/or "internal business operations" shall be deemed to include and permit such use (hereafter referred to as "Commercial Use").

(f) *Additional Service Guidelines*. DSI reserves the right to establish or modify general practices and limits concerning use of the Service. DSI shall use reasonable efforts to provide thirty (30) days' prior notice of any such modification. DSI also reserves the right to block IP addresses originating a Denial of Service (DoS) attack. DSI shall notify Subscriber should this condition exist and inform Subscriber of its action. Once blocked, an IP address shall not be able to access the Service or API and the block may be removed once DSI is satisfied corrective action has taken place to resolve the issue.

(g) *API Modifications*. DSI may modify, amend, change, or deprecate all or part of the API from time-to-time (an "API Modification"). DSI shall use reasonable efforts to provide thirty (30) day notice to Subscriber of any such API Modifications. Any changes to new API functions or changes made for legal reasons will be effective immediately. If Subscriber does not agree to the modification, Subscriber may discontinue use of that API. Subscriber's continued use of the API constitutes acceptance of the modifications.

(h) *Links to Third Party Websites.* To the extent that the Service links to any Third Party website, application or service, the terms and conditions thereof shall govern Subscriber's rights with respect to such website, application or service, unless otherwise expressly provided DSI. DSI shall have no obligations or liability arising from Subscriber's access and use of such linked Third Party websites, applications and services.

(i) *Beta Service.* From time to time, DSI may make Beta Service available to Subscribers at no charge. Subscriber may choose to try such Beta Service or not in its sole discretion. Use of Beta Service is at Subscriber's sole risk and may contain bugs or errors. Subscriber may discontinue use of the Beta Service at any time, in its sole discretion. Further, DSI may discontinue any and all Beta Service availability at any time in its sole discretion without notice. NOTWITHSTANDING THE REPRESENTATIONS, WARRANTIES AND DISCLAIMERS IN SECTION 7, BETA SERVICE AND DOCUMENTATION, ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. DSI EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DSI SHALL HAVE NO INDEMNIFICATION OBLIGATIONS AND NO LIABILITY OF ANY TYPE WITH RESPECT TO THE BETA SERVICE UNLESS SUCH EXCLUSION IS UNENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE DSI'S LIABILITY WITH RESPECT TO THE BETA SERVICE PROVIDED SHALL NOT EXCEED $500.00.

2.3 Proprietary Rights.

(a) Subscriber acknowledges and agrees that (as between Subscriber and DSI) DSI retains all ownership right, title, and interest in and to the Service, API, the Documentation and the Content, including without limitation all corrections, enhancements, improvements to, or derivative works thereof (collectively, "Derivative Works"), and in all Intellectual Property Rights therein or thereto. To the extent any Derivative Work is developed by DSI based upon ideas or suggestions submitted by Subscriber to DSI, Subscriber hereby irrevocably assigns all rights to modify or enhance the Service and/or API using such ideas or suggestions or joint contributions to DSI, together with all Intellectual Property Rights related to such Derivative Works. Nothing contained in this Agreement shall be construed

to convey to Subscriber (or to any party claiming through Subscriber) any Intellectual Property Rights in or to the Service, API, the Documentation and the Content, other than the rights expressly set forth in this Agreement.

(b) DSI acknowledges and agrees that (as between Subscriber and DSI) Subscriber retains all ownership right, title, and interest in and to the Subscriber Data, including all Intellectual Property Rights therein or thereto. Notwithstanding the foregoing, Subscriber hereby grants DSI and its Affiliates a non-exclusive, royalty-free license to: (i) access, display, copy, distribute, transmit, publish, disclose and otherwise use all or any portion of the Subscriber Data to fulfill its obligations under this Agreement. In addition, Subscriber hereby grants DSI a non-exclusive, royalty-free right to (i) use and incorporate Subscriber's feedback, including but not limited to suggestions, enhancement requests, recommendations and corrections (the "Feedback") relating to the Service and (ii) use aggregated and de-identified data generated and/or derived by DSI from the Subscriber Data (the "De-Identified Data") in order to improve the Service and DSI's performance hereunder, including without limitation, submitting and sublicensing such De-Identified Data to Third Parties for analytical purposes, provided that DSI shall take commercially reasonable efforts to conduct such de-identification in a manner that ensures that such De-Identification cannot be traced back to natural persons.

(c) Subscriber acknowledges the Services may utilize, embed or incorporate Third Party software and/or tools (each, a "Third-Party Tool") under a license granted to DSI by one or more applicable Third Parties (each, a "Third-Party Licensor"), which licenses DSI the right to sublicense the use of the Third-Party Tool solely as part of the Services. Each such sublicense is nonexclusive and solely for Subscriber's internal use and Subscriber shall not further resell, re-license, or grant any other rights to use such sublicense to any Third Party. Subscriber further acknowledges that each Third-Party Licensor retains all right, title, and interest to its applicable Third-Party Tool and all documentation related to such Third-Party Tool. All confidential or proprietary information of each Third-Party Licensor is Confidential Information of DSI under the terms of this Agreement and shall be protected in accordance with the terms of Section 8.

Section 3.0 DSI Responsibilities

3.1 Implementation, Training and Support Program (ITSP). During the Term DSI (or its agent, representative or designee) shall provide and maintain an ITSP program. During the Term, DSI shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") as set forth in an applicable Order Form.

3.2 Professional Services. DSI shall provide Professional Services that are mutually agreed upon and described in one or more statements of work that expressly reference this Agreement and, if applicable, DSI's Professional Services Agreement. Each statement of work shall be effective, incorporated into and form a part of this Agreement when duly executed by an authorized representative of each of the parties. Each statement of work shall (i) describe the fees and payment terms with respect the Professional Services being provided pursuant to such statement of work, (ii) identify any work product that will be developed pursuant to such statement of work, and (iii) if applicable, sets forth each party's respective ownership and proprietary rights with respect to any work product developed pursuant to such statement of work.

3.3 Service Levels.

(a) DSI shall use commercially reasonable efforts to make the Service available 99.9% of the time for each full calendar month during the Term, determined on a twenty-four(24) hours a day, seven (7) days a week basis (the "Service Standard"). Service availability for access and use by Subscriber(s) excludes unavailability when due to: (a) any access to or use of the Service by Subscriber or any Account User that does not strictly comply with the terms

of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Subscriber's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Subscriber's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with Internet service or Non-DSI Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Service by DSI pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Service, the total amount of time (measured in minutes) during an applicable calendar month when such Service is unavailable for the majority of Subscribers' Account Users due to planned Service maintenance. To the extent reasonably practicable, DSI shall use reasonable efforts to provide eight (8) hours prior electronic notice of Service maintenance events and schedule such Service maintenance events outside the applicable Business Hours.

(b) DSI shall use reasonable efforts to ensure the availability of API in accordance with the service levels described in Section 3.3(a). Notwithstanding the foregoing, DSI does not guarantee any required uptime, performance, or integrity of any product, application or service that integrates with and/or otherwise utilizes API (including, without limitation, any such product, application or service developed by Subscriber). Moreover, DSI shall not be liable to Subscriber or any Third Party for the unavailability of the API or the failure of API to perform in accordance with its specifications. Subscriber shall not represent to any Third Party any availability or performance levels with respect to API.

3.4 Protection of Subscriber Data. DSI shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, unauthorized access or disclosure of Subscriber Data. All data and information provided by Subscriber through its use of the Service is subject to DSI's privacy policy, as amended from time-to-time, which can be viewed by clicking the "Privacy" hypertext link located within the Service. By using the Service, Subscriber accepts and agrees to be bound and abide by such privacy policy. At all times during the Subscription term and upon written request of Subscriber within thirty (30) days after the effective date of termination or expiration of this Agreement, Subscriber data shall be available for Subscriber's export and download. Following the thirty (30) days after termination or expiration, DSI shall not be obligated to maintain Subscriber Data and shall delete or destroy what remains in its possession or control unless prohibited by law.

(a) If applicable in the United States, if Subscriber is a "Covered Entity" under the Health Insurance Portability and Accountability Act of 1996 (as amended from time to time, "HIPAA"), and if Subscriber must reasonably provide protected health information as defined by HIPAA in order to use the Services, DSI shall be Subscriber's "Business Associate" under HIPAA, and any Subscriber Data provided by Subscriber to DSI in their capacities as a Covered Entity and Business Associate, respectively, DSI and Subscriber shall enter into a Business Associate Agreement (the form of which shall be reasonably satisfactory to DSI).

(b) If applicable in the United Kingdom, Switzerland or European Economic Area (EEA), both parties will comply with the applicable requirements of Data Protection Legislation. "Data Protection Legislation" means (i) the United Kingdom's Data Protection Act 2018, and (ii) the General Data Protection Regulation ("GDPR") and any national implementing laws, regulations or secondary legislation. DSI and Subscriber agree that DSI will not be processing any personal data on behalf of the Subscriber as "Data Controller" (defined in accordance with the Data Protection Legislation). DSI will collect, use, disclose, transfer and store personal information when needed to administer this Agreement and for its operational and business purposes, in accordance with Data Protection Legislation. To the extent personal data from the UK, Switzerland or the EEA are processed by DSI, the terms of a data processing addendum ("DPA") must be signed by the parties. To the extent DSI processes personal data, its binding corporate rules and the standard contract clauses shall apply, as set forth in the DPA. For standard contract clauses, Subscriber and DSI agree that Subscriber is the data exporter and Subscriber's acceptance of this Agreement or applicable Order Form shall be treated as its execution of the standard contract clauses.

Section 4.0 Third Party Interactions

4.1 Relationship to Third Parties. In connection with Subscriber's use of the Service, at Subscriber's discretion, Subscriber may: (i) participate in Third Party promotions through the Service; (ii) purchase Third Party goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Subscriber's Account, the Service, API and a Third Party provider; (iv) receive additional functionality within the user interface of the Service through use of the API; and/or (v) receive content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such Third Party activity, shall be solely between Subscriber and the applicable Third Party. DSI shall have no liability, obligation or responsibility for any such Third Party correspondence, purchase, promotion, data exchange, integration or interaction. DSI does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by DSI as "certified," "validated," "premier" and/or any other designation. DSI does not endorse any sites on the Internet that are linked through the Service.

4.2 Ownership. Subscriber is the owner of all Third Party content and data loaded into the Subscriber Account. As the owner, it is Subscriber's responsibility to make sure it meets its particular needs. DSI shall not comment, edit or advise Subscriber with respect to such Third Party content and data in any manner.

Section 5.0 Fees and Payment.

5.1 Fees. Subscriber shall pay to DSI all fees specified in Order Forms. All Subscription Fees are non-refundable and non-cancelable, and the Subscription Fee for such Service subscription shall be invoiced upon commencement of the Initial Term of a Service subscription. Thereafter, DSI shall make reasonable efforts to invoice Subscriber for each applicable Subscription Fee sixty (60) days prior to the commencement of the applicable Renewal Term. Unless Subscriber provides written notice of termination in accordance with Section 6.1, Subscriber agrees to pay all fees no later than thirty (30) days after the receipt of DSI's applicable invoice. Subscriber is responsible for providing complete and accurate billing and contact information to DSI and notifying DSI promptly of any changes to such information.

5.2 Automatic Payments. Subscriber shall, upon the written request from DSI, establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, DSI is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.

5.3 Overdue Charges. If any invoiced amount is not received by DSI by the due date, without limiting DSI's rights or remedies, those overdue charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum amount permitted by law, whichever is lower. DSI reserves the right to condition an overdue Account's future subscription renewals and Order Forms on shorter payment terms than those stated herein.

5.4 Renewal Charges. DSI maintains the right to increase Subscription Fees and other applicable fees and charges in connection with each Renewal Term.

5.5 Taxes. DSI's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If DSI has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section 5.5, DSI shall invoice Subscriber and Subscriber shall pay that amount unless Subscriber provides DSI with a valid tax exemption

certificate authorized by the appropriate taxing authority. Subscriber agrees to indemnify and hold DSI harmless from any encumbrance, fine, penalty or other expense which DSI may incur as a result of Subscriber's failure to pay any Taxes required hereunder. For clarity, DSI is solely responsible for taxes assessable against DSI based on its income, property and employees.

5.6 Purchases through Resellers. In the event Customer purchases the Services (including any renewals thereof) through an authorized reseller of DSI, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or Taxes. Such terms and conditions shall be negotiated solely by and between Subscriber and such authorized reseller. In the event Subscriber ceases to pay the reseller, or terminates its agreement with the reseller, DSI shall have the right to terminate Subscriber's access to the Service at any time upon thirty (30) days' prior written notice to Subscriber unless Subscriber and DSI have agreed otherwise in writing.

Section 6.0 Term and Termination

6.1 Term. This Agreement commences on the date Subscriber establishes its Account and continues until the Service subscription hereunder has expired or has been terminated (the "Term"). The initial term of the Service subscription shall be set forth on the Order Form (the "Initial Term"). Thereafter, except as stated on an applicable Order Form, the Service subscription shall automatically renew for additional periods equal to the expiring subscription term or one year, whichever is longer (each, a "Renewal Term") unless either party has provided written notice of its intent to terminate the Service subscription not less than forty-five (45) days prior to the expiration of the then-current Initial or Renewal Term applicable to the Service subscription.

6.2 Termination. Either party may terminate this Agreement (including its Service subscription and Account) prior to the expiration of the Term if (i) the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach is given by the non-breaching party or (ii) Subscriber becomes the subject of a petition in bankruptcy or other similar proceeding; provided that if the breach involves a failure of Subscriber to pay any of the fees required under this Agreement, the cure period shall be reduced to ten (10) days. If the Agreement is terminated by Subscriber in accordance with this Section 6.2, DSI will refund any prepaid Subscription Fees covering the remainder of the Term of all Order Forms after the effective date of termination. If the Agreement is terminated by DSI in accordance with this Section 6.2, Customer will pay any unpaid fees covering the remainder of the term on all Order Forms to the extent permitted by applicable law. In no event will termination relieve the Subscriber of its obligation to pay any fees payable to DSI for the period prior to the effective date of termination. Without limiting the foregoing, in the event such breach that gives rise to the right by DSI to terminate this Agreement, DSI may elect to suspend Subscriber's access and use of the Service, API and the Account until the breach is cured. DSI's exercise of its suspension right shall be without prejudice to DSI's right to terminate this Agreement upon written notice to Subscriber.

6.3 Effect of Termination. Upon termination of this Agreement, (i) Subscriber's access and use of the Service shall automatically and immediately cease, and (ii) subject to Section 3.4, DSI shall have no obligation to maintain the Subscriber Data or to forward the Subscriber Data to Subscriber or any Third Party.

6.4 Survival. The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 2, 3.4, 6.3, 7, 8 and 9. Termination of this Agreement, or any of the obligations hereunder, by either party shall be in addition to any other legal or equitable remedies available to such party, except to the extent that remedies are otherwise limited hereunder.

Section 7.0 Representations, Warranties and Disclaimers

7.1 Representations. Each party represents that: (i) it has full right, title and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Subscriber, enforceable against it in accordance with its terms.

7.2 Warranties.

(a) DSI represents and warrants that during the applicable subscription Term that Service will perform materially in accordance with the applicable Documentation. For any breach of this warranty in Section 7.2(a), Subscriber's exclusive remedy and DSI's entire liability shall be as described in Section 6.2 (Termination).

(b) DSI represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty in Section 7.2(b), Subscriber's exclusive remedy and DSI's entire liability shall be the re-performance of the applicable Professional Services.

(c) SERVICE, CONTENT, DOCUMENTATION, STORED DATA AND BETA SERVICE ARE PROVIDED "AS-IS" AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY. EXCEPT AS EXPRESSLY STATED HEREIN, THE PARTIES MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT, DOCUMENTATION, STORED DATA OR BETA SERVICES. PARTIES SPECIFICALLY DISCLAIM ALL REPRESENTATIONS OR WARRANTIES WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7.3 Indemnification.

(a) *Indemnity by DSI*. DSI shall defend and indemnify Subscriber from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Subscriber, in connection with any Third Party claim (each, a "Claim") alleging that Subscriber's use of the Service as expressly permitted hereunder infringes upon any intellectual property rights, patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that Subscriber (x) promptly gives DSI written notice of the Claim; (y) gives DSI sole control of the defense and settlement of the Claim; and (z) provides to DSI all reasonable assistance, at DSI's expense. If DSI receives information about an infringement or misappropriation claim related to the Service, DSI may in its sole discretion and at no cost to Subscriber: (i) modify the Service so that it no longer infringes or misappropriates, (ii) obtain a license for Subscriber's continued use of the Service, or (iii) terminate this Agreement (including Subscriber's Service subscriptions and Account) upon prior written notice and refund to Subscriber any prepaid Subscription Fee covering the remainder of the term of the terminated Service subscriptions. Notwithstanding the foregoing, DSI shall have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the Service in combination with any software or hardware not expressly authorized by DSI, (B) any modifications or configurations made to the Service by Subscriber without the prior written consent of DSI, and/or (C) any action taken by Subscriber relating to use of the Service that is not permitted under the terms of this Agreement. This Section 7.3(a) states Subscriber's exclusive remedy against DSI for any Claim of infringement of misappropriation of a Third Party's Intellectual Property Rights related to or arising from Subscriber's use of the Service.

(b) To the extent permitted by law, Subscriber shall defend and indemnify DSI from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by DSI, in connection with any Claim alleging that the Subscriber Data, or Subscriber's use of the Service or API in breach of this Agreement, infringes upon any patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; unless applicable laws prohibit public entities from such indemnification and provided that DSI (x) promptly gives Subscriber written notice of the Claim; (y) gives Subscriber sole control of the defense and settlement of the Claim; and (z) provides to Subscriber all reasonable assistance, at Subscriber's expense. This Section 7.3(b) states DSI's exclusive remedy against Subscriber for any Claim of infringement of misappropriation of a Third Party's Intellectual Property Rights related to or arising from the Subscriber Data or Subscriber's use of the Service.

7.4 Limitation of Liability. IN NO EVENT SHALL DSI, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO SUBSCRIBER IN EXCESS OF THE AMOUNT OF SUBSCRIPTION FEES PAID BY SUBSCRIBER TO DSI PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE FIRST ACT OR OMISSION GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES SHALL DSI HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF DSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR PRODUCTS LIABILITY. NOTHING IN THIS SECTION SHALL LIMIT SUBSCRIBER'S PAYMENT OBLIGATIONS UNDER SECTION 5.

Section 8.0 Confidentiality

8.1 Protection of Confidential Information. The Receiving Party agrees that it shall: (i) use the Confidential Information solely for a purpose permitted by this Agreement, (ii) use the same degree of care as Receiving Party uses with its own Confidential Information, but no less than reasonable care, to protect Confidential Information and to prevent any unauthorized access, reproduction, disclosure, or use of any of Confidential Information; and(iii) restrict access to the Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are prohibited from disclosing the information by a contractual, legal or fiduciary obligation no less restrictive than this Agreement. Receiving Party shall not use, reproduce, or directly or indirectly allow access to the Confidential Information except as herein provided or export Confidential Information to any country prohibited from obtaining such information under any applicable laws or regulations.

8.2 Compelled Disclosure. If Receiving Party is required to disclose any Confidential Information to comply with law, to the extent legally permitted, Receiving Party shall: (a) give the Disclosing Party reasonable prior written notice to permit Disclosing Party to challenge or limit any such legally required disclosure; (b) disclose only that portion of the Confidential Information as legally required to disclose; and (c) reasonably cooperate with Disclosing Party, at Disclosing Party's request and expense, to prevent or limit such disclosure.

8.3 Records Requests. To the extent permitted by law, Subscriber shall treat as exempt from treatment as a public record, and shall not unlawfully disclose in response to a request made pursuant to any applicable public records law, any of DSI's Confidential Information. Upon receiving a request to produce records under any applicable public records or similar law, Subscriber shall immediately notify DSI and provide such reasonable cooperation as requested by DSI and permitted by law to oppose production or release of such DSI Confidential Information.

8.4 Remedies. Receiving Party shall promptly notify Disclosing Party if it becomes aware of any unauthorized use or disclosure of Disclosing Party's Confidential Information and agrees to reasonably cooperate with Disclosing Party in its efforts to mitigate any resulting harm. Receiving Party acknowledges that Disclosing Party would

have no adequate remedy at law should Receiving Party breach its obligations relating to Confidential Information and agrees that Disclosing Party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

Section 9.0 Miscellaneous

9.1 Compliance with Laws. Each party will comply with all laws and applicable government rules and regulations insofar as they apply to such party in its performance of this Agreement's rights and obligations.

9.2 Acceptance of Privacy Policy. All data and information provided by Subscriber through its use of the Service is subject to DSI's Privacy Policy. By using the Service, Subscriber accepts and agrees to be bound and abide by such Privacy Policy.

9.3 Relationship of the Parties. DSI is performing pursuant to this Agreement only as an independent contractor. DSI has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between DSI and Subscriber. DSI shall not act or attempt to act or represent itself, directly or by implication, as an agent of Subscriber or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Subscriber or its affiliates.

9.4 Waiver. No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether relating to the same or a subsequent matter.

9.5 Assignment. Subscriber shall have no right to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement to any Third Party and any attempt to do so shall be null and void. DSI shall have the full ability to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement.

9.6 Force Majeure. Subject to the limitations set forth below and except for fees due for Service rendered, neither party shall be held responsible for any delay or default, including any damages arising therefrom, due to any act of God, act of governmental entity or military authority, explosion, epidemic casualty, flood, riot or civil disturbance, war, sabotage, unavailability of or interruption or delay in telecommunications or Third Party services, failure of Third Party software, insurrections, any general slowdown or inoperability of the Internet (whether from a virus or other cause), or any other similar event that is beyond the reasonable control of such party (each, a "Force Majeure Event"). The occurrence of a Force Majeure Event shall not excuse the performance by a party unless that party promptly notifies the other party of the Force Majeure Event and promptly uses its best efforts to provide substitute performance or otherwise mitigate the force majeure condition.

9.7 Entity, Governing Law, Notices and Venue. All notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by business mail (upon written verification of receipt); or (d) except for notice of indemnification claims, via electronic mail to Subscriber at the e-mail address maintained on Subscriber's Account and to DSI at notice@dudesolutions.com. The DSI entity entering into this Agreement, the address to which notices shall be directed under this Agreement and the law that will apply in any

dispute or lawsuit arising out of or in connection with this Agreement shall depend upon where Subscriber is domiciled:

(a) In the United States and all other domiciles not otherwise mentioned, the DSI entity is Dude Solutions, Inc., a Delaware corporation, notices shall be addressed to 11000 Regency Parkway, Suite 400, Cary, NC 27518, Attn: General Counsel, governing law shall be Delaware and the courts with exclusive jurisdiction shall be Delaware without regard to the principles of conflicts of laws, unless otherwise required by applicable law where Subscriber is a public entity.

(b) In Canada, the DSI entity is Dude Solutions Canada, Inc., an Ontario corporation, notices shall be addressed to Bay Adelaide Centre, 333 Bay Street, Suite 2400, PO Box 20, Toronto, ON, M5H 2T6 Attn: Dude Solutions General Counsel, governing law shall be Ontario and the courts with exclusive jurisdiction shall be Toronto, Ontario, Canada without regard to the principles of conflicts of laws.

(c) In the United Kingdom or a country in Europe, the DSI entity is Confirm Solutions Limited, a limited company in England, notices shall be addressed to Central House Unit C Compass Centre North, Chatham Maritime, Chatham, England, ME4 4YG, Attn: General Counsel, governing law shall be England and the courts with exclusive jurisdiction shall be London, England without regard to the principles of conflicts of laws.

(d) In Australia, New Zealand, a country in Asia or the Pacific region, the DSI entity is Assetic Australia Pty Ltd, a proprietary limited company in Australia, notices shall be addressed to Level 9, 257 Collins Street, Melbourne, VIC 3000 Australia, Attn: General Counsel, governing law shall be Australia and the courts with exclusive jurisdiction shall be New South Wales, Australia without regard to the principles of conflicts of laws.

9.8 Interpretation of Agreement. The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

9.9 No Third Party Beneficiaries. No person or entity not a party to the Agreement shall be deemed to be a third party beneficiary of this Agreement or any provision hereof.

9.10 Severability. The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.

9.11 Entire Agreement. This Agreement, including any applicable Order Form, is the entire agreement between Subscriber and DSI regarding Subscriber's use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in any purchase order or in any other order documentation is void. In the event of any conflict or inconsistency between the documents, the order of precedence shall be (1) the applicable Order Form, (2) any schedule or addendum to this Agreement, and (3) the content of this Agreement.

9.12 Export Compliance. The Service, Professional Service, Content or other technology DSI may make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Subscriber shall not permit any Account User to access or use any Service, Content or other DSI technology in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.

9.13 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement.

Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Subscriber learns of any violation of the above restriction, Subscriber shall immediately notify DSI.

9.14 Cooperative Use. With Subscriber's approval, the market research conducted by Subscriber during its selection process for the Services may be extended for use by other jurisdictions, municipalities, and government agencies of Subscriber's state. Any such usage by other entities must be in accordance with ordinance, charter, and/or procurement rules and regulations of the respective political entity.

9.15 Modifications. DSI may revise the terms of this Agreement from time-to-time and shall post the most current version of this Agreement on its website. If a revision meaningfully reduces Subscriber's rights, DSI shall notify Subscriber.

STAFF REPORT

Meeting Date: December 2, 2025
Item #: 9

Contact Name: Michael Rumer
Contact Number: Ext. 6434

Department Director:
City Manager: Craig Shadrix

Subject: Unsolicited Letter of Intent (LOI) between TNXL Academy Ducks LLC and City of Ocoee for 10.20 +/- Acres of land located at 1755 Adair Street and 1701 Adair Street (Sorenson Fields and a portion of Ison Center property). (Assistant City Manager Rumer)

Background Summary: TNXL Academy Ducks LLC (TNXL) has submitted an unsolicited Letter of Intent (LOI) to purchase approximately 8.97 acres of land located at 1755 Adair Street (the Sorenson Field property), along with a 1.3 acre portion of 1701 Adair Street consisting of the strip of land situated between the Ison Center parking lot's east side and the existing TNXL facility. The parcels identified in the LOI are 08-22-28-2866-01-200 and 08-22-28-0000-00-041. Under the proposal, the Ison Center would retain 2.3 acres. The LOI offers a purchase price of $2,200,000 for the approximately 10.20 acres and includes TNXL's commitment to replace the functionality of the two fields (sized for junior and senior level baseball) at Sorenson with like-sized fields at Vignetti Park —valued at roughly $900,000.

Founded in 2014 by Brian Martinez, TNXL Baseball Academy serves student-athletes in grades 6–12. Through its partnership with G3 Academy, TNXL provides a dual-pathway model that combines accredited academic instruction with high-level baseball training. The academy has established a strong track record of player development and placement, with 95% of graduates either signing collegiate baseball commitments or being selected in the Major League Baseball draft. In 2024, TNXL expanded its enrollment to 110 athletes and grew to four teams, which collectively captured the Premier Division Championship of the NAA Conference that same year.

On July 18, 2019, the City Commission approved a Lease Agreement with TNXL permitting construction of a baseball training facility and use of the fields at Sorenson Park. A subsequent First Amendment, approved on July 21, 2020, authorized construction of a permanent 80' × 120' building at the site. The Second Amendment, approved December 17, 2024, provided for a $640,000 capital investment by TNXL for facility improvements, including: (i) installing synthetic turf infields on both the Senior and Junior fields; (ii) raising the outfield fence on the Junior field; (iii) adding additional netting on the Junior field; and other enhancements. This amendment also reduced TNXL's lease payments. The current lease rate is $1,500 per month with a 5% annual escalation. Per the agreement, the City maintains access to both Sorenson fields Monday through Friday from 5:00 p.m.–10:00 p.m., and on Saturdays from 8:00 a.m.–10:00 p.m. with 48 hours' notice for City Little League and other municipal uses. Presently, under this agreement, the city reserves the fields for Legacy Charter School baseball team, Ocoee Middle School's feeder team to Ocoee High School, and various other travel ball teams. The City's Youth baseball league does not field any teams in the age bracket that would use the fields at this time.

TNXL's submission of the LOI represents a significant step toward solidifying its long-term presence in Ocoee

and supporting the continued expansion of its educational, training, and operational facilities. Ownership of the land and associated buildings would strengthen TNXL's ability to secure capital investment and establish a more permanent foundation for future growth.

In November 2024, TNXL commissioned an appraisal of the combined properties, including the Sorenson Fields, the Ison Center building, and the existing TNXL facility under lease. The appraisal estimated the market value of the Sorenson Fields property at $675,000, and the combined value of the full acreage on the Ison Center property and both buildings at $2,337,000. A summary of the key elements of the LOI is provided below:

1. Purchase +/- 10.20 acres of land, including the two Sorenson ball fields, the land containing the existing TNXL building, and the additional land between that building and the Ison Center parking lot for $2,200,000.
2. Replace the functionality of the two fields at Sorenson with like fields at Vignetti Park.
3. Maintain City access to the Sorenson Fields—Monday through Friday from 5:00 p.m.–10:00 p.m., and on Saturdays from 8:00 a.m.–10:00 p.m. with 48 hours' notice for City Little League and other uses—throughout the construction of the two Vignetti Park fields.

If the City Commission approves the LOI, staff will bring back a purchase and sale agreement to a City Commission meeting detailing the above terms and any other stipulations identified in the negotiations.

Issue:
Should the Honorable Mayor and City Commissioners approve City Staff to accept the unsolicited Letter of Intent (LOI) with TNXL Academy Ducks LLC for the purchase of approximately 10.20 acres of land located at 1755 Adair Street and 1701 Adair Street (Sorenson Fields and a portion of Ison Center property)?

Recommendations:
Staff recommends acceptance of the Letter of Intent (LOI) between TNXL Academy Ducks LLC and the City of Ocoee for approximately 10.20 acres of land located at 1755 Adair Street and 1701 Adair Street (Sorenson Fields and a portion of Ison Center property) and bringing back a purchase and sale agreement outlining conditions to include those stated in the LOI.

Attachments:
1. TNXL LOI
2. TNXL LOI Baseball Field Property Information
3. Ison Center 2.3 Acres
4. Property Subject to LOI
5. Appraisal of Properties on Adair St

Financial Impacts:
Land sale proceeds in the amount of $2,200,000.

Type of Item: Regular

Letter of Intent (LOI)

Date: September 22, 2025

To:
Craig Shadrix
City of Ocoee
1 N Bluford Ave.
Ocoee, FL 34761

RE: City-Owned Property PID: 08-22-28-2866-01-200

This Letter of Intent ("LOI") sets forth the general terms and conditions under which TNXL Academy Ducks LLC (the “Buyer”) proposes to acquire from the City of Ocoee (the “Seller”) the property described below. Upon mutual execution of this LOI, a formal Contract (defined below) between Buyer (defined below) and Seller (defined below) shall be drafted by Buyer incorporating the terms and conditions specified herein, plus any other terms and conditions that are mutually acceptable to Seller and Buyer.

1. Property

Approximately 10.16 acres as depicted in the attached Exhibit A (Plot Plan) and identified as PID: 08-22-28-2866-01-200.

2. Purchase Price

As part of the consideration for the purchase of the property, in addition to the land purchase price of $2,200,000.00, Buyer agrees to refurbish and update the two fields at Vignetti Park in order to accommodate for the loss of use of the fields located on the property being acquired. Buyer shall complete the refurbishment and improvements within one hundred eighty (180) days following the closing of the land purchase, allowing for sufficient time to survey, design, and complete the project at Vignetti Park. All work shall be performed at Buyer’s sole cost and expense and shall be subject to coordination with the appropriate municipal authorities.

3. Intended Use

The property shall be used for the development of a multi-purpose sports complex and facilities for concessions and community events. Buyer may also include additional commercial or recreational uses compliant with city zoning.

4. Deposit

Buyer shall deposit $15,000 into escrow within 10 business days of the Contract’s effective date. This deposit shall be fully refundable under any of the following conditions:

- The Seller defaults or does not proceed with the sale;

- Title defects are discovered and not cured;

- Zoning does not permit Buyer's intended use;

- The Buyer terminates during the Due Diligence Period for any reason.

5. Due Diligence

Buyer shall have 120 days from execution of the Contract to perform feasibility, environmental, and land use/zoning due diligence. Seller shall cooperate and provide access for surveys, reports, etc., and shall deliver all existing documentation in its possession within 10 days.

6. Zoning and Use Assurance

Seller represents that the property is appropriately zoned or shall support any zoning amendments necessary for Buyer's intended use. The sale is contingent upon zoning confirmation or approval supporting the sports complex and concessions use.

7. Impact Fees

To the extent permitted by law, the City of Ocoee shall waive or exempt Buyer from any future construction impact fees for development of the property.

8. Title

Seller shall convey good and marketable title. All title defects (monetary or otherwise) must be cured by Seller prior to closing unless expressly waived in writing by Buyer. Failure to cure shall entitle Buyer to terminate and receive full refund of the deposit.

9. Closing

Closing shall occur within 60 days following City of Ocoee site plan approval for Buyer's proposed development.

10. Costs

Seller to pay title insurance, deed transfer taxes, and settlement costs. Buyer pays for inspections, surveys, and own legal fees.

11. Contract

This LOI will serve as the basis for a formal Contract for Sale and Purchase, to be negotiated and executed within 10 calendar days of LOI execution.

12. Exclusivity

Seller shall not solicit or negotiate other offers during the exclusivity period defined herein.

13. Exhibit A: Plot Plan

The document titled "Baseball Field Property Information.pdf" dated 9/17/2025 is hereby incorporated as Exhibit A to this LOI and shall be attached to the final contract.

14. Legal Disclaimer

This LOI does not constitute a binding agreement, and no legal obligation shall arise unless and until a formal Contract is executed by both parties.

The above general terms and conditions are not fully exhaustive. Additional issues will need to be addressed in the formal Contract. While we anticipate that the definitive Contract will be generally consistent with this LOI, this LOI shall not create any legal rights or obligations on behalf of or between Seller and Buyer. Nothing herein constitutes an offer to purchase or acceptance of an offer to sell. This LOI is not a contract. Neither party shall be bound or obligated to perform under the above terms unless a Contract is executed.

If the above is acceptable to you as the basis for a possible transaction, please sign this LOI in the space provided below and return the same to me no later than TBA. Upon my receipt of the executed LOI, Seller will promptly proceed with the preparation of a formal Contract.


160 80 0 160 Feet
Property Information
LEGEND
Baseball_Field_Parcels
442,511.22 Sq. Ft.
10.16 AC
This map has been produced from the most accurate information available.
The City of Ocoee is not responsible for any errors or omissions contained hereon.
Prepared by the City of Ocoee Support Services Department.
Date: 9/17/2025
Document Path: M:\ProjData\LM\Mike Rumer Projects\Property Information.mxd

Accepted and Agreed To:

BUYER:
TNXL Academy Ducks LLC
By: _____
Name:
Title: Manager
Date:

SELLER:
City of Ocoee
By: _____
Name:
Title:
Date:

160 80 0 160 Feet

ocoee
florida

Property Information

LEGEND

Baseball_Field_Parcels

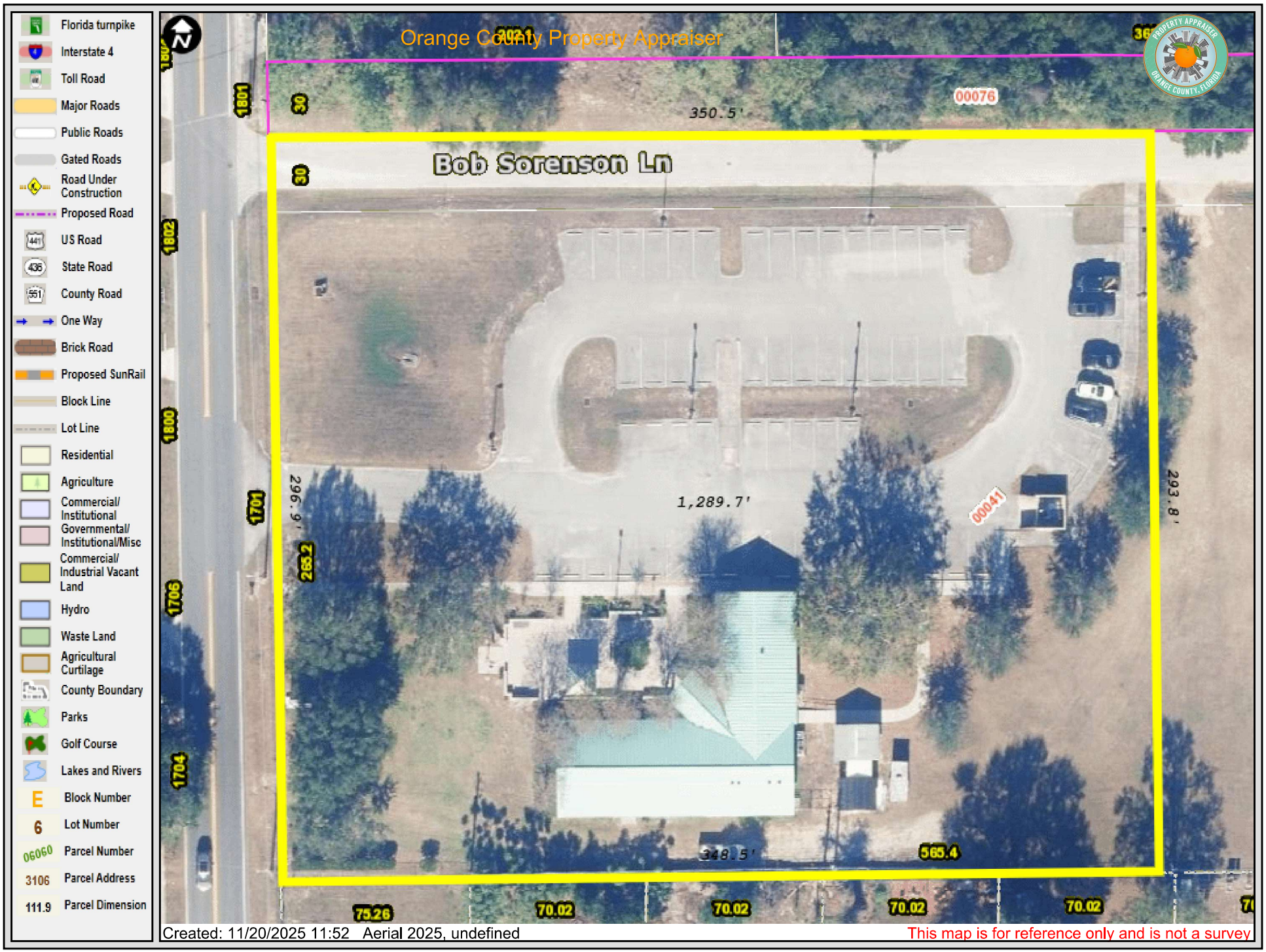
442,511.22 Sq. Ft.
10.16 AC

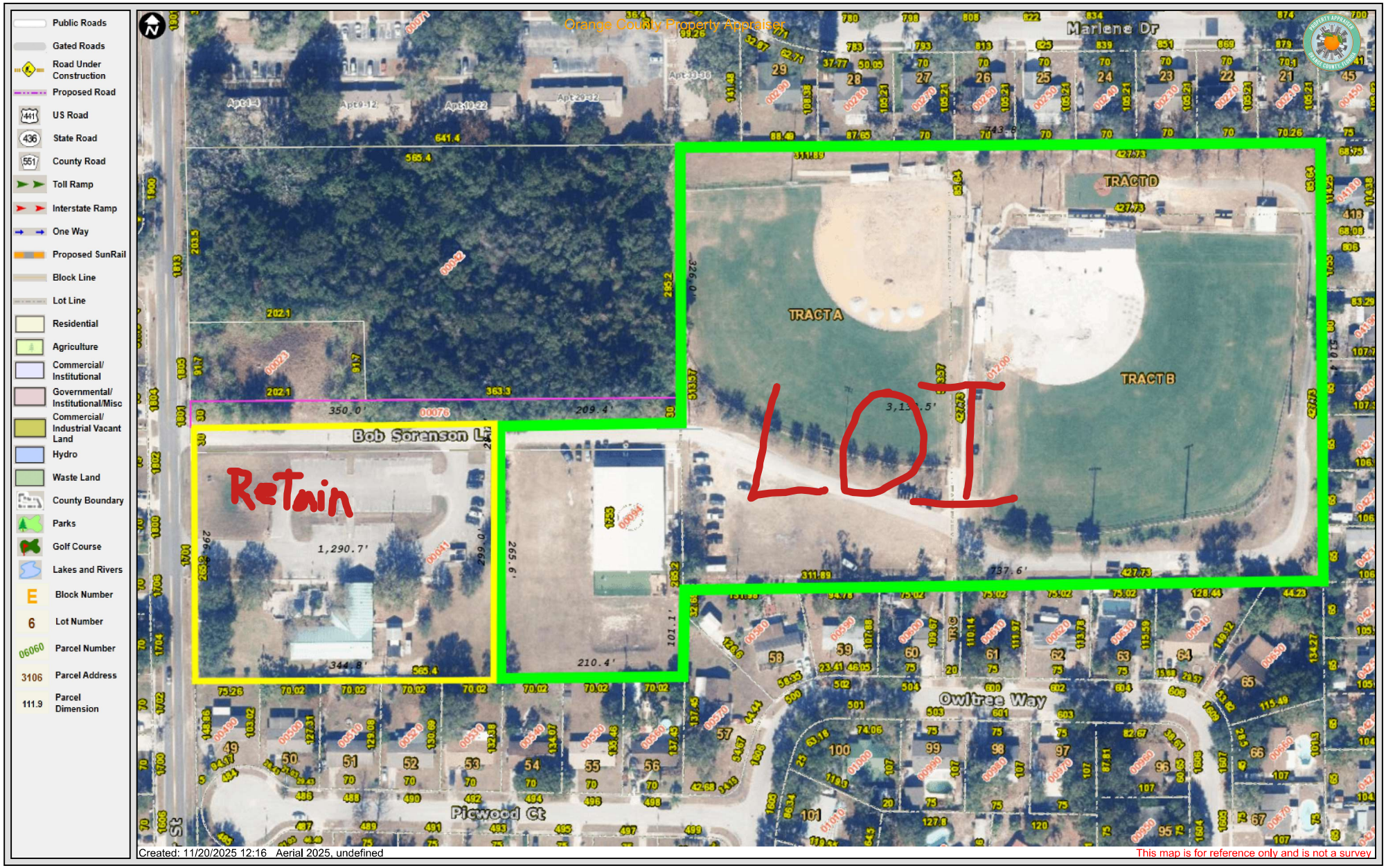
This map has been produced from the most accurate information available.
The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Support Services Department.

Date: 9/17/2025

Document Path: M:\ProjData\LM\Mike Rumer Projects\Property Information.mxd


Florida turnpike
Interstate 4
Toll Road
Major Roads
Public Roads
Gated Roads
Road Under Construction
Proposed Road
US Road
State Road
County Road
One Way
Brick Road
Proposed SunRail
Block Line
Lot Line
Residential
Agriculture
Commercial/ Institutional
Governmental/ Institutional/Misc
Commercial/ Industrial Vacant Land
Hydro
Waste Land
Agricultural Curtilage
County Boundary
Parks
Golf Course
Lakes and Rivers
E Block Number
6 Lot Number
06060 Parcel Number
3106 Parcel Address
111.9 Parcel Dimension
Orange County Property Appraiser
Bob Sorenson Ln
350.5'
1,289.7'
348.5'
565.4
293.8'
296.9'
265.2
00076
00041
75.26
70.02
70.02
70.02
70.02
Created: 11/20/2025 11:52 Aerial 2025, undefined
This map is for reference only and is not a survey


Orange County Property Appraiser
Public Roads
Gated Roads
Road Under Construction
Proposed Road
US Road
State Road
County Road
Toll Ramp
Interstate Ramp
One Way
Proposed SunRail
Block Line
Lot Line
Residential
Agriculture
Commercial/ Institutional
Governmental/ Institutional/Misc
Commercial/ Industrial Vacant Land
Hydro
Waste Land
County Boundary
Parks
Golf Course
Lakes and Rivers
Block Number
Lot Number
Parcel Number
Parcel Address
Parcel Dimension
Marlene Dr
TRACT A
TRACT B
TRACT D
LOT
Retain
Bob Sorenson Ln
Owltree Way
Picwood Ct
1,290.7'
344.8'
565.4
641.4
350.0'
209.4'
363.3
202.1
210.4'
265.6'
737.6'
Created: 11/20/2025 12:16 Aerial 2025, undefined
This map is for reference only and is not a survey

HERRING REALTY ADVISORS

Appraisal - Appraisal Review

APPRAISAL REPORT

24-0483
Recreation Property
1701 & 1755 Adair St
Ocoee, Florida 34761

Prepared For:
Mr Brian Martinez
1755 Adair St
Ocoee, FL 34761

Requested By:
Mr Brian Martinez
Buyer

As Of:
10/07/2024



Street View of Subject Property

HERRING REALTY ADVISORS
Appraisal - Appraisal Review

11/3/2024

Mr Brian Martinez
Buyer
1755 Adair St
Ocoee, FL 34761

Re: 24-0483
Recreation Property
1701 & 1755 Adair St
Ocoee, Florida 34761

Dear Mr Martinez:

Thank you for the opportunity to provide appraisal services. Based on our agreement with you, we have performed an appraisal and reported our findings in this Appraisal Report format. This report is intended to comply with the reporting requirements under Standards Rule 2.2 of the Uniform Standards of Professional Appraisal Practice (USPAP 2024).

The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. Herring Realty Advisors is not responsible for unauthorized use of this report.

SUBJECT DESCRIPTION

The subject can be described as multiple parcels that include two baseball fields with a private access road, an industrial-style building currently used for exercise and batting practice, and a community center. The community center used to be a church and still retains many of the elements of design, with several open areas, offices, bathrooms, and a kitchen.

The City of Ocoee owns all three parcels. They have broken out a small portion of 1701 Adair St to a separate parcel so that the new building can be taxed. The building is otherwise on leased land. For the purposes of this valuation, 1701 Adair St includes the land and all of the buildings, while 1755 Adair St is just the parcel with the ballfields. The third parcel is an anomaly for tax purposes that would be rectified in the proposed sale. The property cards for all three parcels are in the addenda. They currently have residential zoning but have future zonings for recreational/institutional purposes. The City of Ocoee is interested in selling the property to the owner of a baseball academy for continued use with the current improvements.

More information describing the subject parcels and improvements in detail are included in the report.

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Appraisal - Appraisal Review

ASSIGNMENT CONDITIONS

The intended use of this report is for purposes of negotiation. It is our understanding that the intended user and client of the report is Brian Martinez, the only intended user of this report. Use of this report by Third-Parties and other unintended users is not permitted.

The real estate interest appraised is Fee Simple Interest.

Fee Simple Interest is absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

While the industrial building is currently on leased land, if the property were to sell to the buyer, then the lease would be eradicated and the industrial building would become part of the property. The industrial building is already assessed as real property. In this scenario, the fee simple value of the property is thus the most relevant.

The effective date of the appraisal is 10/07/2024. The report date is 11/3/2024.

The definition of value is:

Market Value[2]

VALUE DEFINITION	
☒ Market Value Definition (below)	☐ Alternate Value Definition (attached)

MARKET VALUE is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: *The Dictionary of Real Estate Appraisal*, 6th ed., Appraisal Institute

SCOPE OF WORK

The subject was visited on the effective date by the appraiser. I walked the property and entered both buildings. I interviewed the buyer and the seller. After reviewing the property, I devised a scope of work to determine value of the property based on available data and accepted appraisal techniques.

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VALUE OPINION

The value opinion and approaches are described and delineated in the report. See each applicable value approach section for details. The value opinion is summarized below. As of the effective date, the market values for the subject are:

SUMMARY OF VALUES		
	1701 Adair St	1755 Adair St
Sales Comparison Approach	$2,337,000	$675,000
Cost Approach	$2,407,000	NA
Reconciled Value	**$2,372,000**	**$675,000**

FINAL DETAILS

This report is the result of the appraiser and client concurring on the appropriate valuation methods based on the subject property specifics resulting in a credible value opinion.

This appraisal does not include any extraordinary assumptions. This appraisal contains the hypothetical condition that the small cutout from 1701 Adair St is added back to the property so that the analysis mimics reality instead of tax needs. The building cannot be removed and sold separately and in the proposed sale would be come part of the property, so it does not make sense to exclude it or value it separately. Reliance on this condition may have had an impact on report results.

I certify that I have no present or contemplated future interest in the property beyond this estimate of value. I have performed no services, acting as an appraiser or in any other capacity, on the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Your attention is directed to the Limiting Conditions and Assumptions section of this report. Acceptance of this report constitutes an agreement with these conditions and assumptions.



Seth Philip Shore, SRA
State-certified General Real Estate Appraiser #RZ4151
11/3/2024

HERRING REALTY ADVISORS
Appraisal - Appraisal Review

Certification

I certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- The signatories of this appraisal report nor Herring Realty Advisors have been sued by a regulatory agency or financial Institution for fraud or negligence involving an appraisal report.
- Compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, 2024 Edition.
- Seth Shore has made a personal observation of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the persons signing this certification.
- Our analyses, opinions, and conclusions have been developed, and this report has been prepared, in compliance with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Standards Board of The Appraisal Foundation. This report was also prepared in conformance with the State of Florida Standards for Certified General Real Estate Appraisers and, if applicable, the client's appraisal requirements.
- We have not relied on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance

income, handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value.

- It is our opinion that the subject does not include any enhancement in value as a result of any natural, cultural, recreational or scientific influences retrospective or prospective.
- We have extensive experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Seth Shore has completed the continuing education program for Designated Members of the Appraisal Institute.
- We have not relied on the work of others if we have a reasonable doubt that the work is credible.
- I have provided no prior services on this property in the last three years, appraisal or otherwise.



Seth Philip Shore, SRA
State-certified General Real Estate Appraiser #RZ4151
11/3/2024

Assumptions

1. This is an appraisal report presented in an Appraisal Report format which is intended to comply with the reporting requirements set forth under Standard Rule 2-2 of the Uniform Standards of Professional Appraisal Practice. It is understood between the parties that the scope of the assignment is limited and we relied on information obtained from the Public Records of Orange County, published data sources and discussions with market professionals such as investors and brokers relative to the subject's income performance and physical composition. Herring Realty Advisors is not responsible for unauthorized use of this report.

2. Unless otherwise specifically noted in the body of the report, it is assumed that title to the property or properties which are identified as the subject of the report, are clear and marketable and there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value including but not limited to liens, easements, restrictions, and encumbrances. Herring Realty Advisors has not examined title and makes no representations relative to the condition thereof.

3. Unless otherwise specifically noted in the body of the report, the legal description furnished is assumed to be correct. Any abbreviations or discrepancies relative to the legal would be identified.

4. It is assumed that surveys and/or plats furnished to, or acquired by, the appraiser and used in the making of this report are correct. Herring Realty Advisors has not made a land survey or caused one to be made unless identified in the report and therefore, assumes no responsibility for accuracy of same.

5. It is assumed any improvements have been, or will be, constructed according to approved architectural plans and specifications in conformance with recommendations contained in or based on any soil report(s). Unless otherwise noted, Herring Realty Advisors has not retained independent engineer(s) or architect(s) in connection with the report and therefore, makes no representations relative to conformance with approved architectural plans, specifications, or recommendations contained in or based on any soil(s) report.

6. It is assumed that all factual data furnished by the client, property owner, owner's representative, or persons designated by the client or owner are accurate and correct unless otherwise specifically noted in the report. I do not guarantee the correctness of such data, although as far as is reasonably possible, the data has been checked and is believed to be correct. Information and data referred to in this paragraph may include but is not limited to information relative to the subject of the report regarding numerical street addresses, lot and block numbers, assessor's parcel numbers, land dimensions, square footage area of land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, budgets, historic operating expenses, and related data. Information obtained regarding demographics, comparable verification, and data of a general sense is assumed factual as confirmed and the source(s) reliable. Any material error in the gathered data could have substantial impact on the conclusions reported; as a result, Herring Realty Advisors reserves a right to amend conclusions reported if made aware of such an error.

7. Unless otherwise noted in the body of the report, it is assumed that there are no mineral or sub-surface rights of value involved in the report and there are no other development rights of value that may be transferred. Subsurface rights, minerals and oils, were not considered in making this report unless otherwise stated.

8. Any riparian and/or littoral rights identified by survey or plat are assumed to go with the property unless easements and/or deeds of record were found by the appraiser to the contrary.

9. It is assumed that there is full compliance with all federal, state, and local environmental regulations and laws, unless non-compliance is stated, defined, and considered in the report.

10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless the non-conformity has been stated, defined, and considered in the report. Unless otherwise noted, it is assumed that no changes in the present zoning ordinances or regulations governing use, density, or shape, are being considered.

11. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization has been, or can be, obtained or renewed for any use on which the value estimate contained in the report is based.

12. Unless otherwise stated in the report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraisers. The appraisers have no knowledge of the existence of such material on or in the

property. The appraisers, however, are not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated ground water, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated upon the assumption that there is no such material on or in the property that would cause loss in value or affect its marketability. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field if desired.

13. The soil of the area which is the subject of the report appears to be firm and solid. Unless otherwise stated, subsidence in the area is unknown or uncommon, but Herring Realty Advisors does not warrant against this condition and/or occurrence.

14. It is assumed that the utilization of the land and improvements is within the boundaries or property lines as described in the report, and there is no encroachment or trespass, unless noted.

15. The date of value of which the opinions in the report apply is set forth in the body of the report. Herring Realty Advisors assumes no responsibility for economic or physical factors occurring at some later date which may affect the opinions stated in the report.

16. Unless specifically noted in the body of this report, it is assumed that the property or properties described are structurally sound, seismically safe, and that all building systems (mechanical, electrical, HVAC, elevator, plumbing, etc.) are, or will be upon completion, in good working order with no major deferred maintenance or repair required; that the roof and exterior are in good condition and free from intrusion from the elements; that the property or properties have been engineered in such a manner that it/they will withstand any known elements such as wind storm, flooding, or similar natural occurrences; and that the improvements as currently constituted conform to all applicable local, state, and federal building codes and ordinances. Herring Realty Advisors 's professionals are not engineers and are not competent to judge matters of an engineering nature, nor has Herring Realty Advisors retained independent structural, mechanical, electrical, or civil engineers in connection with the report. As such, Herring Realty Advisors makes no representations relative to the condition of the improvements. Unless otherwise noted in the report, no problems were brought to the attention of Herring Realty Advisors professionals by ownership or management. Unless otherwise noted, Herring Realty Advisors 's professionals inspected less than 100% of the entire interior and exterior portions of the improvements. If questions regarding engineering studies are critical to the decision process of the reader, the advice of competent engineering consultants should be obtained and relied upon. If engineers and consultants retained should report negative factors of a material nature or if such are later discussed relative to the condition of the improvements, such information could have a substantial negative impact on the conclusions reported. Accordingly, if negative findings are reported by engineering consultants Herring Realty Advisors. reserves the right to amend the report conclusions.

17. Unless otherwise specifically noted, this report is not being prepared for use in conjunction with litigation. Accordingly, no rights to expert testimony, pretrial or other conferences, disposition, or related services are included in this appraisal. If as a result of this undertaking, Herring Realty Advisors or any its officers, professionals, and/or consultants are requested or required to provide any of the foregoing services, such shall be subject to the availability Herring Realty Advisors professionals or consultants at the time and shall further be subject to the party or parties requesting or requiring such services paying the then applicable professional fees and expenses.

18. Neither all nor any of the contents of the report shall be conveyed to the public through advertising, public relations, news, sales or other media without written consent and approval of Herring Realty Advisors, particularly as to the valuation conclusions, the identity of the professionals or firm, or any reference to the Appraisal Institute, the SRA designation, or certification by the State of Florida. Exempt from restrictions relative to the transmittal of this report to third parties is duplication for internal use of the client-addressee and/or transmission to attorneys, accountants, or advisors of the client-addressee. Also exempt from this restriction is transmission of the report to any court, governmental authority, or regulatory agency having jurisdiction over the party/parties for whom the report was prepared, providing that the report and/or its contents shall not be published, in whole or in part in any public document without the express written consent of Herring Realty Advisors or its principals, which consent Herring Realty Advisors reserves the right to deny. The report should not be advertised to the public or otherwise used to induce a third party to purchase the property. Any third party not covered by the exemptions herein who may possess this report is advised that he should rely on his own independently secured advice for any decision in conjunction with the property. Herring Realty Advisors its professionals and/or principals, shall have no accountability or responsibility to any such third party.

19. Unless specifically set forth in the body of the report, nothing contained therein shall be construed to represent any direct or indirect recommendation to buy, sell, or hold the property(ies) at the value(s), or development scenario as stated. Such decisions involve substantial investment strategy and must be specifically addressed in consultation form.

20. The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other report and are invalid if so used.

21. The forecasts, projections, and/or operating estimates contained herein are based on current market conditions, anticipated (though recognizably short term) supply and demand factors, and a continued stable economy, unless otherwise stated. Any forecasts are therefore subject to changes in future conditions.

The Americans with Disabilities Act ("ADA") became effective January 26, 1992 Herring Realty Advisors has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since Herring Realty Advisors has no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

INTRODUCTION

Purpose of the Appraisal

The purpose of this appraisal is to opine the market value of the fee simple interest of the subject.

Intended Use/Client and Intended User(s)

The intended use of this report is for for purposes of negotiation. It is our understanding that the intended user and client of the report is Brian Martinez, the only intended user of this report. Use of this report by Third-Parties and other unintended users is not permitted.

This report must be used in its entirety. Reliance on any portion of the report independent of others may lead the reader to erroneous conclusions regarding the property values. Dissemination of any or all of the report is strictly prohibited for any marketing efforts, print or any electronic means. The definition of Market Value relied upon is included before the Addenda.

Competency of the Appraisers

The appraisers' specific qualifications are included within this report. These qualifications serve as evidence of their competence for the completion of this appraisal assignment in compliance with the competency provision in USPAP.

The appraisers' knowledge and experience, combined with their professional qualifications, are commensurate with the complexity of this assignment. The appraisers have previously provided consultation and value estimates for properties similar to the subject in Florida.

Interest Appraised

Fee Simple Interest is absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Effective Date of Value

10/07/2024

Date of Report

11/3/2024

Scope of Work

Scope of work is the most critical decision an appraiser will make in performing an assignment. Solving an appraisal problem involves three steps:

1. Identifying the problem
2. Determining the solution (or scope of work)

3. Applying the solution

None of the three steps can be omitted, and each must be performed in order. To analyze the problem, the appraiser identifies seven key assignment elements: (1) client, (2) intended users in addition to the client, (3) intended use, (4) objective of the appraisal, or type of value and its definition, (5) effective date, (6) property characteristics that are relevant to the assignment such as the interest to be valued and physical and legal characteristics), and (7) assignment conditions such as hypothetical conditions, extraordinary assumptions, and other requirements. These elements provide the framework for the assignment and allow the appraiser to identify the problem to be solved.

The second step is to determine the scope of work to solve the problem. Scope of work encompasses all aspects of the valuation process, including which approaches to value will be used; how much data is to be gathered, from what sources, from which geographic area, and over what time period; the extent of the data verification process; and the extent of property inspection, if any. The scope of work decision is appropriate when it allows the appraiser to arrive at credible assignment results and is consistent with the expectations of similar clients and the work that would be performed by the appraiser's peers in a similar situation.

Source: *Appraisal of Real Estate*

Identification of Relevant Real Property Characteristics

Process:	Physical	Legal (e.g., zoning)	Economic (e.g., actual gross income)
Least Intensive	No inspection*	No research*	Obtain from owner*
↓	Drive-by inspection*	Examine zoning maps*	Read leases
↓	Exterior inspection with exterior measurements*	Talk to planning/zoning department*	Read leases, verify with management company
Most Intensive	Interior inspection, with exterior measurements	Talk to planning/zoning department, obtain and read zoning ordinance	Read leases, verify with management company and tenants

* Extraordinary assumptions will need to be stated about information taken to be true when it is uncertain.

Application of the Three Approaches to Value

Process:	Sales Comparison Approach	Income Capitalization Approach	Cost Approach
Least Intensive	Not necessary; omitted	Not necessary; omitted	Not necessary; omitted
↓	Comparable data from files; no adjustments to comparables in analysis	Comparable rental, expense, and vacancy data from files; capitalization rates from readily available sources	Land valuation via extraction; comparable cost data from readily available sources
↓	Comparable data from readily available sources confirmed with one or more parties to the transaction; adjustments supportable	Comparable data, including capitalization rates from readily available sources; confirmed with one or more parties to the transaction	Comparable cost data from cost manual but verified
Most Intensive	Thorough search of all available data sources; confirmation with one or more parties to the transaction; adjustments via paired sales analysis	Thorough search of all available data sources; confirmation with one or more parties to the transaction; local vacancy survey	Land valuation via sales comparison method with complete verification of sales information; comparable cost data obtained from local contractors

Source: Stephanie Coleman, *Scope of Work* (Chicago: Appraisal Institute)

Site Visit

Seth Shore has inspected the subject property. The appraiser is not a professional surveyor, inspector, or engineer. Herring Realty Advisors did not employ any professional surveyors, inspectors, general contractors, or engineers in completing this report. Unless otherwise noted, there were no known issues presented about the subject property. If there are concerns about boundaries, environmental issues, or significant physical issues, then the appropriate professionals should be consulted.

Data Research

We collected factual information about the subject property and the surrounding market. Our research included CoStar, CoreLogic, Loopnet, MLS, Site to Do Business, LandID, and the Orange County's public records including the County Clerk and Property Appraiser's Office. We generally researched three years from the date of our valuation including reviewing any relevant current listings. We confirmed that information with various sources such as buyers, sellers and brokers.

Methodology

The cost approach is applicable and completed for 1701 Adair St. The subject is zoned residential and there were some comparable sales of properties built for competing uses. The improvements were in good shape and custom built, so the cost approach best describes the exact subject property for 1701 Adair St. For 1755 Adair St there are no competing sales of city parks lands as municipalities usually have to buy and sell at market value for other purposes. There is no direct marketability of the land at 1755 Adair St since it would be for purely recreational purposes and the zoning would not change.

The sales comparison approach is applied to both addresses. There were sufficient comparable sales of each property type to determine the value from market actions. The sales comparison approach best emulates the actions of buyers and sellers based on direct evidence from the market. This approach is applicable and completed.

The income approach is not applicable nor completed as the subject is not typical of rental properties in the market. Most assembly-type properties are owner-occupied and there is not enough data to derive market rents or cap rates.

After careful consideration of the approaches and the available data, the cost and sales comparison approaches demand equal weight for 1701 Adair St. For 1755 Adair St, the sales comparison approach is the only approach and is the final indicator of value.

Due to USPAP protocols and accepted appraisal practices, while the properties might be inter-related to the buyer, they have different highest and best uses, and as such, are valued separately.

The most likely buyer for the subject properties would be a municipality or a community-oriented group such as a school, charity, or social/religious organization. Marketing and exposure time would be at least a year.

Ownership and Subject Property History

According to the Orange County Property Appraiser's Office, the current owner of record is City of Ocoee.

1755 Adair St has no recorded sales history. 1701 Adair St last sold in 2003 to the City of Ocoee, the current owner. The subject is not publicly listed for sale. It is being offered privately by the sellers. There are no contracts as of the effective date. The city has an interest in keeping this property with a recreational/community focus.

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SITE DESCRIPTION

The subject consists of two parcels.

1701 Adair St is 3.43 acres and is zoned for residential development, but it is owned by the City of Ocoee and the future land use is recreational in nature. This parcel is generally flat except for some water control ditches. There is paving and direct access off of Adair St. The property is rectangular with 265.2 feet of road frontage. The front (west) portion of the parcel has some paving and a building. The rear (east) portion of the parcel is leased with an industrial-style building on it. There is a cutout for a separate parcel to account for the building's existence.

1755 Adair St is a flag lot with access off of Adair St via Bob Sorenson Ln, which is a private road. The site is zoned for city parks and hosts two baseball fields. There is a secondary access onto Owltree Way to the south. The fields have been graded and flattened.

More information on the properties follows.

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Aerial Map

Florida, AC +/-



Seth Shore
7919 Winter Wren St

The information contained herein was obtained from sources deemed to be reliable. Land id™ Services makes no warranties or guarantees as to the completeness or accuracy thereof.

Survey Map

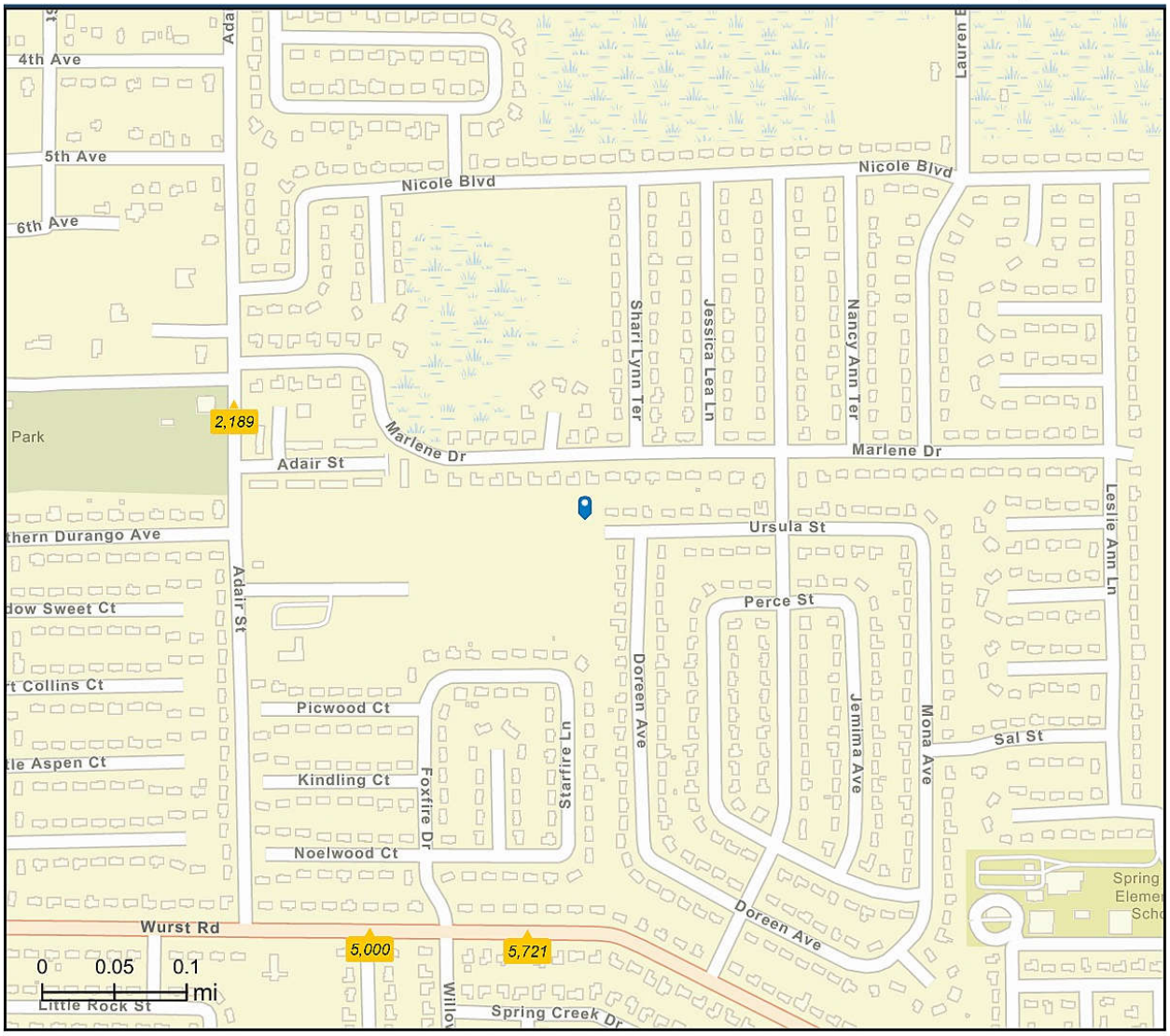
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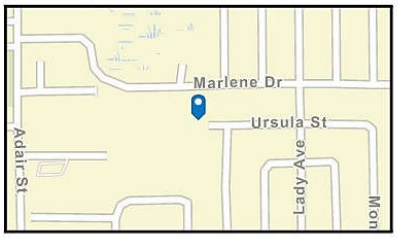
esri
THE SCIENCE OF WHERE

Traffic Count Map - Close Up

1755 Adair St, Ocoee, Florida, 34761
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 28.59166
Longitude: -81.53040





Average Daily Traffic Volume
- ***Up to 6,000 vehicles per day***
- ***6,001 - 15,000***
- ***15,001 - 30,000***
- ***30,001 - 50,000***
- ***50,001 - 100,000***
- ***More than 100,000 per day***



Source: ©2024 Kalibrate Technologies (Q2 2024).

October 30, 2024

©2024 Esri

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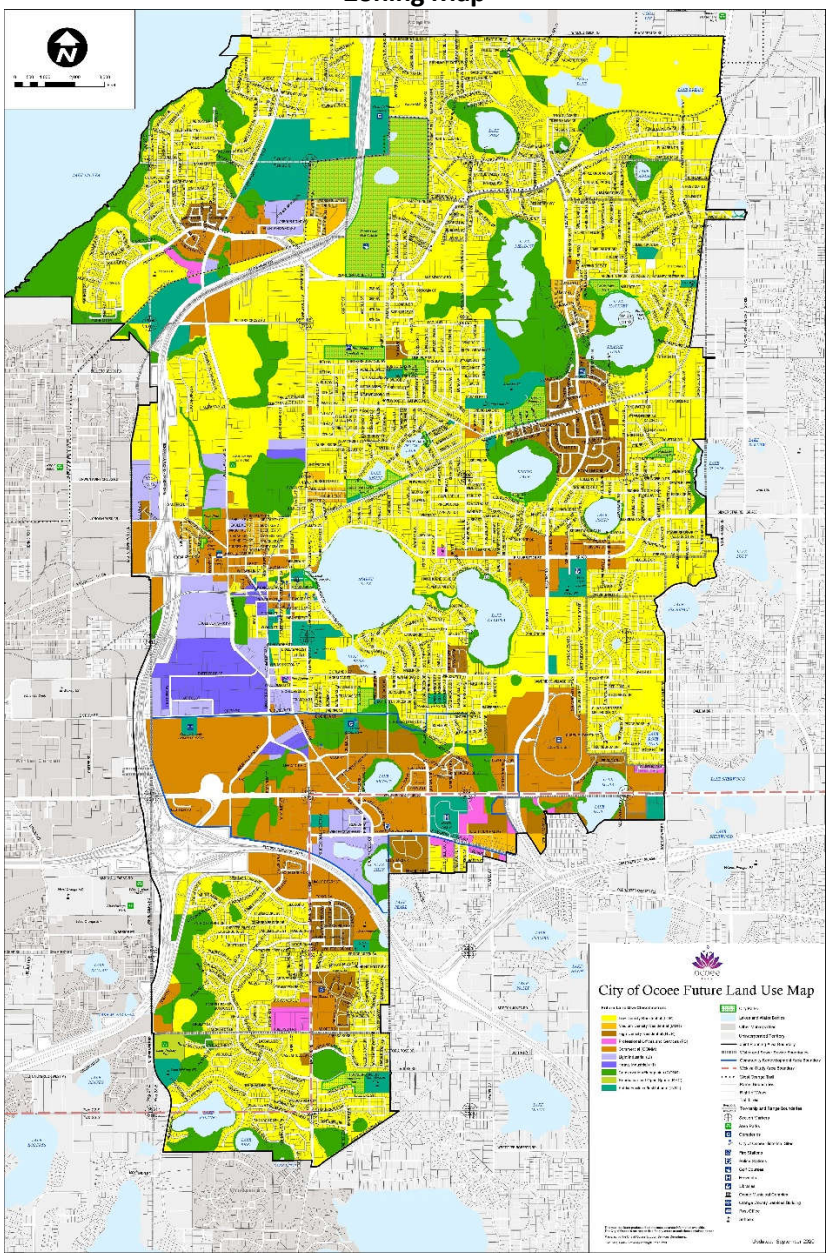
Access

Access to the subject is legal and physical, with access along Adair St.

Zoning

The property is zoned R-1/R-2, FLU is Recreational by Ocoee. The property has a Recreational land use.

Zoning Map



Flood Information

The subject site is generally at road grade. There is no known FEMA influence on the site. No survey or environmental study has been provided.

Flood Maps

RiskMeter CoreLogic

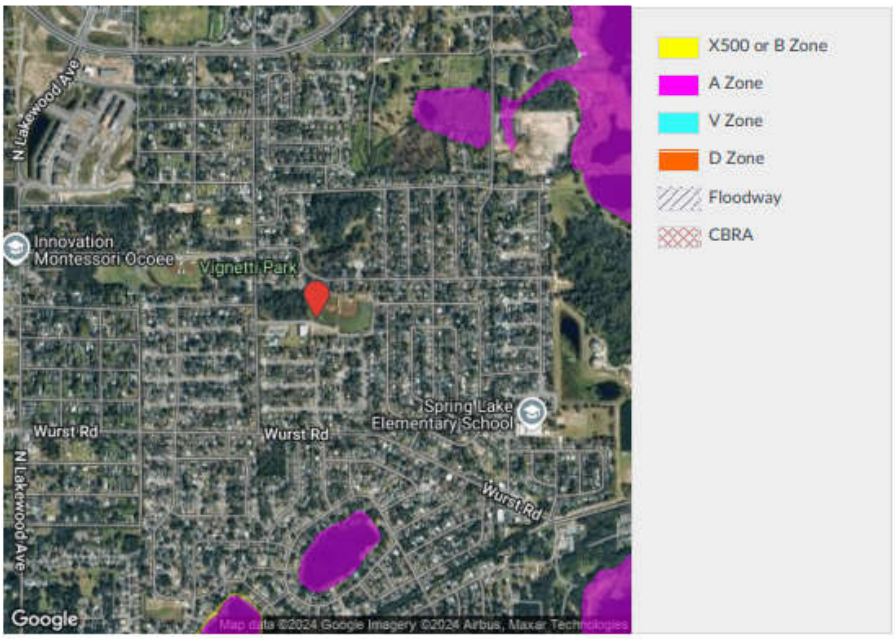
1755 ADAIR ST OCOEE, FL 34761-1552

LOCATION ACCURACY: Excellent

Flood Zone Determination Report

Flood Zone Determination: OUT

COMMUNITY	120185	PANEL	0210H
PANEL DATE	September 24, 2021	MAP NUMBER	12095C0210H



Florida, AC +/-



Seth Shore
7919 Winter Wren St

The information contained herein was obtained from sources deemed to be reliable. Land id™ Services makes no warranties or guarantees as to the completeness or accuracy thereof.

Utilities

Water service is provided by Ocoee. Sewer service is provided by Ocoee. Police and fire services are provided by Ocoee. Electricity service is provided by Duke Energy.

Site Photos



Street View North



Street View South



Street View Across



Private Street



Private Street



Private Street



Ball Fields



Ball Fields



Ball Fields



Ball Fields



Ball Fields



Ball Fields



Ball Fields



Interior View



Interior View



Interior View



Interior View



Parking



Parking

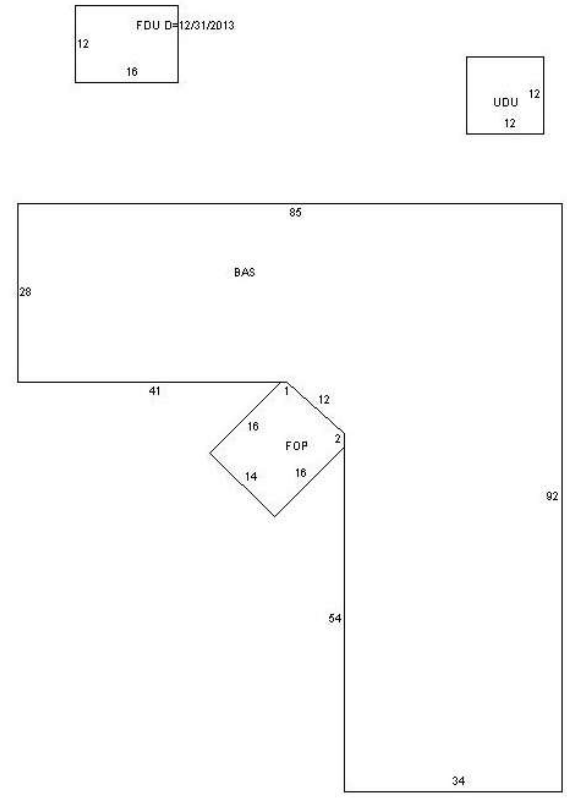
IMPROVEMENTS DESCRIPTION

The subject has multiple improvements.

On 1701 Adair St there is a community center built in 1987 and a warehouse built in 2020. The community center was originally a church and features two wings with gathering areas, common bathrooms, offices, and a kitchen. The warehouse is standard corrugated metal and steel construction with a concrete floor. There are multiple rollup doors and several bathroom buildouts. On 1755 Adair St there are two baseball fields with fences, lights, and minimal seating. Sketches and photographs of the buildings follow.

Building Details - 1701 Adair St - Building #1

Courtesy Orange County Property Appraiser

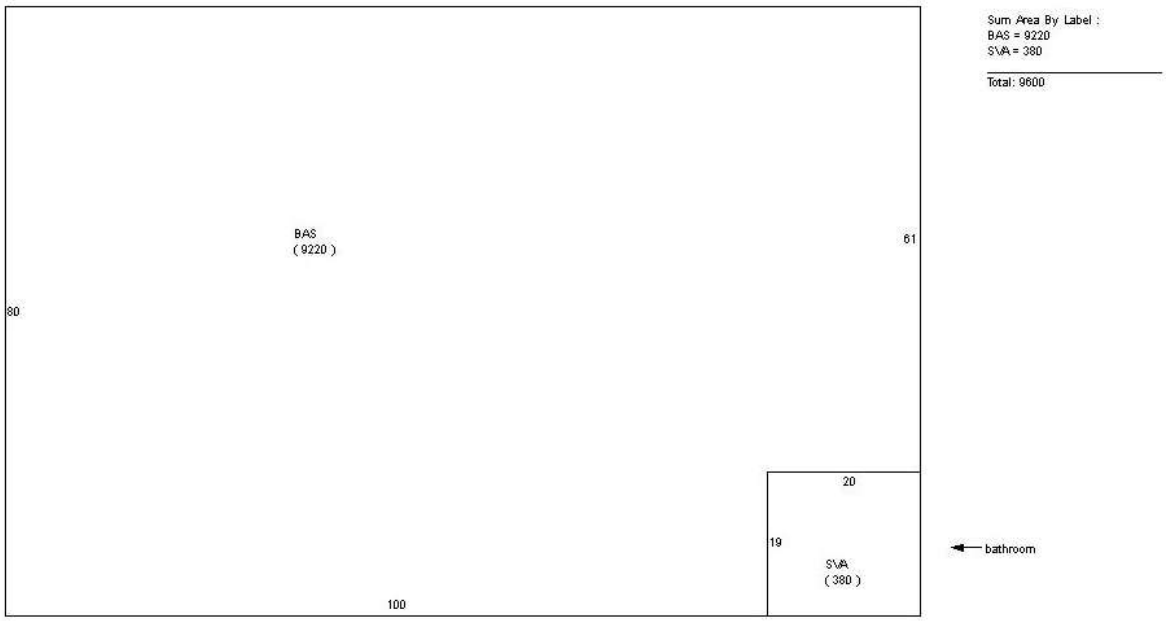


Sub Area	Sqft	Value
BAS - Base Area	4592	working...
FDU - F/Det Util	192	working...
FOP - F/Opn Prch	234	working...
UDU - Unf Dt Uty	144	working...

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Building Details - 1755 Adair St - Building #1

Courtesy Orange County Property Appraiser



Improvements Photos



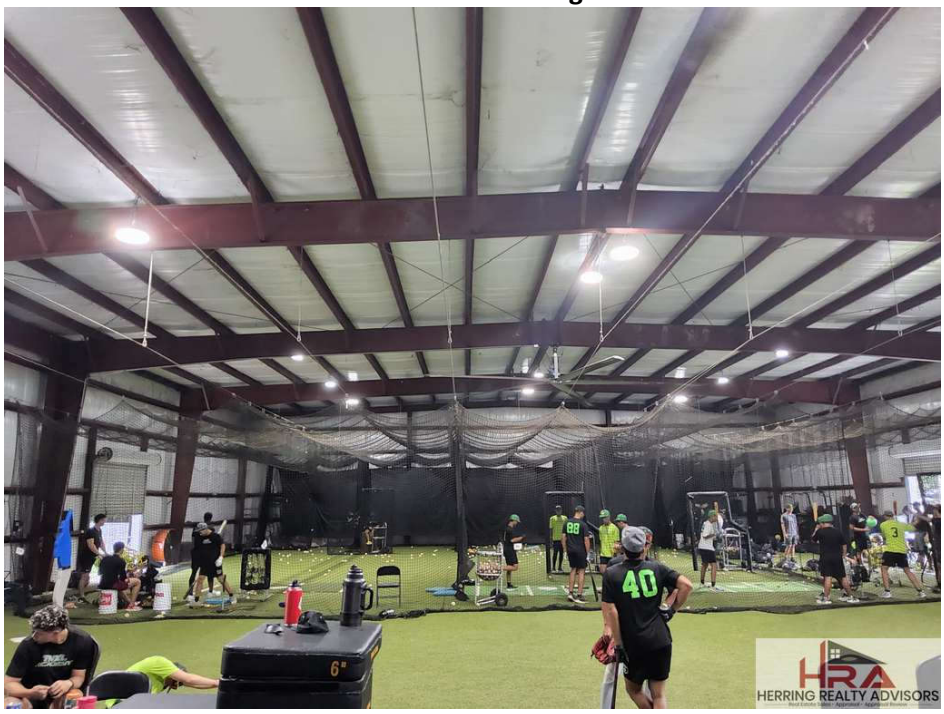
Industrial Building



Industrial Building



Industrial Building



Industrial Building



Industrial Building



Industrial Building



Industrial Building



Industrial Building



Community Center



Community Center



Community Center



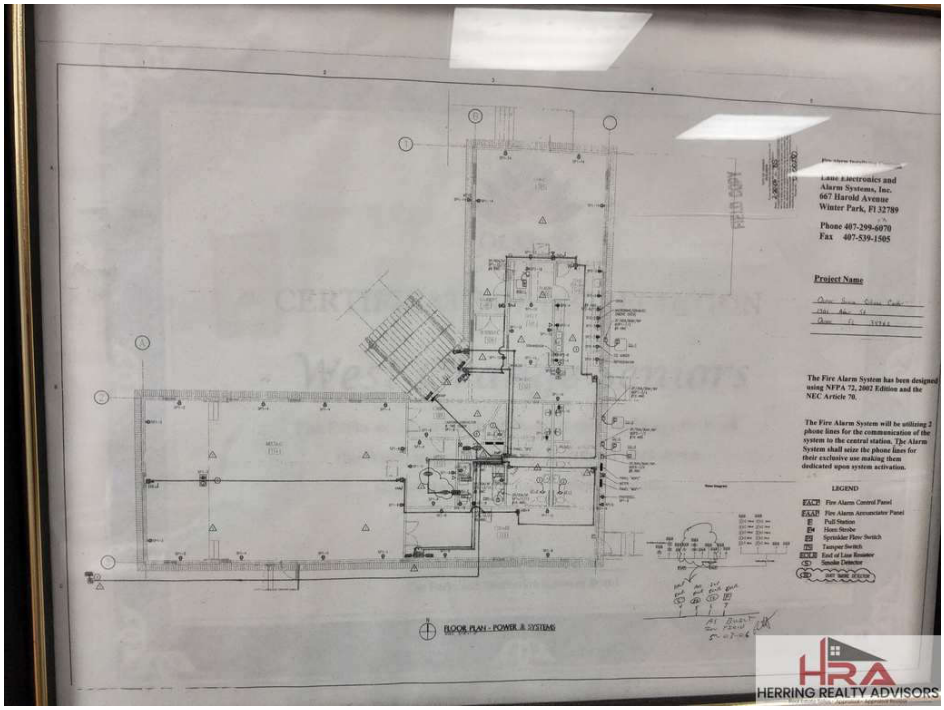
Community Center



Community Center



Community Center



Community Center



Community Center



Community Center



Community Center



Community Center



Community Center



Community Center

Taxes and Assessments

The current just market assessment for the property is $2,610,812 . The two main parcels are not currently taxed as the City of Ocoee owns all of the land. However, a third parcel was created for tax purposes.

Property Taxes In ad valorem taxation, assessed value refers to the value of a property according to the tax rolls. Assessed value may not conform to the definition of market value, but it is usually calculated in relation to a market value basis. Some municipalities estimate both an assessed value and a market value. Non-ad valorem assessments typically apply to properties receiving certain municipal services or are in special taxing districts financed by community development bonds. The subject is assessed by the County Property Appraiser and is identified by the tax parcel identification numbers with the tax bills below.

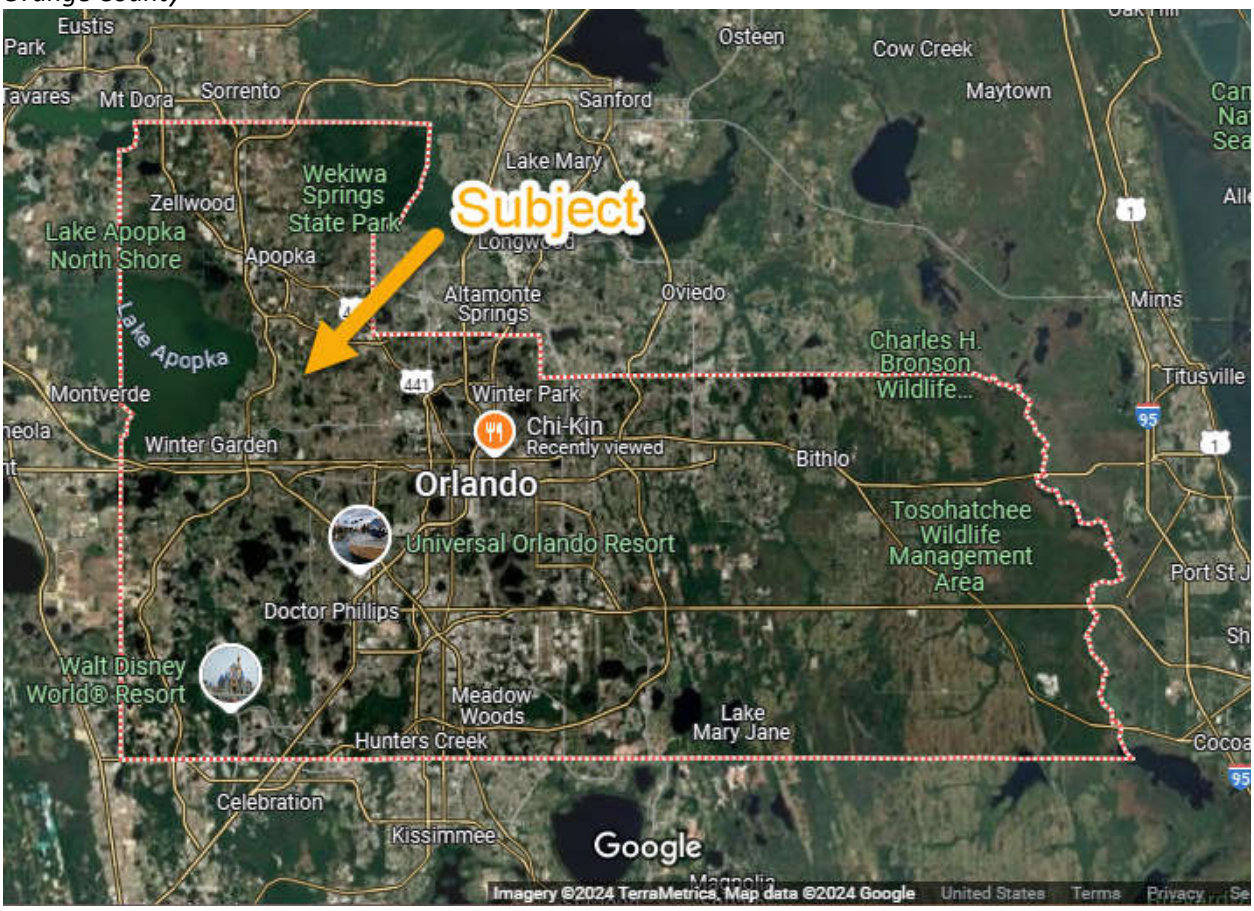
The law in the State of Florida is that the local assessor should reflect 100% of fee simple market value, assuming market leases in place (where applicable). However, in actual practice assessments often vary anywhere from 80% to 90% of market value for most property types. Part of the reason for this gap is that the assessor's office allows a discount to reflect transaction costs that the seller would experience in selling the property. Another reason for the difference is to reduce the frequency of appeals. These factors are considered in the stabilized assessment for the subject going forward.

In Florida, assessments are levied based on the physical status of a property as it existed as of January 1st of each calendar year. Tax bills are issued in November, with full payment due by March 31st of the following calendar year. A discount is made available to property owners in the state of Florida for early payment of real estate taxes (4.0% in November, 3.0% in December, 2.0% in January, and 1.0% in February). This analysis assumes that competent management would act to realize the full discount and, as such, the stabilized real estate tax projection reflects the full 4.0% discount.

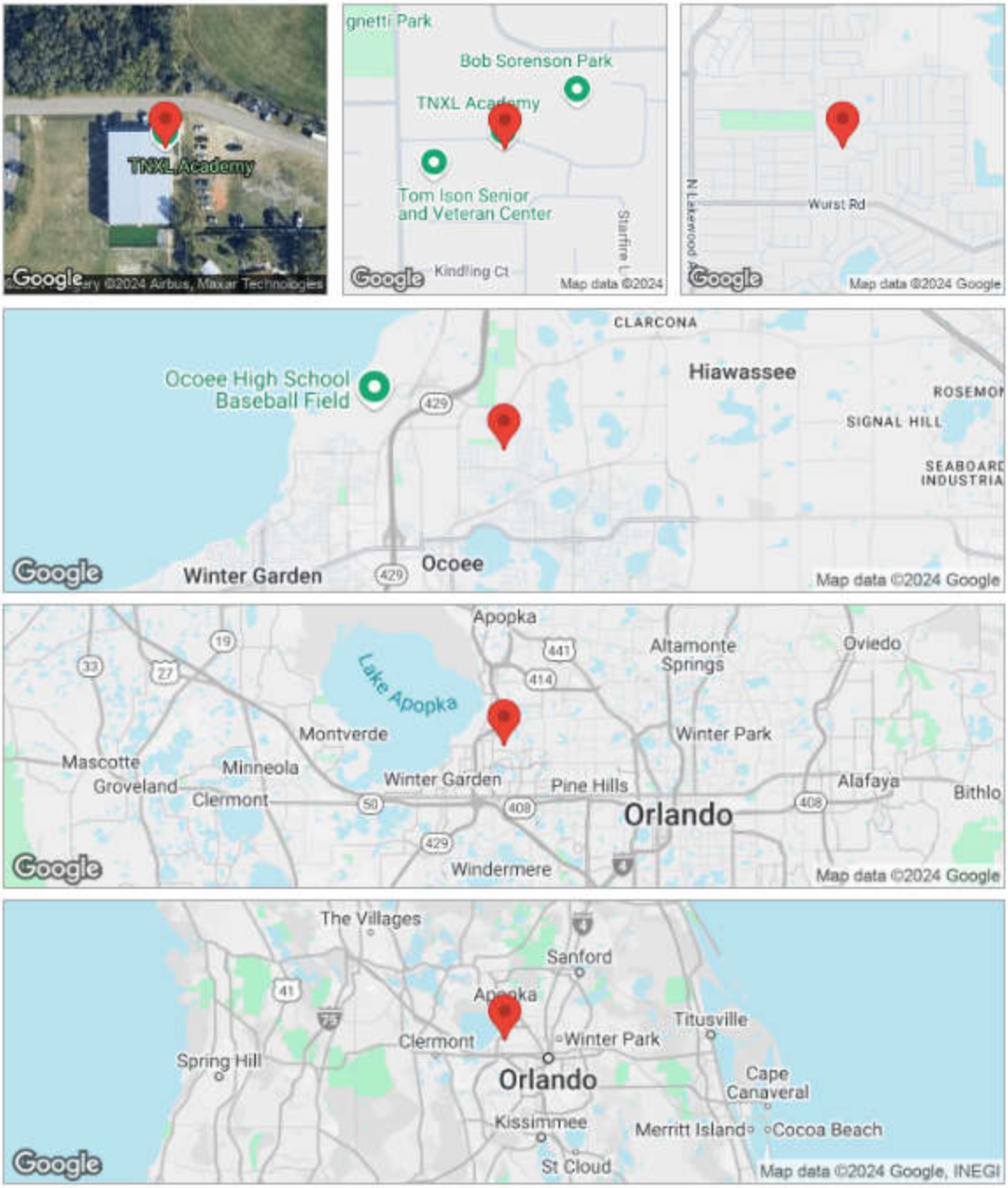
NEIGHBORHOOD DESCRIPTION

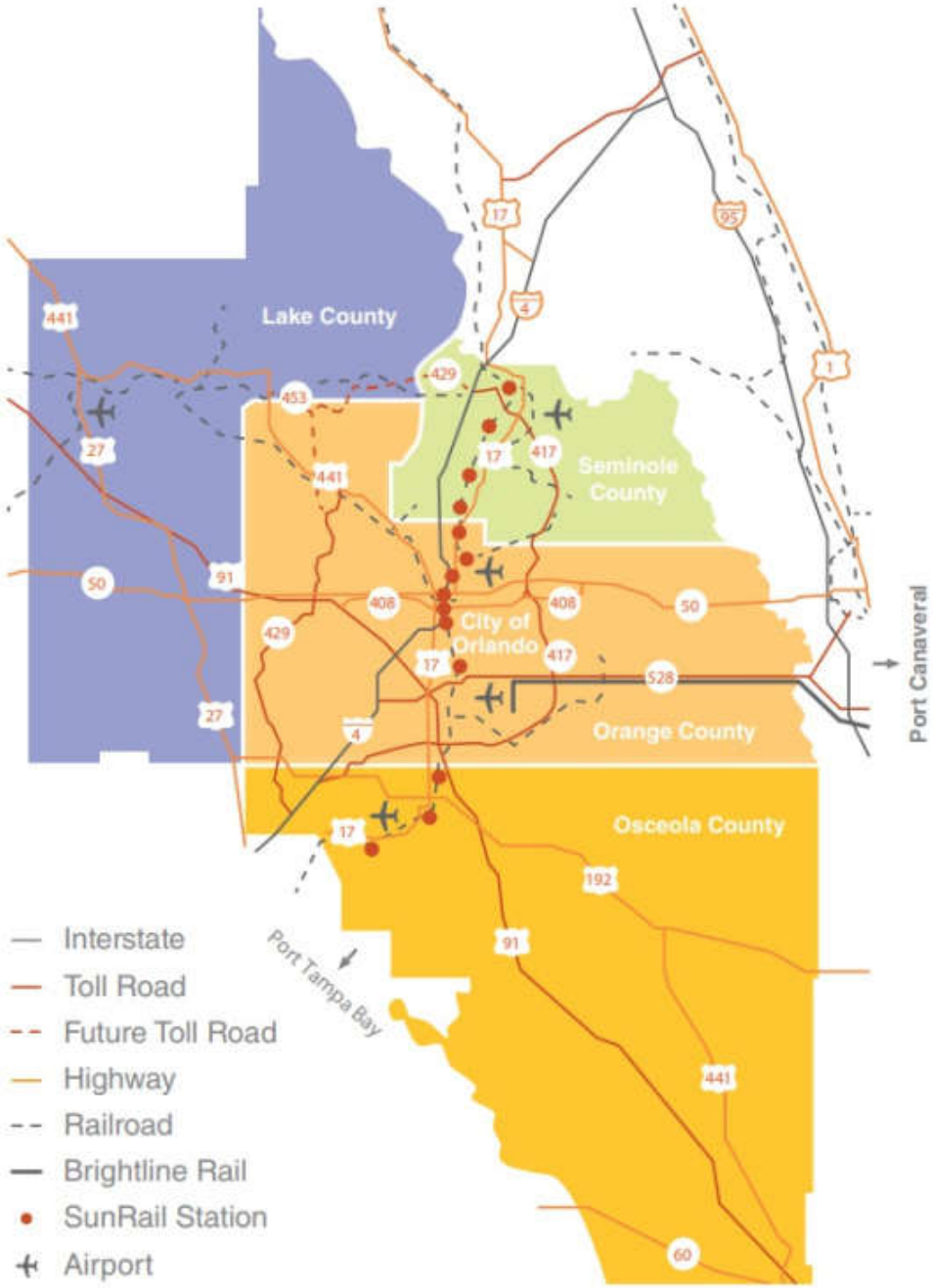
The property has frontage on Adair St with optional access to Owl Tree Way. It is within the city limits of Ocoee. It is within a residential area. Toll Rd 429 and a Publix-anchored shopping center is about a mile to the northwest. Downtown Ocoee is about 1.5 miles to the southwest. The Colonial Rd/SR 50 corridor is about 3 miles to the south. Surrounding land uses include residential and recreational properties.

Orange County



Area Maps


TNXL Academy
Google
Bob Sorenson Park
TNXL Academy
Tom Ison Senior and Veteran Center
Kindling Ct
Map data ©2024
Wurst Rd
Map data ©2024 Google
CLARCONA
Ocoee High School Baseball Field
Hiawassee
SIGNAL HILL
Winter Garden
Ocoee
Map data ©2024 Google
Apopka
Lake Apopka
Altamonte Springs
Oviedo
Montverde
Winter Park
Mascotte
Groveland
Minneola
Clermont
Winter Garden
Pine Hills
Orlando
Alafaya
Bithlo
Windermere
Map data ©2024 Google
The Villages
Sanford
Apopka
Titusville
Clermont
Winter Park
Spring Hill
Orlando
Cape Canaveral
Kissimmee
Merritt Island
Cocoa Beach
St Cloud
Map data ©2024 Google, INEGI


Lake County
Seminole County
City of Orlando
Orange County
Osceola County
Port Canaveral
Port Tampa Bay
Interstate
Toll Road
Future Toll Road
Highway
Railroad
Brightline Rail
SunRail Station
Airport

Population Trends

According to the Orlando Economic Partnership and US Census Bureau data, the Orlando MSA is the fastest growing MSA among the thirty largest MSAs in the United States, with populations increasing in each district of the MSA – each county and Orlando itself.

Population

Location	2010	2020[1]	2030[1]
Orange County	1,145,956	1,418,927	1,696,818
Seminole County	422,718	478,823	535,588
Osceola County	268,685	384,766	510,236
Lake County	297,047	366,615	450,305
City of Orlando	238,300		
Orlando MSA*	2,134,406	2,679,131	3,192,947

Source: U.S. Census Bureau; University of Florida, Bureau of Economic and Demographic Research - April 1, 2019 projections[1]
**Note: Four county total. City of Orlando is included in Orange County.*

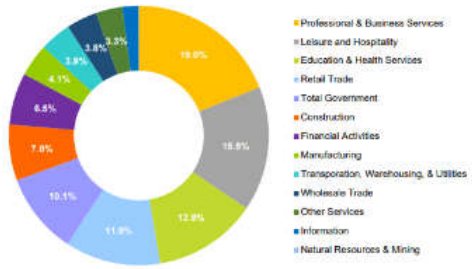
WORKFORCE

Labor

Labor Force	1,328,492
"Right-to-Work" State	Yes
Unemployment Rate (Sep 2020)	
Orlando MSA	9.8%
Florida	7.6%
United States	7.7%

**Note: Data is compiled monthly not seasonally adjusted*
Source: Florida Department of Economic Opportunity Local Area Unemployment Statistics (LAUS) Program - released October 2020

Employment by Industry



Source: Florida Department of Economic Opportunity Current Employment Statistics (CES) - September 2020

Leading Employers

Company	Number of Employees
Walt Disney World Resort	75,000
Universal Orlando Resort	26,000
AdventHealth	21,815
Orlando Health	20,500
Publix	19,783
Greater Orlando Aviation Authority	18,000
University of Central Florida	13,483
Resource Employment Solutions	8,400
Lockheed Martin	8,000
Darden Restaurants, Inc.	7,178
SeaWorld Parks & Entertainment	6,032
Valencia College	5,824
Marriott Vacations Worldwide	5,350
Westgate Resorts	5,151
Siemens	4,800
Rosen Hotels & Resorts	4,534
Wyndham Destinations	3,600
Hilton Grand Vacations Club	3,444
AT&T Mobility	3,063
JP Morgan Chase	3,053
Spectrum	3,000
Hospital Corporation of America	2,950
Central Florida Regional Hospital	2,865
Mears Transportation	2,825
FedEx	2,821

Source: Direct Company Contact; Orlando Sentinel; Orlando Business Journal - January 2020
Employment before COVID

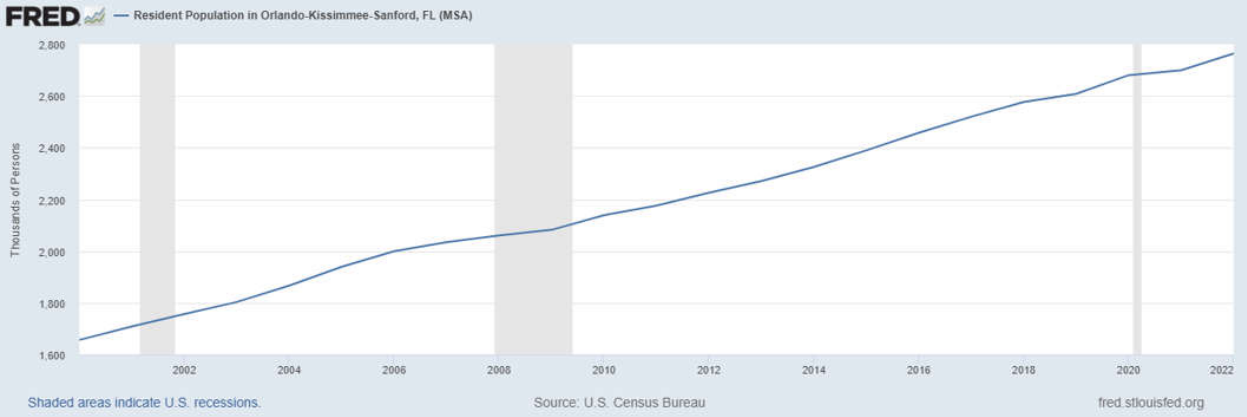
Recent Announcements

Company	Industry
Amazon	Distribution Center
Bella Batteries USA	Advanced Manufacturing
CardWorks, Inc.	Financial Services
Charter Communications	Call Center
Civix (formerly GCR Inc.)	IT Center of Excellence
Command Post Technologies, Inc.	Modeling & Simulation
Deloitte Consulting LLP	Expansion
FamilyLife	Headquarters
Fattmerchant	Fintech, Payment Solutions
Fiverr	Consumer Technology
Frontier Airlines	Maintenance Operations
Further	Healthcare Call Center
GLESEC	Corporate Headquarters
HNTB Corporation	Infrastrucure Engineering Firm
HypGames, Inc.	Digital Studio & Software Developer
Lockheed Martin	Advanced Manufacturing
Pavlov Media	Data Center
Protean BioDiagnostics, Inc.	Corporate Headquarters
SimCom International Inc.	Aviation, Aerospace & Defense
SPIRE	Medical Equipment Manufacturing
Sucandi	Corporate Headquarters

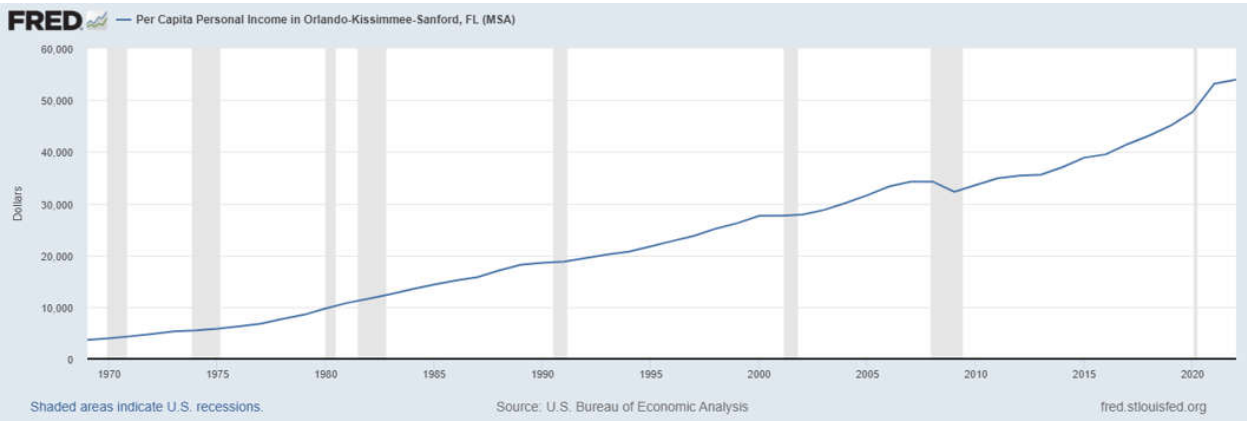
Source: Orlando Economic Partnership Project Announcements

Local Economy

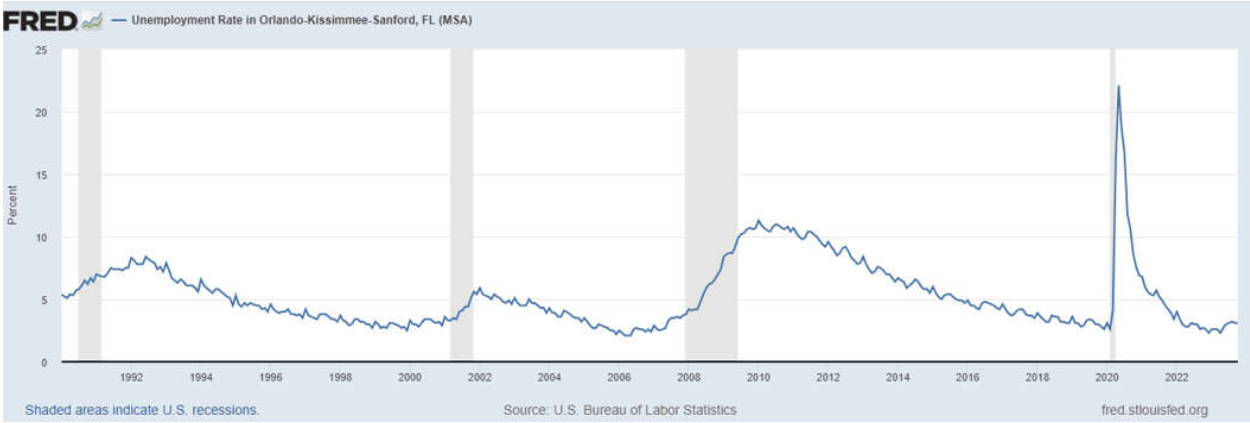
As a result of the above indicators, the local economy is generally strong. Population in the MSA overall is also increasing, as seen in the below chart from the Census Bureau.



Personal income is also increasing in the MSA, according to the US Bureau of Economic Analysis.



According to the US Bureau of Labor Statistics, unemployment has recovered to near record lows after a spike from COVID-19.



While there are some headwinds in the economy like elevated inflation, elevated interest rates, and fears of a minor recession, as of the effective date, the data shows that the MSA, and especially the subject's area, would be attractive to business developers.

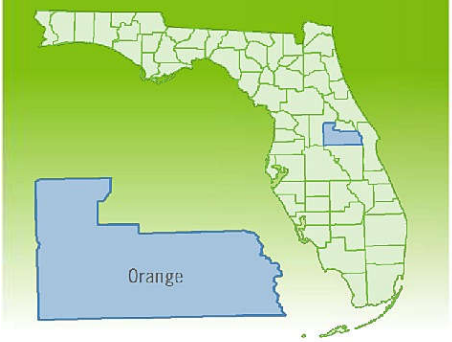
Since this is a residential area and part of the subject is currently zoned for residential use, the residential statistics for Orange County are also included below. As seen in the statistics below, the overall trend in value is upwards but the market has cooled and prices have flattened.

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Residential Statistics

Quarterly Market Summary - Q3 2024
Single-Family Homes
Orange County

FloridaRealtors®
The Voice for Real Estate® in Florida



	Q3 2024	Q3 2023	Percent Change Year-over-Year
Closed Sales	3,107	3,069	1.2%
Paid in Cash	662	768	-13.8%
Median Sale Price	$484,950	$480,000	1.0%
Average Sale Price	$630,952	$611,712	3.1%
Dollar Volume	$2.0 Billion	$1.9 Billion	4.4%
Med. Pct. of Orig. List Price Received	97.1%	98.6%	-1.5%
Median Time to Contract	25 Days	15 Days	66.7%
Median Time to Sale	66 Days	55 Days	20.0%
New Pending Sales	3,094	3,088	0.2%
New Listings	4,088	3,783	8.1%
Pending Inventory	1,320	1,413	-6.6%
Inventory (Active Listings)	3,213	2,103	52.8%
Months Supply of Inventory	3.2	2.1	52.4%

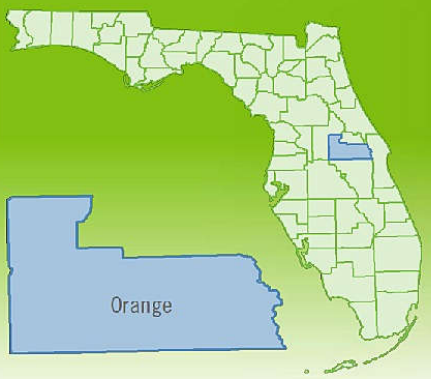


Produced by Florida REALTORS® with data provided by Florida's multiple listing services. Statistics for each month compiled from MLS feeds on the 15th day of the following month.
Data released on Wednesday, October 23, 2024. Next data release is TBD.

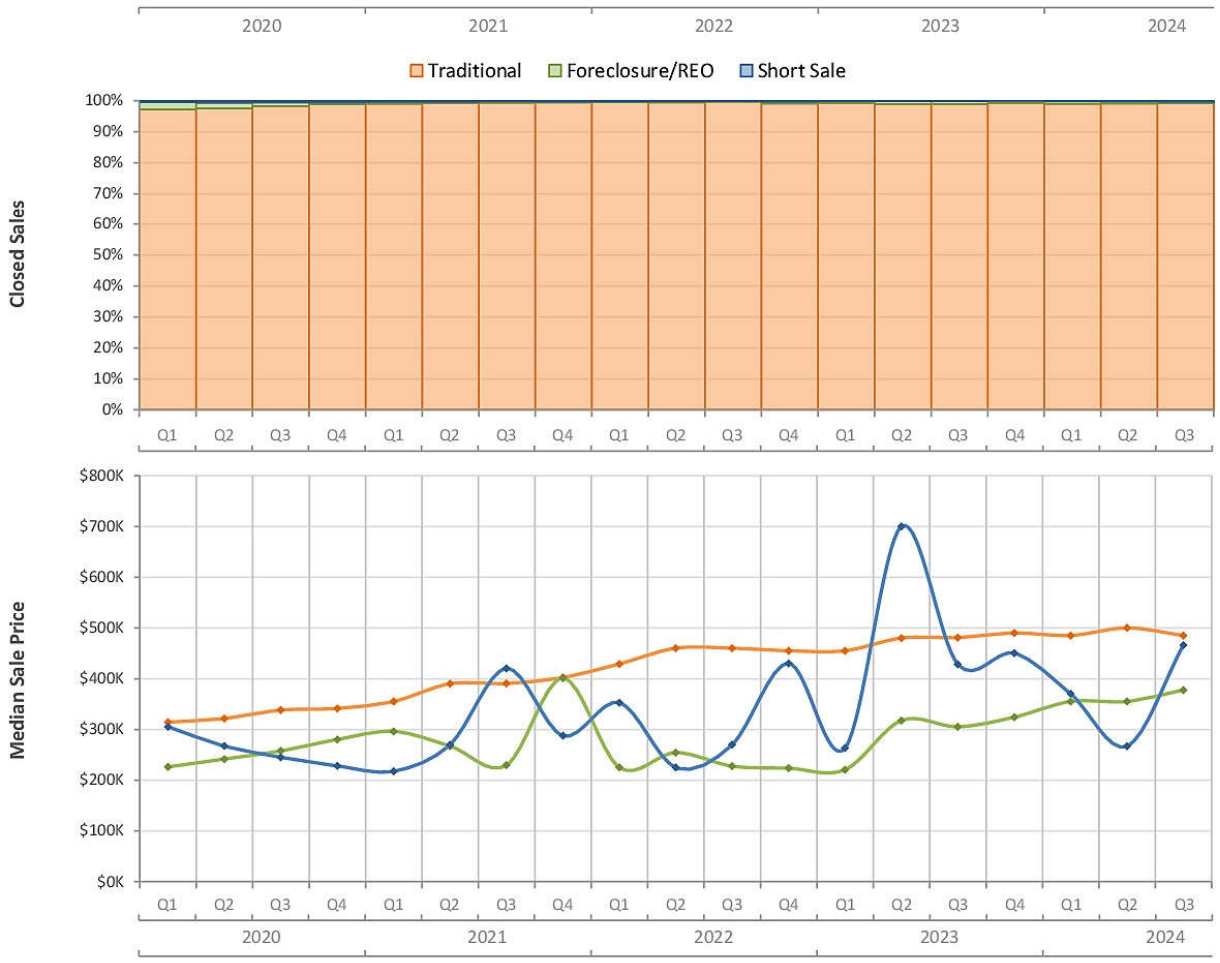
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Appraisal - Appraisal Review

Quarterly Distressed Market - Q3 2024
Single-Family Homes
Orange County

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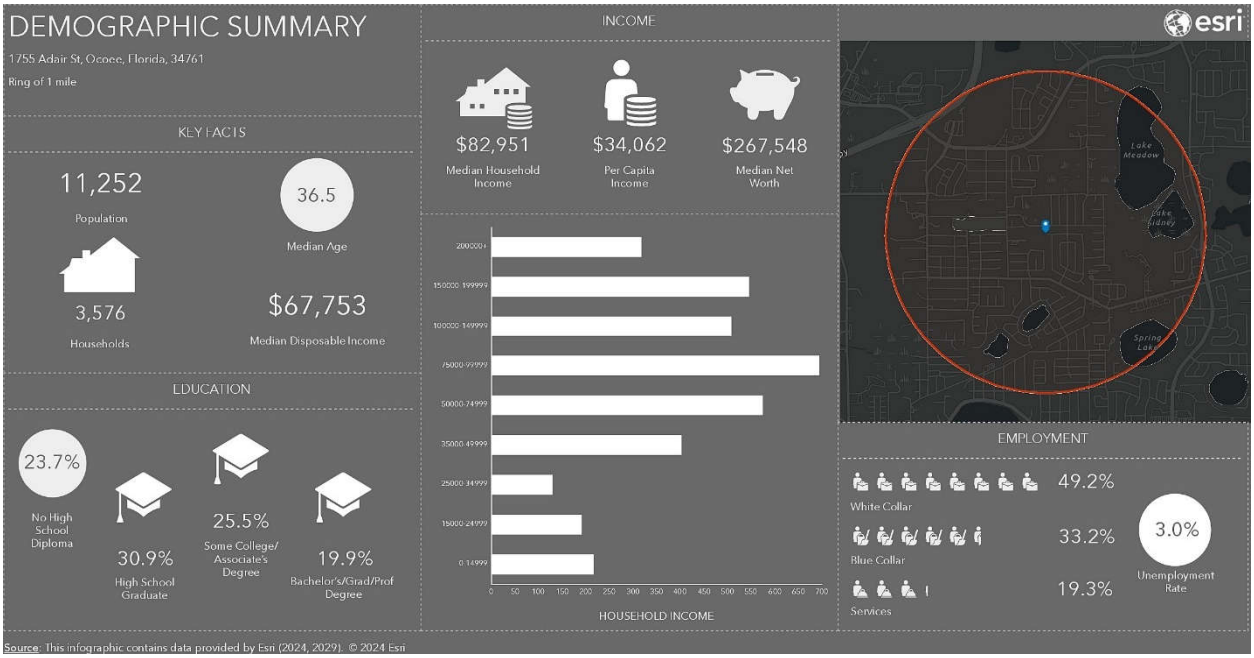


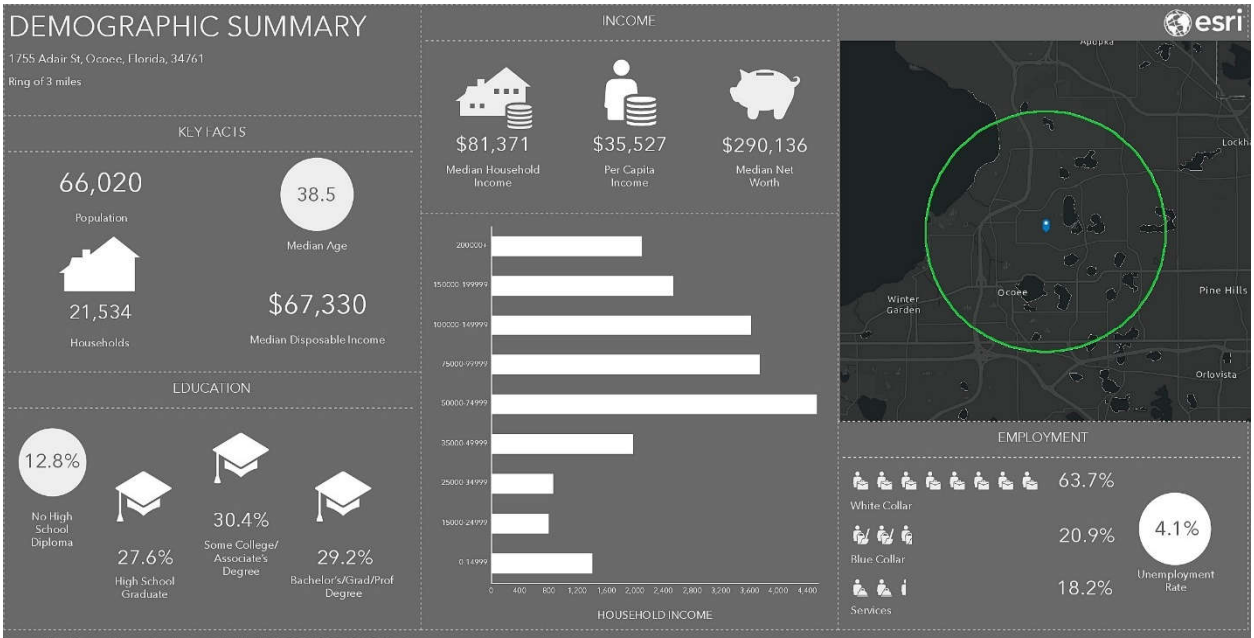
		Q3 2024	Q3 2023	Percent Change Year-over-Year
Traditional	Closed Sales	3,083	3,038	1.5%
	Median Sale Price	$485,000	$481,000	0.8%
Foreclosure/REO	Closed Sales	14	27	-48.1%
	Median Sale Price	$377,500	$305,000	23.8%
Short Sale	Closed Sales	10	4	150.0%
	Median Sale Price	$466,222	$428,500	8.8%

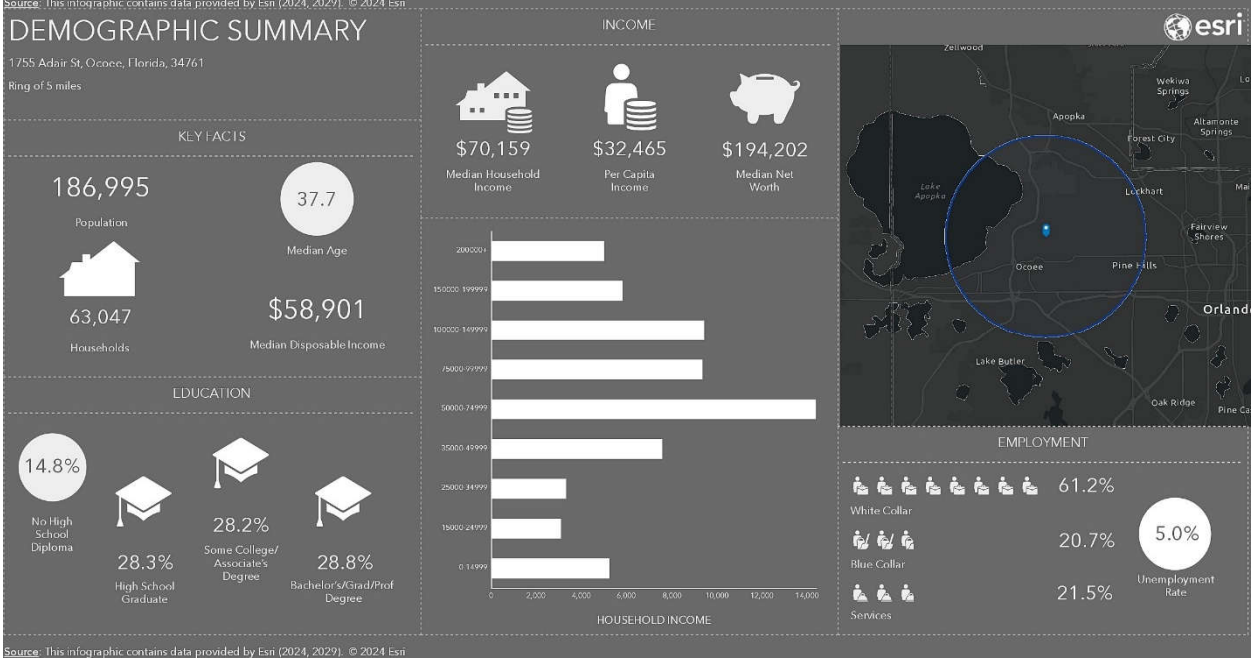


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Data released on Wednesday, October 23, 2024. Next data release is TBD.

Local Statistics




DEMOGRAPHIC SUMMARY
1755 Adair St, Ocoee, Florida, 34761
Ring of 3 miles
KEY FACTS
66,020
Population
38.5
Median Age
21,534
Households
$67,330
Median Disposable Income
EDUCATION
12.8%
No High School Diploma
27.6%
High School Graduate
30.4%
Some College/ Associate's Degree
29.2%
Bachelor's/Grad/Prof Degree
INCOME
$81,371
Median Household Income
$35,527
Per Capita Income
$290,136
Median Net Worth
HOUSEHOLD INCOME
esri
Winter Garden
Ocoee
Pine Hills
Orlovista
EMPLOYMENT
63.7%
White Collar
20.9%
Blue Collar
18.2%
Services
4.1%
Unemployment Rate
Source: This infographic contains data provided by Esri (2024, 2029). © 2024 Esri


DEMOGRAPHIC SUMMARY
1755 Adair St, Ocoee, Florida, 34761
Ring of 5 miles
KEY FACTS
186,995
Population
37.7
Median Age
63,047
Households
$58,901
Median Disposable Income
EDUCATION
14.8%
No High School Diploma
28.3%
High School Graduate
28.2%
Some College/ Associate's Degree
28.8%
Bachelor's/Grad/Prof Degree
INCOME
$70,159
Median Household Income
$32,465
Per Capita Income
$194,202
Median Net Worth
HOUSEHOLD INCOME
esri
Zellwood
Wekiwa Springs
Apopka
Altamonte Springs
Forest City
Lake Apopka
Lockhart
Fairview Shores
Ocoee
Pine Hills
Lake Butler
Oak Ridge
EMPLOYMENT
61.2%
White Collar
20.7%
Blue Collar
21.5%
Services
5.0%
Unemployment Rate
Source: This infographic contains data provided by Esri (2024, 2029). © 2024 Esri

HIGHEST AND BEST USE

According to the *Dictionary of Real Estate Appraisal*, highest and best use is defined as: The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible and that results in the highest value. The four criteria the highest and best use must meet are physically possible, legally permissible, financially feasible and maximally productive. Alternatively, the probable use of land or improved property, specific with respect to the user and timing of the use, that is adequately supported and results in the highest present value.

Figure 18.1 Eight Steps of the Highest and Best Use Analysis Process

Step 1. Property productivity analysis	Analyze property productivity attributes (site, legal, and location) to eliminate uses and determine most probable uses	· Physical possibility · Legal permissibility
Step 2. Delineate the market **Step 3.** Demand analysis **Step 4.** Supply analysis **Step 5.** Residual demand analysis	Perform market studies to determine the economic demand and timing for probable alternative uses	Data required for analysis of financial feasibility
Step 6. Subject capture analysis	Perform marketability analysis	
Step 7. Financial analysis of alternative uses	Complete a financial analysis of alternative land uses to determine which use has the highest residual land value	Financial feasibility
Step 8. Highest and best use conclusions	Perform highest and best use reconciliation and draw conclusions: · Use · Timing · Market participants - Users of space - Most probable buyer type	Maximum productivity

Source: The Appraisal of Real Estate 15th Edition

When a site is improved, we must recognize that the highest and best use may differ from the existing use; however, the existing use will continue, unless and until, land value (at its highest and best use) exceeds the total value of the property in its present use. The definition of highest and best use recognizes the contribution of a specific use to the community or to individual property owners.

The determination of highest and best use results from the appraiser's judgment and analytical skill; i.e., determination of highest and best use is an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use is the premise upon which value is based. In the context of investment value, "most profitable use" is another alternative term but the degree of risk must be considered.

The highest and best use concept requires an analysis of the subject as if it were vacant and also as improved to determine if the land is more valuable as vacant than the property as improved. There are four criteria that must be met. The highest and best use must be 1) physically possible; 2) legally permissible; 3) financially feasible; and, 4) maximally productive. These criteria are generally considered sequentially and the analysis may indicate more than one use.

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Development of Highest and Best Use Opinion (Market Value Appraisals)

Process:	
Least Intensive	Inferred, based on readily observed evidence such as surrounding land uses, age and condition of existing improvements, and known market demand for property type*
	Application of four tests (physically possible, legally permissible, financially feasible, maximally productive) but based on readily observed evidence*
	Application of four tests (physically possible, legally permissible, financially feasible, maximally productive) with research into each factor, testing for feasibility
Most Intensive	Application of four tests (physically possible, legally permissible, financially feasible, maximally productive) with complete market analysis and feasibility study

* Extraordinary assumptions may need to be stated about information taken to be true when it is uncertain.

Source: Stephanie Coleman, *Scope of Work* (Chicago: Appraisal Institute)

Physically Possible

The subject site sizes vary. The sites are large enough for multiple types of development, have legal and physical access, they are level, and they have access to utilities. There are very few limitations of development purely from physical aspects.

Legally Permissible

As discussed earlier, the zoning differs between the properties. Both are currently owned by the City of Ocoee and the city would approve any buyer and any use. The city has intentions of keeping the properties community-minded. 1755 Adair St has a future land use of City Parks. 1701 Adair St would need to be changed to Recreational according to the city. With the future land uses, the Comprehensive Plan that requires a certain amount of space committed to community and recreational uses, and the city's intentions, the subject parcels would need to provide recreational or community uses even under private ownership.

Financially Feasible:

Guides to the financial feasibility of potential uses are both current and historical vacancy rates and rental rates, construction activity, and absorption rates of space in the market area. The demand drivers in this market are the major employers in this region, increasing population, and strong financial positioning of the area. Increasing home prices have potential home buyers renting or looking at smaller homes in the area. However, in this case, profitability is not a direct factor in the development of the sites. Since they are owned by the city, they could be developed for community needs or if in the hands of a private buyer, they could provide recreational or educational services.

Maximally Productive Use:

The fourth and last step in the highest and best use of the subject site is to conclude which of the legally permissible, physically possible and financially feasible uses would produce the highest present land value. With the zoning restrictions in place there would be limited possibilities, but similar sites in the area provide recreational or educational services.

Highest and Best Use Conclusion- As Vacant

Based on all the analysis above, the highest and best use of the subject property as recreational, community, and/or educational services.

Highest and Best Use – As Improved

1701 Adair St has a community center that used to be a church with offices and meeting areas, along with an industrial building with bathrooms that could be used for many purposes. There is also parking. These two buildings conform with the highest and best use of the property, have been maintained, and contribute to value. There is no surplus land and no demand for redevelopment. There is no immediate demand for renovation.

1755 Adair St has two baseball fields on it which would conform with the City Parks designation. The fields are usable and in working order.

Thus, the highest and best use as improved would be continued use.

VALUATION

Cost Approach – 1701 Adair St

This cost approach is only for 1701 Adair St. The industrial building is physically on 1701 Adair St but is the subject of a lease and tied to 1755 Adair St on public records. When sold, the building would become part of 1701 Adair St so that fee simple ownership is possible.

Like the sales comparison and income capitalization approaches, the cost approach to value is based on market comparisons. In the cost approach, the appraiser analyzes the cost of the subject improvements by comparison to the cost to develop similar or exact improvements as evidenced by the cost of construction of substitute properties with the same utility as the subject property. The estimate of cost is adjusted for market-extracted losses in value caused by the age, condition, and utility of the subject improvements or for location problems. Next, add the land value to the total. The sum of the value of the land and the improvements is adjusted for the property rights conveyed based on market comparisons.

The principle of substitution, the underlying rationale of this approach, holds that no prudent person will pay more for a property than the price of a site and the cost of constructing, without undue delay, an equally desirable and useful property.

In the cost approach, the following steps are typically employed:

1. Estimate the value of the site as though vacant and available to be developed to its highest and best use.
2. Determine which cost basis is most applicable to the assignment: reproduction cost or replacement cost.
3. Estimate the direct (hard) and indirect (soft) costs of the improvements as of the effective appraisal date.
4. Estimate the appropriate entrepreneurial incentive from analysis of the market.
5. Add the estimated direct costs, indirect costs, and entrepreneurial incentive to arrive at the total cost of the improvements.
6. Estimate the amount of depreciation in the structure and, if necessary, allocate it among the three major categories: physical deterioration, functional obsolescence, or external obsolescence
7. Deduct estimated depreciation from the total cost of the improvements to derive an estimate of their depreciated cost.
8. Estimate the contributory value of any site improvements not already considered.
9. Add site value to the total depreciated cost of all the improvements to develop the market value of the property.
10. Adjust the value conclusion if any personal property (e.g., furniture, fixtures, and equipment) or intangible assets are included in the appraisal assignment. If necessary, this value, which reflects the value of the fee simple interest, may be adjusted for the property interest being appraised to arrive at the indicated value of the specified interest in the property.

Comparable Sale Discussion

There are limited comparable sales for the subject. However, there are sufficient sales for completing a credible report.

Sale 1 is a recent sale of residential land within the City of Ocoee.

Sale 2 is a recent sale of residential land sold nearby.

Sale 3 is residential land that was bought for the purposes of developing an academy and thus the intended purpose of the purchase most aligns with the subject's highest and best use.

All sales were at market conditions with typical financing and in arm's length transactions. None of the sales were set for total commercial redevelopment.

Information and photos of the comparable sales follow.

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Land Sale No. 1



Property Identification

Record ID	80
Property Type	Residential, Residential
Property Name	Development LAnd
Address	38 E Silver Star Rd, Ocoee, Orange County, Florida 34761
Tax ID	18-22-28-0000-00-065, 18-22-28-0000-00-064,18-22-28-4100-00-020,18-22-28-4100-00-030
Latitude, Longitude	N28.575210, W-81.543010
MSA	Orlando-Kissimmee-Sanford
Market Type	Medium

Sale Data

Grantor	Margaret Colella Revocable Trust
Grantee	Empire Developers LLC
Sale Date	May 27, 2024
Deed Book/Page	20240309081
Property Rights	Fee Simple
Marketing Time	546
Conditions of Sale	Arm's Length
Financing	Cash
Sale History	Last transferred into a trust in 2021-22

Land Sale No. 1 (Cont.)

Sale Price	$850,000
Cash Equivalent	$850,000
Adjusted Price	$850,000

Land Data

Zoning	R-1AA
Topography	Mostly Flat
Utilities	On Site
Shape	Irregular
Landscaping	Wooded
Flood Info	X

Land Size Information

Gross Land Size	6.930 Acres or 301,871 SF

Indicators

Sale Price/Gross Acre	$122,655
Sale Price/Gross SF	$2.82

Remarks

These four properties transferred from the same seller to the same buyer on one deed. They are four contiguous lots within the Ocoee city limits. The buyer was a developer.

According to the MLS, "BEGIN DEVELOPING PARCES DIRECTLY ADJACENT TO FLOURISHING DOWNTOWN OCOEE! Four contiguous parcels totaling 6.52 acres available on, primarily, Silver Star Road, with adjoining areas along Rewis Street as well. Zoned R1-AA (low-density residential) and ready to develop MULTIPLE single-family homes. Property does not lie within Ocoee's overlay district (despite proximity). Nearly 300 feet of frontage on busy, Silver Star Road (15.5k vehicles per day, on average)."

Land Sale No. 2



Property Identification

Record ID	81
Property Type	Agricultural, Residential
Property Name	Development Land
Address	6324 Lakeville Rd, Orlando, Orange County, Florida 32818
Tax ID	35-21-28-0000-00-081
Latitude, Longitude	N28.625180, W-81.481140
MSA	Orlando-Kissimmee-Sanford
Market Type	Medium

Sale Data

Grantor	Randall and Elizabeth Randall
Grantee	Uruk Investment & General Trading LLC
Sale Date	August 18, 2023
Deed Book/Page	20230487138
Property Rights	Fee Simple
Marketing Time	578
Conditions of Sale	Arm's Length
Financing	Cash
Sale History	Last sold in 1999
Sale Price	$300,000
Cash Equivalent	$300,000
Adjusted Price	$300,000

Land Data

Zoning	A-1

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Land Sale No. 2 (Cont.)

Topography	Flat
Utilities	Available
Shape	Rectangular
Landscaping	Wooded
Flood Info	X

Land Size Information

Gross Land Size	2.640 Acres or 114,998 SF

Indicators

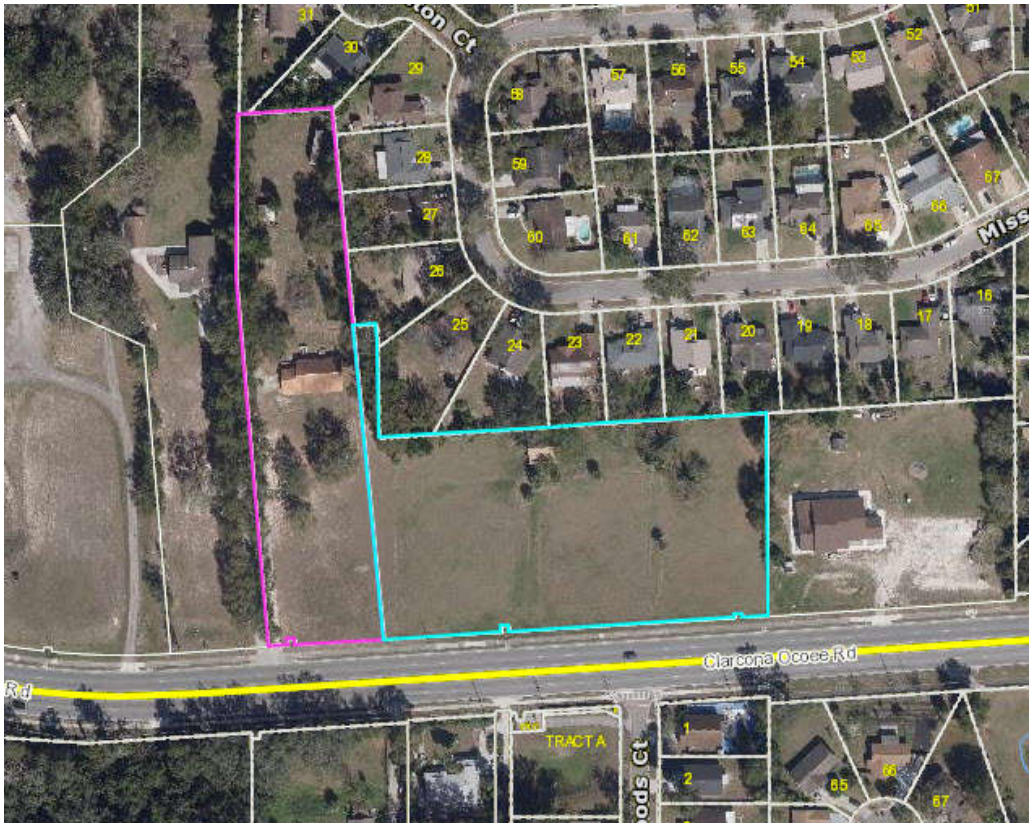
Sale Price/Gross Acre	$113,636
Sale Price/Gross SF	$2.61

Remarks

This property is a single residential lot surrounded by residential sites. The property is raw and wooded.

According to the MLS, "Great opportunity to own this nearly 2.5-acre wooded parcel and build, subdivide, or change to your preferred use; A-1 zoning currently. Wooded, high and dry, fronting Lakeville Road & so convenient to 429, FL Turnpike, 408, downtown Orlando, and more."

Land Sale No. 3



Property Identification

Record ID	79
Property Type	Residential
Property Name	Development Land
Address	6115 Clarcona Ocoee Rd, Orlando, Orange County, Orange County, Florida 32810
Tax ID	36-21-28-0000-00-097, 36-21-28-0000-00-040
Latitude, Longitude	N28.612126, W-81.465030
MSA	Orlando-Kissimmee-Sanford
Market Type	Medium

Sale Data

Grantor	Roger and Emily Kopas
Grantee	Saints Academy, Inc
Sale Date	October 14, 2022
Deed Book/Page	20220724132
Property Rights	Fee Simple
Marketing Time	362

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Land Sale No. 3 (Cont.)

Conditions of Sale	Arm's Length
Financing	Cash
Sale History	Last sold in 2014
Sale Price	$790,000
Cash Equivalent	$790,000
Adjusted Price	$790,000

Land Data

Zoning	A-1, Agricultural
Topography	Mostly Flat
Utilities	On Site
Shape	L Shaped
Landscaping	Partially Cleared
Fencing	None
Flood Info	X

Land Size Information

Gross Land Size	5.320 Acres or 231,739 SF

Indicators

Sale Price/Gross Acre	$148,496
Sale Price/Gross SF	$3.41

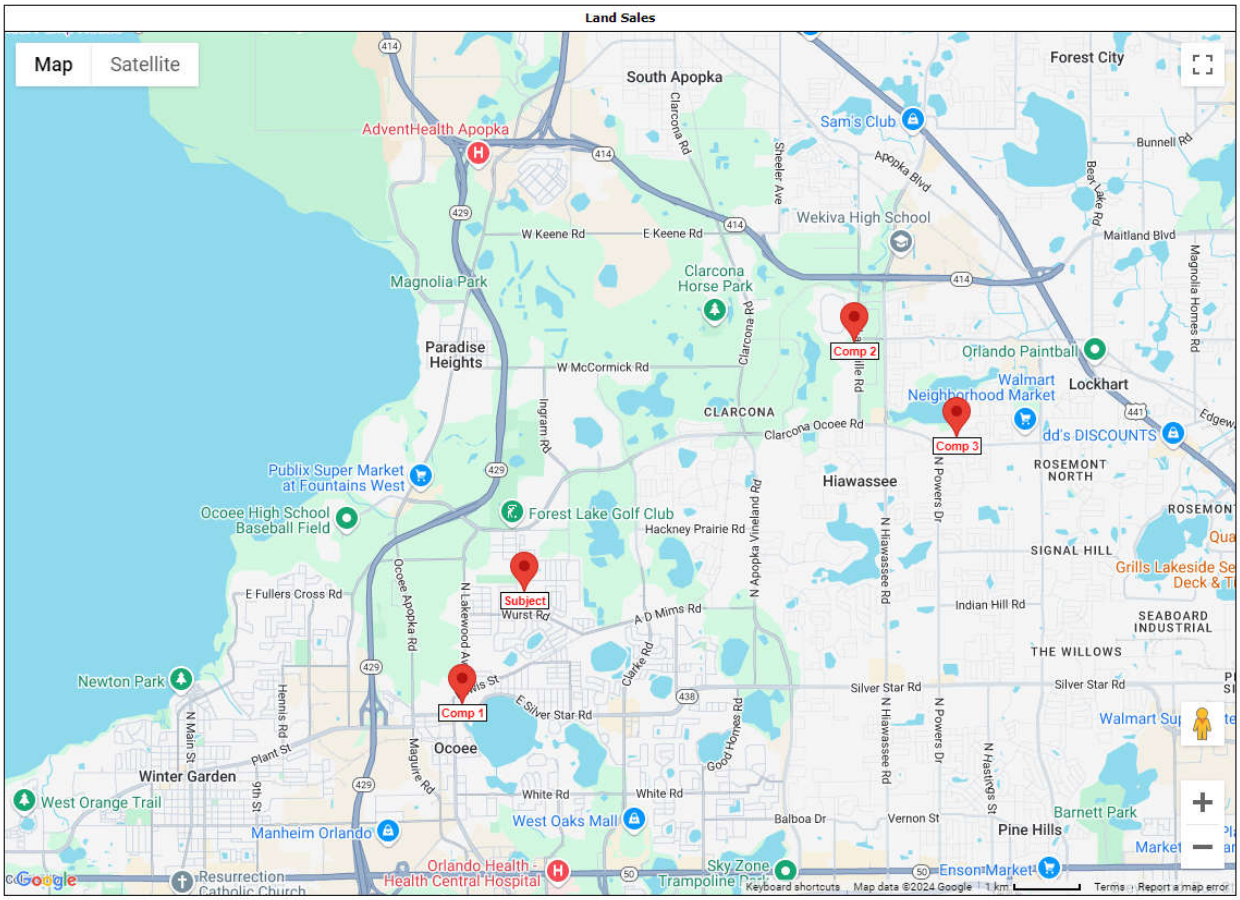
Remarks

This sale consisted of two properties from the same owner to the same buyer with one deed. The properties had older houses on them. The properties are surrounded by residential properties. The land was purchased to develop a school. The zoning as of purchase was agricultural which allows residential and some community-centric uses.

According to the MLS: "Price Improvements! Great potential on this 5+ Acres located on exploding West Orlando near Ocoee and Winter Garden. This land has great potential for developer to rezone for mix-use/residential subdivision/commercial. The parcel has an amazing 660+/- road frontage on Clarcona Ocoee that is major thoroughfare between Orlando and Winter Garden. There are new plazas and brand new subdivisions that are being built and planned within a quarter mile of this property. Major highways are close proximity to this land as well; HWY 429, HWY 408, and the turnpike."

Land Sales Summary and Adjustment Grid				
	Subject	Comp 1	Comp 2	Comp 3
Location:	1701 & 1755 Adair St	38 E Silver Star Rd	6324 Lakeville Rd	6115 Clarcona Ocoee Rd
O.R. Book/Page:		20240309081	20230487138	20220724132
Seller:		Margaret Colella Revocable Trust	Randall and Elizabeth Randall	Roger and Emily Kopas
Buyer:		Empire Developers LLC	Uruk Investment & General Trading LLC	Saints Academy, Inc
Date of Sale:		May, 2024	August, 2023	October, 2022
Sale Price:		$850,000	$300,000	$790,000
Adjusted Sale Price:		$850,000	$300,000	$790,000
Site Size (SF):	149,411	301,871	114,998	231,739
Site Size (Acres):	3.43	6.93	2.64	5.32
Unadjusted Price/Gross Acre:		$122,655	$113,637	$148,496
Adjustments				
Rights Transferred:		Fee simple	Fee simple	Fee simple
Financial Considerations:		Market	Market	Market
Conditions of Sale:		Arm's Length	Arm's Length	Arm's Length
Market Conditions - Time:		Stable	Stable	Stable
Time Adj. Cash Equiv. Price/Gross Acre:		$122,655	$113,637	$148,496
Location:	Average	Similar	Similar	Similar
Site Size (Gross Acres):	3.43	6.93	2.64	5.32
Zoning:	R-1/R-2, FLU is Recreational	R-1AA	A-1	A-1
Utilities:	All Available	Similar	Similar	Similar
Net Adjustments:		0%	0%	0%
Adjusted Price/Gross Acre:		$122,655	$113,637	$148,496

Land Sales Adjustment Grid



Land Comparables Map

Land Sales Analysis

The preceding sales were confirmed to offer the best indication of value of the subject site via the Sales Comparison Approach. A number of sales were examined, and in the final analysis they were narrowed to the three most comparable transactions.

Adjustments for time and price trends were considered, but with the market stable overall and the oldest sale slightly higher per acre than the newest sale, there is no demand for an adjustment. All of the transactions are relatively timely, taking place from October, 2022 to May, 2024.

There were no adjustments demanded for the subject's physical characteristics as they are all similar in location, size, utility, and zoning.

Sale 1 and Sale 3 demand all of the weight. The subject site is between Sale 1 and Sale 3's price per acre with both weighted equally, resulting in a value opinion of $135,000 per acre.

When applied to the subject this results in:

3.43 Acres of Land Area x $135,000/Acre = $463,000.

Land Value Opinion **Rd. $463,000**

Replacement Cost New

Cost New Estimate

The next step in the cost approach is to estimate the replacement cost new[1] (RCN) for the subject property. The RCN is comprised of three parts. Each of these three parts will be estimated for this section of the appraisal with each being drawn from the market.

1. Direct Costs,
2. Indirect Costs, and
3. Entrepreneurial Incentive

Direct and Indirect Costs

Cost new estimates were gathered from Marshall Valuation Service (MVS). There is a limited level of market construction and very limited survey data available. The detailed cost information is retained in my work file with the summary of the it is detailed in the table below for the subject property.

Entrepreneurial Incentive

Historical cost data from prior appraisal reports and surveys completed in this market are the basis for this third part of the cost matrix. Historically, the market requires a minimum 20% incentive to induce the construction of a property on the market. Actual returns, or entrepreneurial profit, will differ from the 20%. This is the reason this report reflects 20% for EI.

[1] A replacement cost estimate envisions constructing a structure of comparable utility, employing the design and materials that are currently used in the market. The current cost of a similar new item having the nearest equivalent utility as the item being appraised. The cost of replacing an asset with an equally satisfactory substitute asset normally derived from the current acquisition cost of a similar asset, new or used, or of an equivalent productive capacity or service potential. Replacement cost assumes the use of modern materials, techniques, and designs.

The results of the analysis is shown below, resulting in an approach total of $2,407,000.

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Property:	1701 Adair St
Marshall and Swift Date:	Nov-24
Marshall and Swift Category:	Section 16 Page 8 Class D Good

Area	Center
Area (SF)	5162
Rough Base Cost	$241.00
Height Multiplier	1.00
Current Multiplier	1.00
Local Multiplier	0.98
Perimeter	1.00
True Base Cost	$235.94
Sprinkler	$5.15
HVAC Adjustment	$0.00
Subtotal	$241.09

Area	Cost	With EI	Area	Cost New
Center	$241.09	$289.31	5162	$1,493,431.56
				$1,493,431.56
Entrepreneurial Incentive		20%		

Item	Cost	Count	Rough	With EI
Parking Lot	$3	42000	$126,000	$151,200

Area	Cost New	Effective Age	Economic Life	Depreciation
Center	$1,493,431.56	10	40	25.00%
Parking Lot	$151,200	5	15	33.33%

Property:	1701 Adair St
Marshall and Swift Date:	Nov-24
Marshall and Swift Category:	Section 14 Page 14 Class S Avg

Area	Building
Area (SF)	9600
Rough Base Cost	$66.00
Height Multiplier	1.15
Current Multiplier	1.00
Local Multiplier	0.96
Perimeter	0.97
True Base Cost	$70.82
Sprinkler	$0.00
Heating Cooling	$0.00
Subtotal	$70.82

Area	Cost	With EI	Area	Cost New
Building	$70.82	$84.99	9600	$815,890.27
				$815,890.27
Entrepreneurial Incentive		20%		

Item	Cost	Count	Rough	With EI
No Parking			$0	$0

Area	Cost New	Effective Age	Economic Life	Depreciation
Building	$815,890.27	4	35	11.43%

	Depreciation	Depreciated Cost
Center	$373,357.89	$1,120,000
Paving	$50,400.00	$100,800
Building	$93,244.60	$723,000
		$1,943,800
Land Value		$463,000
TOTAL		$2,407,000

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Sales Comparison Approach

The following steps describe the applied process of the Sales Comparison Approach:

- The market in which the subject property competes is investigated; comparable sales, contracts for sale, and current offerings are reviewed.
- The most pertinent data is further analyzed, and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is determined.
- Each comparable sale is analyzed and where appropriate, adjusted to equate with the subject property.
- The value indication of each comparable sale is analyzed, and the data is reconciled for a final indication of value via the Sales Comparison Approach.

Adjustment Process

I have researched and analyzed comparable sales in this approach, detailed on the following analysis grid. The comparable sales are analyzed and compared with the subject property. I have considered adjustments in the areas of:

*Property Rights Sold
*Financing
*Conditions of Sale
*Economic Trends (market conditions)
*Location
*Physical Characteristics

The degree of price variance caused by these elements was estimated using paired data sets where possible. Other adjustments were based on interviews with other local appraisers, developers, and brokers, the appraiser's experience with similar types of properties, and knowledge of the area. Following this summary discussion is a sales comparison grid displaying the subject property, the comparable sales, and the adjustments applied.

Comparative analysis is the process that employs either quantitative analysis or qualitative comparison analysis to derive a value indication. The two techniques may be used either separately or in combination. Direct comparison, trend analysis, or statistical and graphical analyses are the basis of the quantitative adjustments. Quantification helps analyze market evidence and identify how various factors affect property value.

Qualitative analysis considers value differences in elements of the properties not gathered from direct market comparison (matched paired analysis). My judgment weighs the qualitative adjustments in the analysis of quantitative data from the market. Qualitative analysis acknowledges the inefficiencies of real estate markets and the difficulty of precisely measuring the differences between properties that have sold and the subject of the appraisal. Qualitative adjustments contribute to the process by limiting the range of values and identifying a bracket in which the final value estimate should fall. Preparing an organized grid

work that includes both quantitative and qualitative adjustments can ensure that all elements of comparison are considered.

All comparable sales in this report sold at what is market value with typical financing terms, which resulted in cash to the seller at the time of the closing. As a result, no adjustments for price or concessions were required.

There were two parcels that need analysis in the sales comparison method – the parcel with the community center and industrial building, and the parcel with the ball fields.

1701 Adair St.

This parcel includes the community center, which used to be a church, and the industrial building. The industrial building is being used as a baseball training center, but could be used for many different things - a sanctuary, a meeting hall, a concert/event venue, or a meeting space. It is common for churches and community centers to host community and family events, so the space would be put to good use and is similar to other properties on the market. Based on form and function, the best comparables for this parcel are churches and community centers, which often serve both functions.

While the subject has an industrial-style building on it, it would not be comparable to most of the industrial-style properties on the market because industrial land is so valuable compared to residential land and most of those industrial comparables come with the ability to do industrial activities which is a major driver of their value. In this case, those uses would not apply.

Sale 1 is the most recent transaction. This property is a mixture of buildings like the subject and the most similar in overall appeal and finishes. The main sanctuary has been gutted so it is a mostly empty building like the industrial building and the rest of the properties are finished offices and churches like the subject.

Sale 2 is a church with multiple buildings that is in a residential area. The buildings were in typical, usable shape at sale. However, the site has some surplus land that the other sales and subject do not.

Sale 3 is the closest sale. It is just over in Winter Garden. It is an older church that has been renovated and there are multiple buildings on site. It was purchased as an investment property and the owners are letting the current tenants stay on for now so it is continuing as a church. This property is smaller with a higher FAR than the other sales.

The adjustment for Sale 3's FAR is based on qualitative analysis and brings it in line with Sale 1.

The adjustment for Sale 2's surplus land is based on the amount of land that does not support the highest and best use to the south.

Sale 1 demands all of the weight, which results in a market value of $162 per SF of rentable area for the subject.

All market evidence points towards a market value for the house of **$2,337,000** based on the tightly adjusted range with all comparable sales demanding weight.

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IMPROVED SALES SUMMARY TABLE

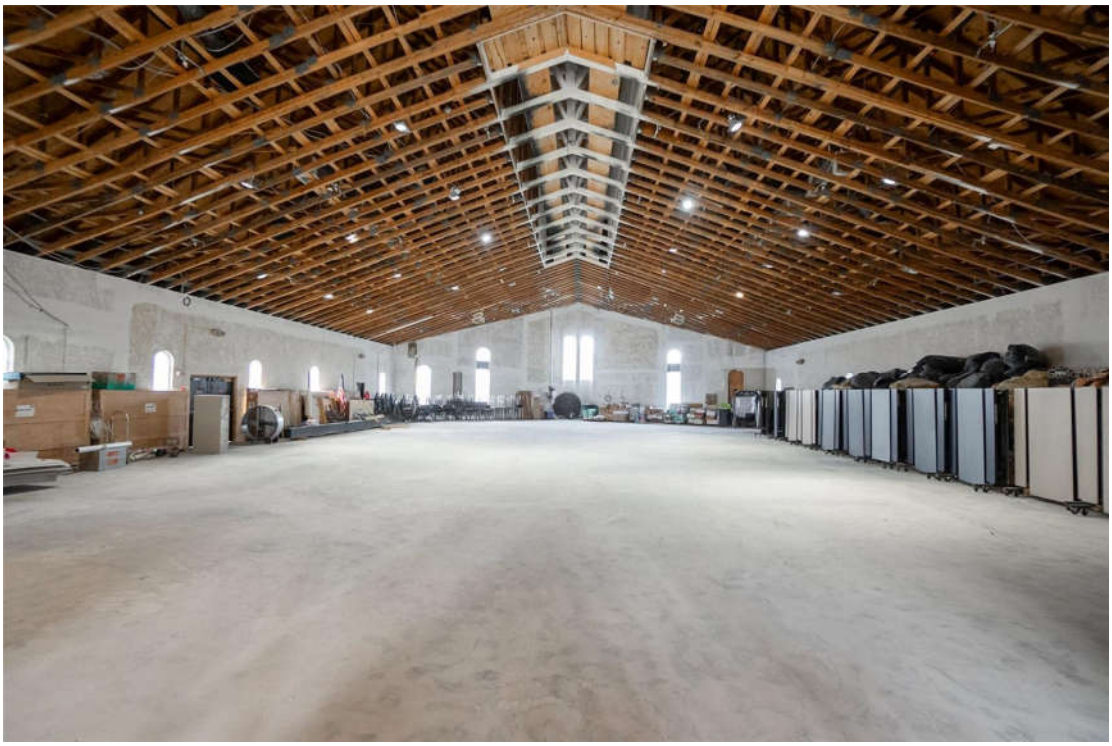
No.	Location	Sale Date	Price	Building Size (SF)	Price/ SF
1.	2275 Fortune Rd	08/07/2024	$4,700,000	28,924	$162.49
2.	1400 N Nowell St	10/30/2023	$2,000,000	17,249	$115.95
3.	820 S Park Ave	12/21/2022	$1,400,000	7,715	$181.46

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Improved Sale No. 1



Improved Sale No. 1 (Cont.)





Improved Sale No. 1 (Cont.)

Property Identification

Record ID	55
Property Type	Commercial, Religious
Property Name	Church/Community Center
Address	2275 Fortune Rd, Kissimmee, Osceola County, Florida 34744
Tax ID	182530000000520000
Latitude, Longitude	N28.305190, W-81.351640
MSA	Orlando-Kissimmee-Sanford
Market Type	Medium

Sale Data

Grantor	IGLESIA BAUTISTA CENTRAL DE KISSIMMEE INC
Grantee	IGLESIA EL CALVARIO ASSEMBLY OF GOD OF ORLANDO FLORIDA INC
Sale Date	August 07, 2024
Deed Book/Page	6649-0593
Property Rights	Fee Simple
Conditions of Sale	Fee Simple
Financing	Conventional
Sale History	Multiple Quitclaims to support sale
Sale Price	$4,700,000
Cash Equivalent	$4,700,000
Adjusted Price	$4,700,000

Land Data

Land Size	4.610 Acres or 200,812 SF
Topography	Mostly Flat
Utilities	On Site
Shape	Irregular
Flood Info	X

Indicators

Sale Price/ SF	$162.49
Floor Area Ratio	0.14
Land to Building Ratio	6.94:1

Remarks

This property was listed as an assembly building. There are multiple improvements on site totalling 28,924 SF. This property has multiple church/assembly buildings, a medical office, a school, and some modular buildings. The main sanctuary has been gutted and is ready for development or storage.

According to the MLS, " This property located in Kissimmee, Florida offers an excellent

opportunity where you can grow and meet the needs of the community as a Place of Worship, School or/and Community Outreach Center. The property features 200,812 sq ft on 4.61 acres fully fenced with 4 buildings, 2 large storage/maintenance units and 9 portables with access to a playground and an outside basketball court. Main Building has a spacious area in process of remodeling with the plans of a gymnasium/sanctuary which will have pullout bleachers for Sunday Service, Conferences, Games and Concerts. Building 2 you will find a Cafeteria/Gym and Kitchen lots of space for future use as classrooms or offices. Building 3 is currently a Medical Clinic for the community's needs. When ready site plans have been approved to build a two-story structure with infrastructure in place for a potential sanctuary, school or income producing property with an abundance of parking space and endless possibilities for growth and development. Overall property location is on a busy roadway in great location waiting for a buyer with a vision to expand providing multiply needs for a growing community."

Improved Sale No. 2



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Improved Sale No. 2 (Cont.)



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Improved Sale No. 2 (Cont.)



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Improved Sale No. 2 (Cont.)

Property Identification

Record ID	41
Property Type	Commercial, Church
Property Name	Church
Address	1400 N Nowell St, Orlando, Orange County, Orange County, Florida 32808
Tax ID	24-22-28-6264-08-010
Latitude, Longitude	N28.558960, W-81.463980
MSA	Orlando-Kissimmee-Sanford
Market Type	Medium

Sale Data

Grantor	Grace Alive Church Inc
Grantee	Iglesia El Taller Del Alfarero Inc
Sale Date	October 30, 2023
Deed Book/Page	20230637609
Property Rights	Fee Simple
Marketing Time	77
Conditions of Sale	Arm's Length
Financing	Conventional
Sale History	None in prior year
Sale Price	$2,000,000
Cash Equivalent	$2,000,000
Adjusted Price	$2,000,000

Land Data

Land Size	4.160 Acres or 181,210 SF
Zoning	R-1A, Residential
Topography	Flat
Utilities	On Site
Shape	Rectangular
Landscaping	Mostly Clear
Flood Info	X

General Physical Data

Building Name	Church
Building Type	Single Tenant
SF	17,249
Year Built	1957

Indicators

Sale Price/ SF	$115.95

Floor Area Ratio	0.10
Land to Building Ratio	10.51:1

Remarks

This is a church with a traditional sanctuary in a residential area. It is just north of W Colonial Dr just east of Orlando. The building is in average shape for its age and it was bought by another religious organization after typical market exposure. The property was updated in 2016.

According to CoStar: "Grace Alive Church, Inc. sold this 20,286 square foot speciality building to Iglesia El Taller Del Alfarero, Inc. for $2,000,000, or $98.59 per square foot. The property was on the market for 3 months, with an initial asking price of $2,000,000. All information in the comparable has been verified by the listing broker."

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Improved Sale No. 3





Improved Sale No. 3 (Cont.)



Property Identification

Record ID	56
Property Type	Commercial, Religious
Property Name	Church/Assembly
Address	820 S Park Ave, Winter Garden, Orange County, Winter Garden, Florida 34787
Tax ID	22-22-27-1084-01-190
Latitude, Longitude	N28.555030, W-81.592450
MSA	Orlando-Kissimmee-Sanford
Market Type	Medium

Sale Data

Grantor	New Chief Cornerstone Ministries Inc
Grantee	Secured Insurance Services Inc
Sale Date	December 21, 2022
Deed Book/Page	20230020110
Property Rights	Fee Simple
Marketing Time	158
Conditions of Sale	Fee Simple
Financing	Private
Sale History	Last sold in 2009
Sale Price	$1,400,000
Cash Equivalent	$1,400,000
Adjusted Price	$1,400,000

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Improved Sale No. 3 (Cont.)

Land Data

Land Size	0.840 Acres or 36,590 SF
Zoning	R-2
Topography	Mostly Flat
Utilities	On Site
Shape	Rectangular
Landscaping	Mostly Cleared
Flood Info	X

Indicators

Sale Price/ SF	$181.46
Floor Area Ratio	0.21
Land to Building Ratio	4.74:1

Remarks

This property is currently being used as a church. The property features two buildings on site that have been updated and maintained.

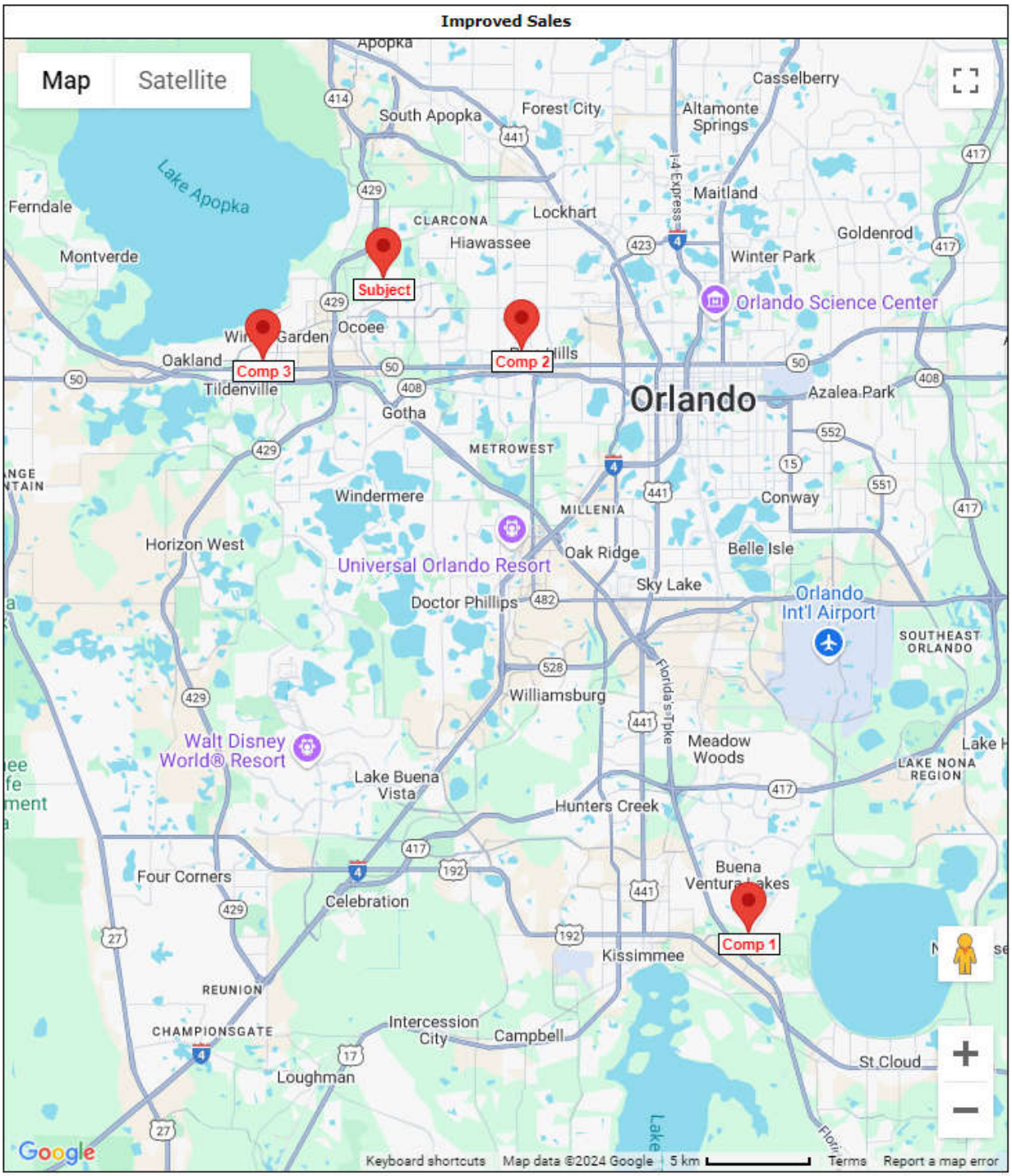
According to the MLS, "This is a highly sought-after opportunity to secure 5 lots currently zoned residential/commercial (mixed use) just minutes away from the City's Historic Downtown Walkable District. With zoning for mixed-use, you could take full advantage of this prime location and embark on a new development project or transform the existing use into your dream project. Renovation aspirations? Perfect...you could add your own style and flair to this gorgeous place of worship set up which is equipped with one building that seats 250 members, second building that seats 70 members, fellowship/banquet room, kitchen, 3 offices and gift shop. Convenience is absolutely guaranteed with such a central location. Imagine the development ROI! The property is walkable to Winter Garden's Interactive Fountain & Splashpad, Walker's Field, and bustling restaurants, shopping, the hotel, and theater."

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Improved Sales Summary and Adjustment Grid				
	Subject	Comp 1	Comp 2	Comp 3
Property Name:	Recreation Property	Church/Community Center	Church	Church/Assembly
Location:	1701 & 1755 Adair St	2275 Fortune Rd	1400 N Nowell St	820 S Park Ave
O.R. Book/Page:		6649-0593	20230637609	20230020110
Seller:		IGLESIA BAUTISTA CENTRAL DE	Grace Alive Church Inc	New Chief Cornerstone
Buyer:		IGLESIA EL CALVARIO ASSEMBLY OF GOD OF	Iglesia El Taller Del Alfarero Inc	Secured Insurance
Date of Sale:		August, 2024	October, 2023	December, 2022
Sale Price:		$4,700,000	$2,000,000	$1,400,000
Adjusted Sale Price:		$4,700,000	$2,000,000	$1,400,000
Building Size:		28,924	17,249	7,715
Unadjusted Price/SF:		$162	$116	$181
Adjustments				
Rights Transferred:		Fee simple	Fee simple	Fee simple
Financial Considerations:		Market	Market	Market
Conditions of Sale:		Arm's Length	Arm's Length	Arm's Length
Market Conditions - Time:		Stable	Stable	Stable
Time Adjusted				
Cash Equiv. Price/SF:		$162	$116	$181
Location:	Average	Similar	Similar	Similar
Building Size (SF):	14,426	28,924	17,249	7,715
				-10%
Year Built/Condition:	1987/2020	1983	1957	1955
	Good			
Acreage	3.43	4.61	4.15	0.84
			33%	
Floor Area Ratio:	0.11	0.14	0.1	0.21
Net Adjustments:		0%	33%	-10%
Adjusted Price/SF:		$162	$154	$163

Improved Sales Adjustment Grid

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Improved Comparables Map

1755 Adair St

There are very limited comparable sales for 1755 Adair St, so all of the available information is analyzed. The limitations of information on comparable sales is acknowledged. There are hardly any known sales of city parks for continuous use, but there were several ballfield comps found in a regional search of the southeast. In addition, there was a recent purchase of land for construction of a large baseball complex. This information is analyzed in this section. While limited, the information was consistent enough to provide a credible report. The subject as a baseball field would have a very limited market, especially with the City Parks zoning. Most developers would want to do something different with this parcel, as there is minimal income from city park style baseball fields on their own.

There were two comparable baseball field sales found. These sales were found in a regional search of the southeast.

First is a sale in Mint Hill, NC. Mint Hill is a suburb just outside of Charlotte, NC, making the location similar. A local church sold their baseball fields to a baseball academy. The community focus and involvement of a baseball academy make this sale particularly relevant. As seen in the image below, this property has two full ballfields and two junior ballfields, along with a smaller practice area. While this property is 20 acres, some of the site is wooded and not developed or used. This site has parking and is set back off the road like the subject. There are no substantial buildings on site. This property would be similar to the subject, so its $337,500 per full ballfield would be similar to the subject.



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Mecklenburg County ~ Property Record Card Property Search

Results | 5715 wilgrove | All | (0) | Print

PARCEL ID: 13704147

5715 WILGROVE-MINT HILL RD MINT HILL NC

SBA BASEBALL COMPLEX LLC
12857 E INDEPENDENCE BV
MATTHEWS NC 28105

Total Appraised Value
$1,050,400





Land | Building | Features | Value Changes | More | Tax Bill | NBH | Pictometry | Community | More

KEY INFORMATION

Land Use Code	**R120**	Neighborhood	**N701**
Land Use Desc	**SINGLE FAMILY RESIDENTIAL - ACREAGE**	Land	**20.11000 ACRE**
Exemption / Deferment	**RELIGIOUS**	Municipality	**MINT HILL**
Last Sale Date	**05/28/2024**	Fire District	**MINT HILL**
Last Sale Price	**$1,350,000**	Special District	**FIRE SERVICE F**
Legal Description	**NA**		

ASSESSMENT DETAILS

2024 Real Estate Assessed Value	
Land Value	**$1,013,500**
Building Value	**$0**
Features	**$36,900**
Total	**$1,050,400**

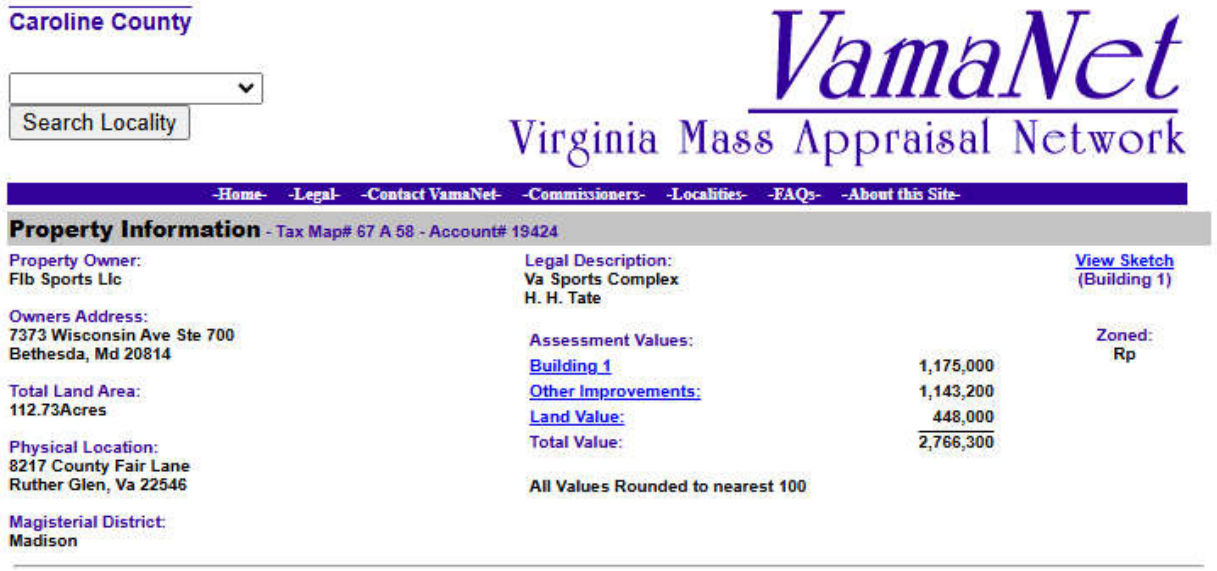
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FEATURES

YEAR BUILT	TYPE	QUANTITY	UNITS	VALUE
1991	DUGOUT	6	1	$1,100
1995	DECK	1	1080	$2,800
1995	PUMP HOUSE	1	64	$200
1995	RESTROOM	1	300	$14,400
1995	SHED	1	400	$1,700
1999	SHELTER	1	2500	$3,500
2003	MEZZANINE	1	400	$6,000
2003	SHELTER	1	357	$900
2003	SHELTER	1	1700	$4,100
2003	STORAGE	1	300	$2,200



In 2022, there was a sale of a baseball complex in Ruther Glen, VA, a suburb of Richmond, VA. This property had four full baseball fields and four junior fields. According to the public records and marketing materials, there was a 40,000 SF building on site that was used for recreational purposes. According to the tax card, the building was about 42% of the total value, which in a $3,000,000 sale would put it at $1,260,000. At ~$31/sf for the depreciated cost of the building itself, that makes sense for a 20 year old building. The subject cost new was about $71/sf and that figure depreciated based on age would be about $30/sf. These cost figures are accepted and the building as backed out at $1,260,000, leaving $1,740,000 contribution from the eight ballfields, or $217,500 per ballfield. This location is more rural than the subject and the North Carolina property analyzed, and there are more ballfields included, so this figure would be on the low end for the subject.



Caroline County

Search Locality

VamaNet
Virginia Mass Appraisal Network

-Home- -Legal- -Contact VamaNet- -Commissioners- -Localities- -FAQs- -About this Site-

Property Information - Tax Map# 67 A 58 - Account# 19424

Property Owner:
Flb Sports Llc

Owners Address:
7373 Wisconsin Ave Ste 700
Bethesda, Md 20814

Total Land Area:
112.73Acres

Physical Location:
8217 County Fair Lane
Ruther Glen, Va 22546

Magisterial District:
Madison

Legal Description:
Va Sports Complex
H. H. Tate

Assessment Values:

Building 1	1,175,000
Other Improvements:	1,143,200
Land Value:	448,000
Total Value:	2,766,300

All Values Rounded to nearest 100

View Sketch (Building 1)

Zoned:
Rp



Caroline County

Search Locality

VamaNet
Virginia Mass Appraisal Network

-Home- -Legal- -Contact VamaNet- -Commissioners- -Localities- -FAQs- -About this Site-

Sales Information - Tax Map# 67 A 58

Name	Sales Date	Sales Price	Instrument	Grantor
Flb Sports Llc	6/16/2022	$3,000,000	Deed: 1503 / 60	Vsc Associates Llc
Transaction History:				
Vsc Associates Llc	2/27/2012	$2,200,000	Deed: 1083 / 111	Hat Llc
Hat Llc	4/22/2003	$159,950	Deed: 625 / 155	Tate Ann H Trustee
Tate Ann H Trustee	8/20/2002	Not On File	Will: 64 / 454	Tate J R &/or Ann H Trustees
Tate J R &/or Ann H Trustees	2/18/1998	Not On File	Deed: 486 / 67	Not On File
Tate James R & Ann H	Not On File	Not On File	Not On File	Not On File

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Caroline County

Search Locality

VamaNet
Virginia Mass Appraisal Network

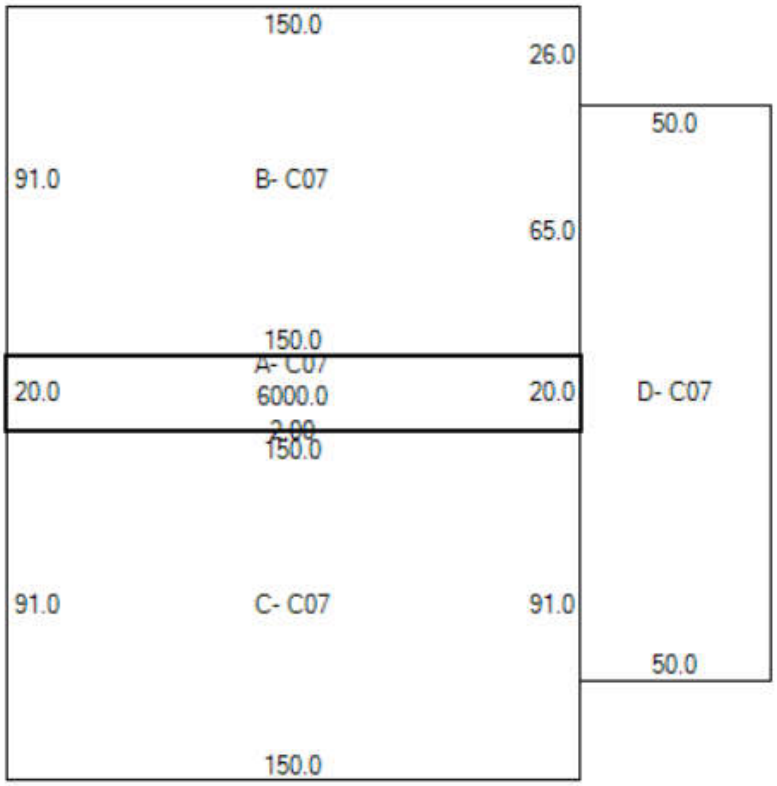
-Home- -Legal- -Contact VamaNet- -Commissioners- -Localities- -FAQs- -About this Site-

Sketch Index
Map No. 67 A 58
Building 1

Sect	Type	Stories	SqFt
A	Unheated Metal Bldg	2.00	6000
B	Unheated Metal Bldg	1.00	13650
C	Unheated Metal Bldg	1.00	13650
D	Unheated Metal Bldg	1.00	7500

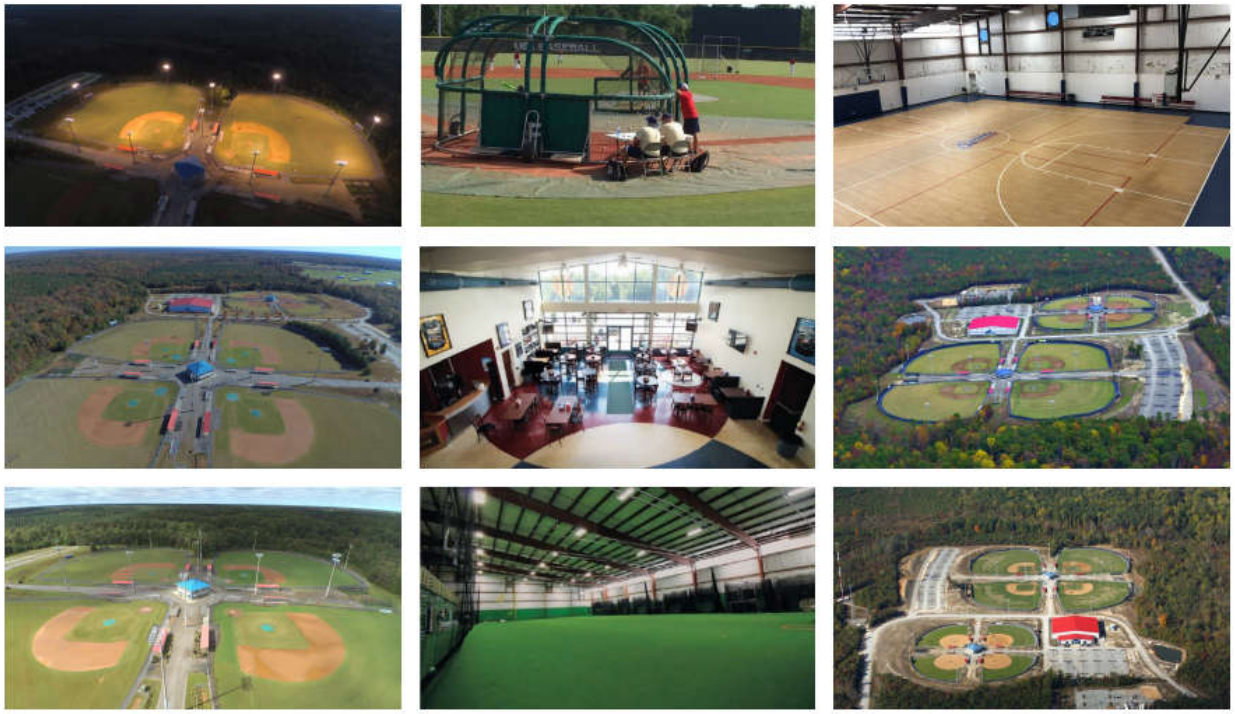
This Sketch only represents the Exterior of the Structure and does not contain any Internal structural details.

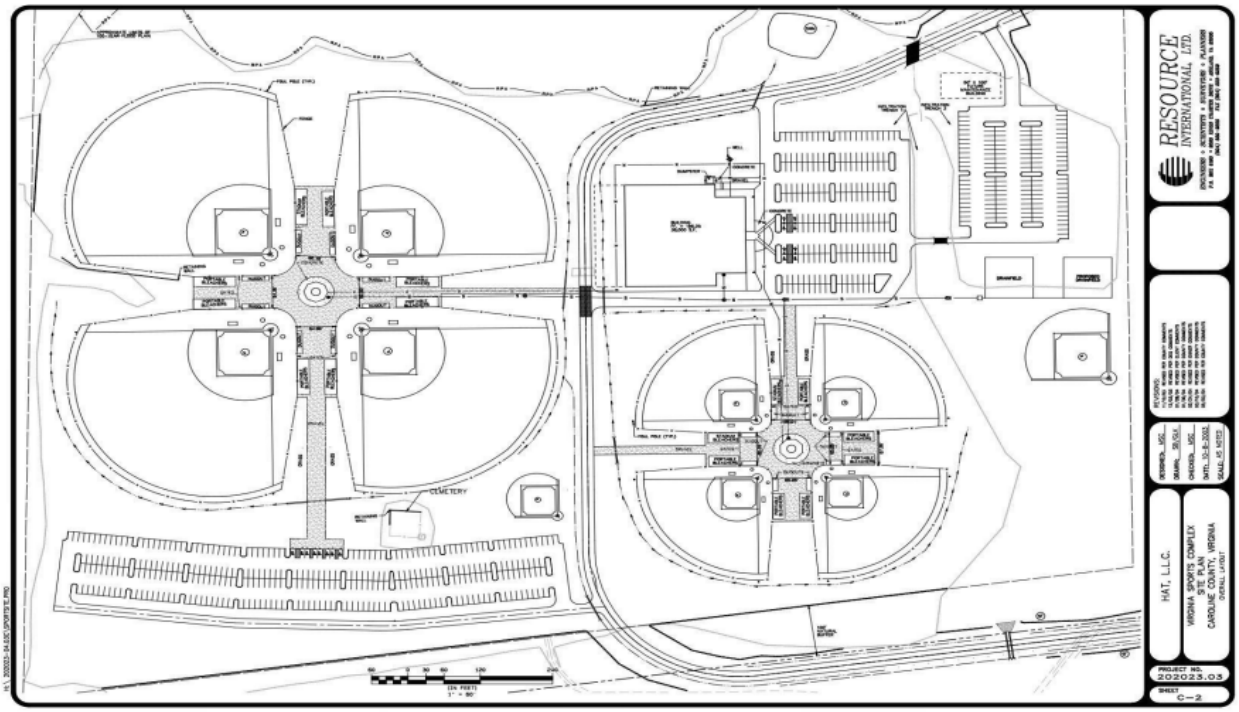
Click the image for actual size view.



-Property Information- -Sales Information-

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The above-described sales can be summarized thusly:

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	SUBJECT	SALE 1	SALE 2
	1755 Adair St	5715 Wilgrove-Mint Hill Rd	8217 County Fair Lane
	Ocoee, FL	Mint Hill, NC	Ruther Glen, Va
Built	2003-2010	1990s	2005
Full Fields	2	2	4
Junior Fields	0	2	4
Total Fields	2	4	8
Sales Date	NA	5/28/2024	6/16/2022
Sales Price	NA	$1,350,000	$3,000,000
Significant Building	NA	None	$1,260,000
Remainder	NA	$1,350,000	$1,740,000
$/Ballfield	NA	**$337,500**	**$217,500**

Sale 1 is the best sale and captures the marketability and value of the subject the best despite a regional search. The subject would be similar in value per ballfield at $337,500 a field. When applied to the subject, this results in a market value of $675,000. That equates to $74k per improved acre for the subject. Again, the limited comparable sales are acknowledged, but these are the limited recent sales. It is appropriate to conduct a regional search as an investor looking for similar properties would look regionally for a place to set up a baseball academy. Most local comparable sales are all sales to developers, but in this case, the future land use is City Parks and there is not much space for further development of this parcel, nor is there much income directly from the ball fields themselves.

One test of reasonableness is comparison to a recent sale in the area. While much larger, there was a recent purchase of land for development of a baseball complex nearby. Chevron Land and Development Co sold 95 acres of land to a developer for development of a baseball complex with over a dozen fields, hotels, meeting centers, and training centers aimed at travel baseball teams. This sale was for $4.2 million, or ~$44k per acre. This is one indication of an investor's purchase price of land for baseball themed development. The subject's improved value of $74k per acre is significantly higher than the other purchase between two market participants and shows that the improvements would contribute to value.

All attempts were made to find more data and more local data, but in this situation, the subject would not be available to general commercial development, and thus the market activity is extremely limited.

$337,500 x 2 Ballfields = $675,000.

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Summary and Reconciliation

The cost approach is applicable and completed for 1701 Adair St. The subject is zoned residential and there were some comparable sales of properties built for competing uses. The improvements were in good shape and custom built, so the cost approach best describes the exact subject property for 1701 Adair St. For 1755 Adair St there are no competing sales of city parks lands as municipalities usually have to buy and sell at market value for other purposes. There is no direct marketability of the land at 1755 Adair St since it would be for purely recreational purposes and the zoning would not change.

The sales comparison approach is applied to both addresses. There were sufficient comparable sales of each property type to determine the value from market actions. The sales comparison approach best emulates the actions of buyers and sellers based on direct evidence from the market. This approach is applicable and completed.

The income approach is not applicable nor completed as the subject is not typical of rental properties in the market. Most assembly-type properties are owner-occupied and there is not enough data to derive market rents or cap rates.

After careful consideration of the approaches and the available data, the cost and sales comparison approaches demand equal weight for 1701 Adair St. For 1755 Adair St, the sales comparison approach is the only approach and is the final indicator of value.

Due to USPAP protocols and accepted appraisal practices, while the properties might be inter-related to the buyer, they have different highest and best uses, and as such, are valued separately.

The most likely buyer for the subject properties would be a municipality or a community-oriented group such as a school, charity, or social/religious organization. Marketing and exposure time would be at least a year.

SUMMARY OF VALUES		
	1701 Adair St	**1755 Adair St**
Sales Comparison Approach	$2,337,000	$675,000
Cost Approach	$2,407,000	NA
Reconciled Value	**$2,372,000**	**$675,000**

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Definitions

Appraisal

(noun) The act or process of developing an opinion of value; an opinion of value. (adjective) of or pertaining to appraising and related functions such as appraisal practice or appraisal services.

Comment: an appraisal must be numerically expressed as a specific amount, as a range of numbers, or as a relationship (e.g., not more than, not less than) to a previous value opinion or numerical benchmark (e.g., assessed value, collateral value).

Assignment

A valuation service that is provided by an appraiser as a consequence of an agreement with the client.

Assignment Conditions

Assumptions, extraordinary assumptions, hypothetical conditions, laws and regulations, jurisdictional exceptions, and other conditions that affect the scope of work.

Comment: Laws include constitutions, legislative and court-made law, administrative rules, and ordinances. Regulations include rules or orders, having legal force, issued by an administrative agency.

Client

The party or parties who engage, by employment or contract, an appraiser and a specific assignment.

Comment: client may be an individual, group or entity, and may engage and communicate with the appraiser directly or through an agent.

Exposure Time

The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market.

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Extraordinary Assumption

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis.

Hypothetical Condition

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

Intended Use

The use(s) of an appraiser's reported appraisal or appraisal review assignment results, as identified by the appraiser based on communication with the client at the time of the assignment.

Intended User

The client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser, based on communication with the client at the time of the assignment.

Jurisdictional Exception

An assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP[1]. The Appraisal Foundation's Appraisal Standards Board announced that the current edition of USPAP will be extended by another year and will now be effective until Dec. 31, 2023.

Marketing Time

The reasonable marketing time is an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value or at a benchmark price during the period immediately after the effective date of an appraisal.

[1]USPAP 2020-2021

Addenda

Florida, AC +/-



Seth Shore
7919 Winter Wren St

The information contained herein was obtained from sources deemed to be reliable. Land id™ Services makes no warranties or guarantees as to the completeness or accuracy thereof.

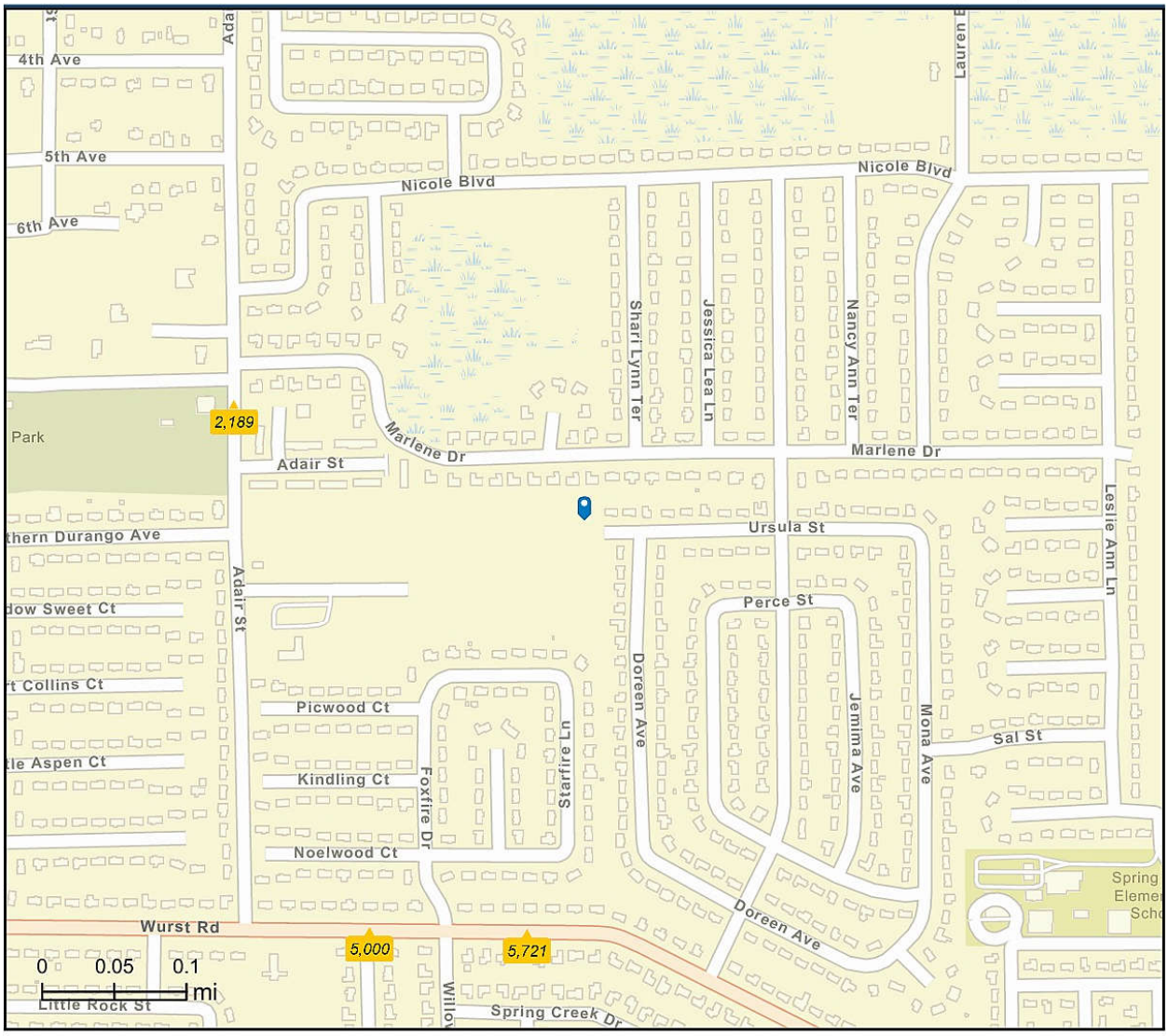
Aerial Map

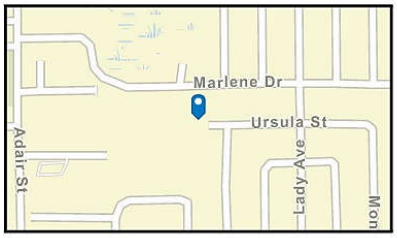
esri
THE SCIENCE OF WHERE

Traffic Count Map - Close Up

1755 Adair St, Ocoee, Florida, 34761
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 28.59166
Longitude: -81.53040





Average Daily Traffic Volume
- ***Up to 6,000 vehicles per day***
- ***6,001 - 15,000***
- ***15,001 - 30,000***
- ***30,001 - 50,000***
- ***50,001 - 100,000***
- ***More than 100,000 per day***

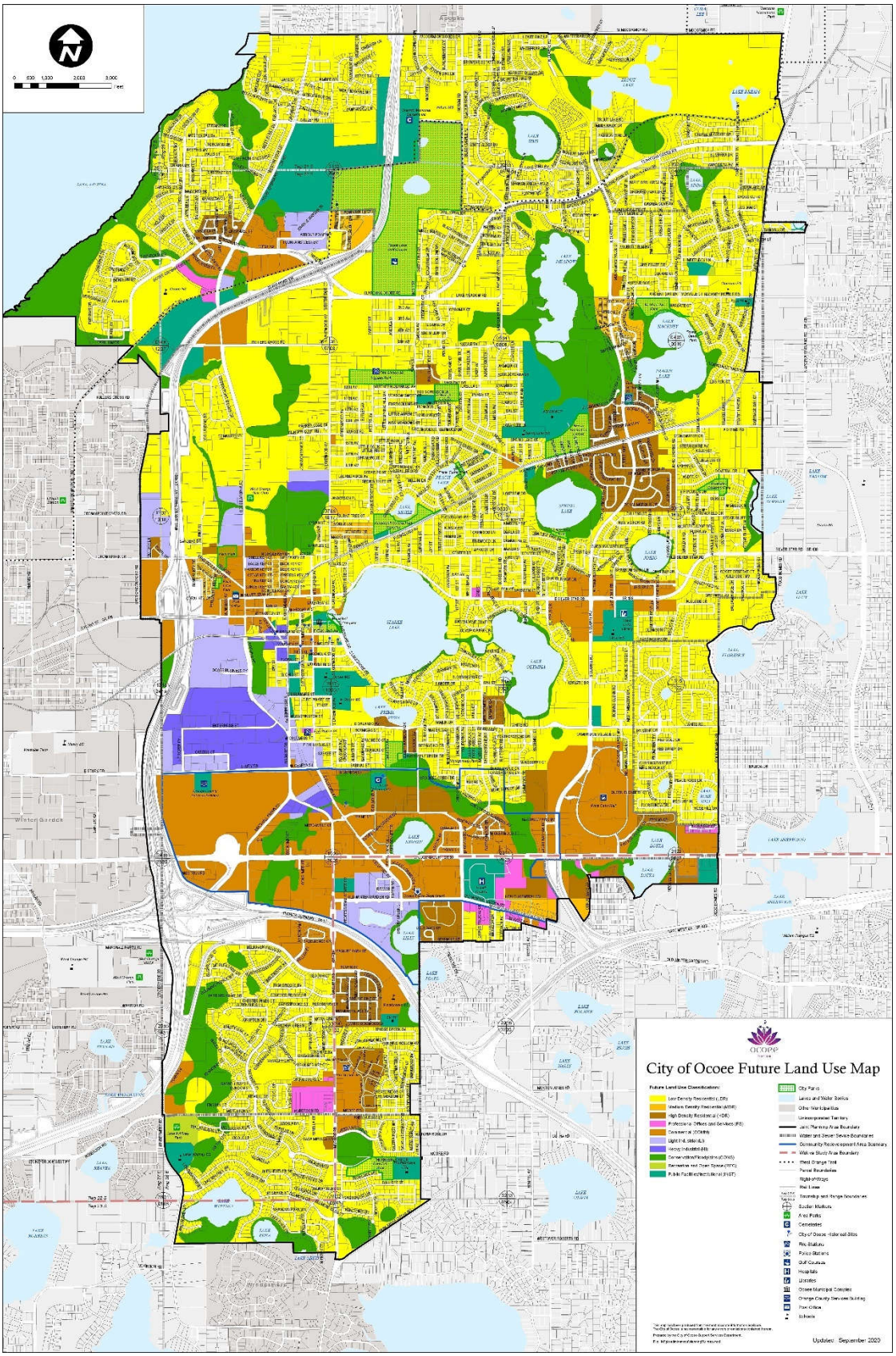


Source: ©2024 Kalibrate Technologies (Q2 2024).

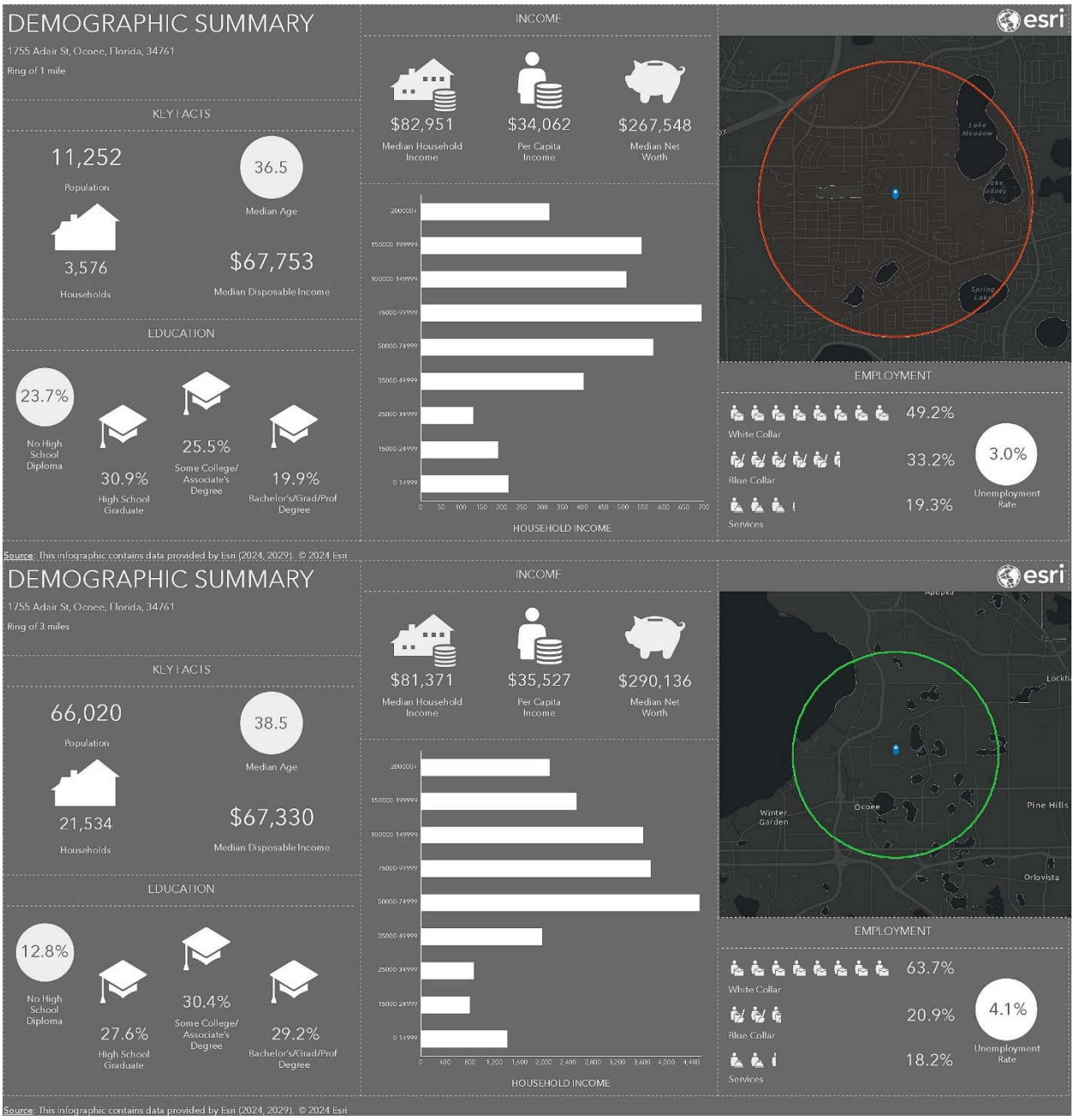
October 30, 2024

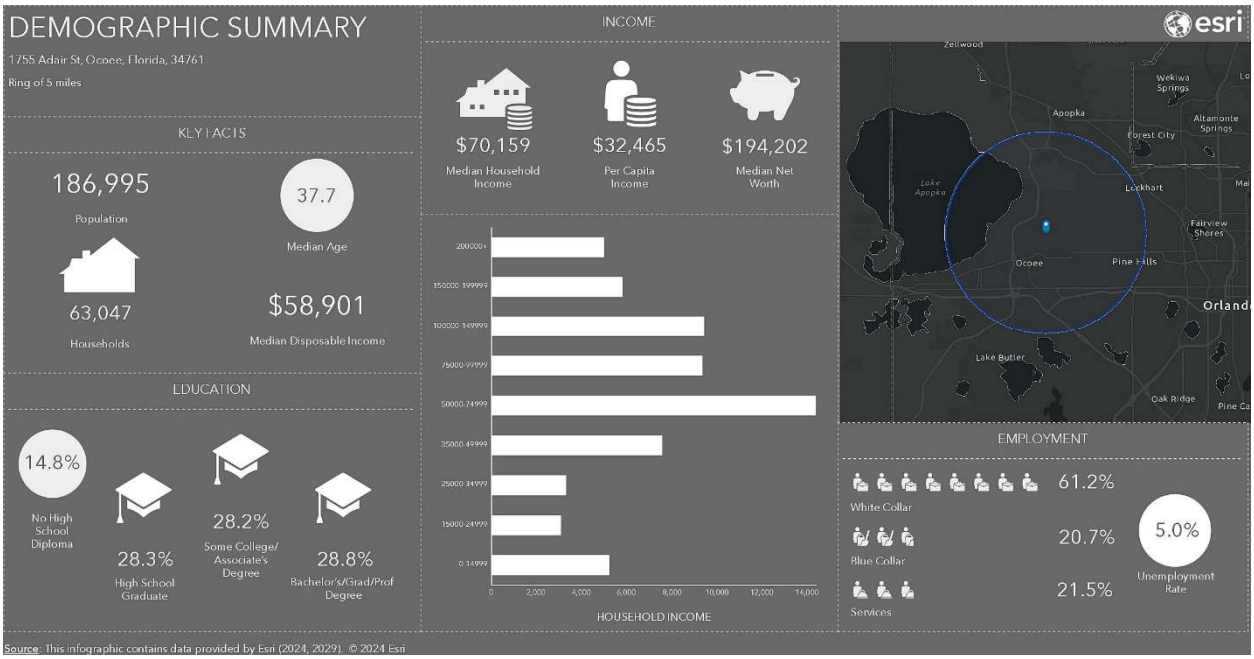
©2024 Esri

Traffic Map



Zoning Map


DEMOGRAPHIC SUMMARY
1755 Adair St, Ocoee, Florida, 34761
Ring of 1 mile
KEY FACTS
11,252
Population
36.5
Median Age
3,576
Households
$67,753
Median Disposable Income
EDUCATION
23.7%
No High School Diploma
30.9%
High School Graduate
25.5%
Some College/ Associate's Degree
19.9%
Bachelor's/Grad/Prof Degree
INCOME
$82,951
Median Household Income
$34,062
Per Capita Income
$267,548
Median Net Worth
HOUSEHOLD INCOME
EMPLOYMENT
49.2%
White Collar
33.2%
Blue Collar
19.3%
Services
3.0%
Unemployment Rate
esri
Source: This infographic contains data provided by Esri (2024, 2029). © 2024 Esri
DEMOGRAPHIC SUMMARY
1755 Adair St, Ocoee, Florida, 34761
Ring of 3 miles
KEY FACTS
66,020
Population
38.5
Median Age
21,534
Households
$67,330
Median Disposable Income
EDUCATION
12.8%
No High School Diploma
27.6%
High School Graduate
30.4%
Some College/ Associate's Degree
29.2%
Bachelor's/Grad/Prof Degree
INCOME
$81,371
Median Household Income
$35,527
Per Capita Income
$290,136
Median Net Worth
HOUSEHOLD INCOME
EMPLOYMENT
63.7%
White Collar
20.9%
Blue Collar
18.2%
Services
4.1%
Unemployment Rate
esri
Winter Garden
Ocoee
Pine Hills
Orlovista
Source: This infographic contains data provided by Esri (2024, 2029). © 2024 Esri


DEMOGRAPHIC SUMMARY
1755 Adair St, Ocoee, Florida, 34761
Ring of 5 miles
KEY FACTS
186,995
Population
37.7
Median Age
63,047
Households
$58,901
Median Disposable Income
EDUCATION
14.8%
No High School Diploma
28.3%
High School Graduate
28.2%
Some College/ Associate's Degree
28.8%
Bachelor's/Grad/Prof Degree
INCOME
$70,159
Median Household Income
$32,465
Per Capita Income
$194,202
Median Net Worth
200000+
150000-199999
100000-149999
75000-99999
50000-74999
35000-49999
25000-34999
15000-24999
0-14999
0
2,000
4,000
6,000
8,000
10,000
12,000
14,000
HOUSEHOLD INCOME
esri
Zellwood
Wekiwa Springs
Apopka
Altamonte Springs
Forest City
Lake Apopka
Lockhart
Fairview Shores
Ocoee
Pine Hills
Orland
Lake Butler
Oak Ridge
EMPLOYMENT
61.2%
White Collar
20.7%
Blue Collar
21.5%
Services
5.0%
Unemployment Rate
Source: This infographic contains data provided by Esri (2024, 2029). © 2024 Esri

Statistics

Florida, AC +/-



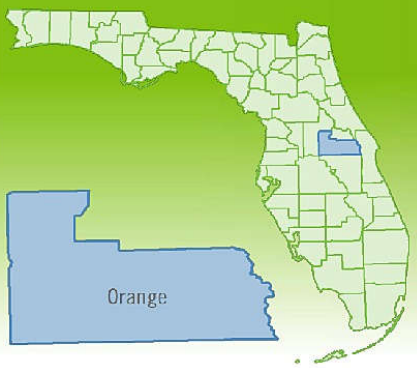
Seth Shore
7919 Winter Wren St

The information contained herein was obtained from sources deemed to be reliable.
Land id™ Services makes no warranties or guarantees as to the completeness or accuracy thereof.

Flood Map

Quarterly Market Summary - Q3 2024
Single-Family Homes
Orange County

FloridaRealtors®
The Voice for Real Estate® in Florida



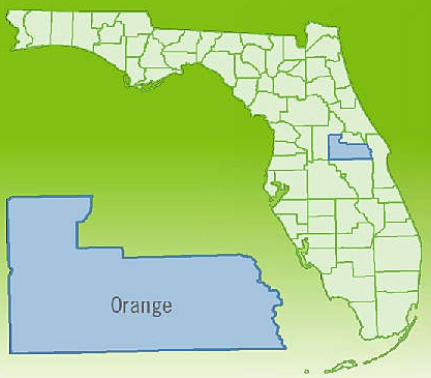
	Q3 2024	Q3 2023	Percent Change Year-over-Year
Closed Sales	3,107	3,069	1.2%
Paid in Cash	662	768	-13.8%
Median Sale Price	$484,950	$480,000	1.0%
Average Sale Price	$630,952	$611,712	3.1%
Dollar Volume	$2.0 Billion	$1.9 Billion	4.4%
Med. Pct. of Orig. List Price Received	97.1%	98.6%	-1.5%
Median Time to Contract	25 Days	15 Days	66.7%
Median Time to Sale	66 Days	55 Days	20.0%
New Pending Sales	3,094	3,088	0.2%
New Listings	4,088	3,783	8.1%
Pending Inventory	1,320	1,413	-6.6%
Inventory (Active Listings)	3,213	2,103	52.8%
Months Supply of Inventory	3.2	2.1	52.4%



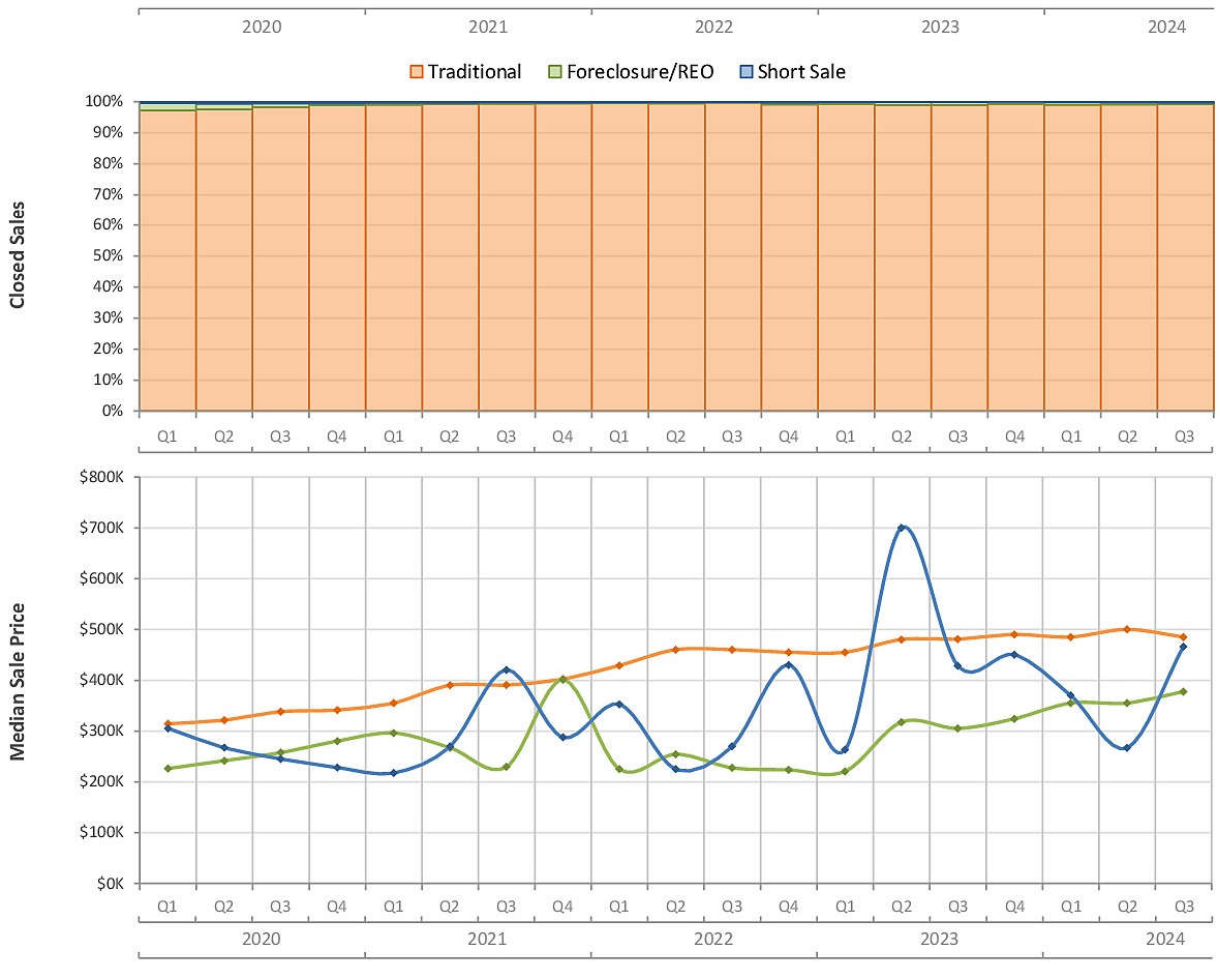
Produced by Florida REALTORS® with data provided by Florida's multiple listing services. Statistics for each month compiled from MLS feeds on the 15th day of the following month.
Data released on Wednesday, October 23, 2024. Next data release is TBD.

Quarterly Distressed Market - Q3 2024
Single-Family Homes
Orange County

FloridaRealtors®
The Voice for Real Estate® in Florida



		Q3 2024	Q3 2023	Percent Change Year-over-Year
Traditional	Closed Sales	3,083	3,038	1.5%
	Median Sale Price	$485,000	$481,000	0.8%
Foreclosure/REO	Closed Sales	14	27	-48.1%
	Median Sale Price	$377,500	$305,000	23.8%
Short Sale	Closed Sales	10	4	150.0%
	Median Sale Price	$466,222	$428,500	8.8%



Produced by Florida REALTORS® with data provided by Florida's multiple listing services. Statistics for each month compiled from MLS feeds on the 15th day of the following month.
Data released on Wednesday, October 23, 2024. Next data release is TBD.

Property Record - 08-22-28-0000-00-041

Orange County Property Appraiser • http://www.ocpafl.org

Property Summary as of 10/25/2024

Property Name
Ocoee Ison Center

Names
City Of Ocoee

Municipality
OCO - Ocoee

Property Use
8900 - Municipal (Other)

Mailing Address
1 N Bluford Ave
Ocoee, FL 34761-2202

Physical Address
1701 Adair St
Ocoee, FL 34761

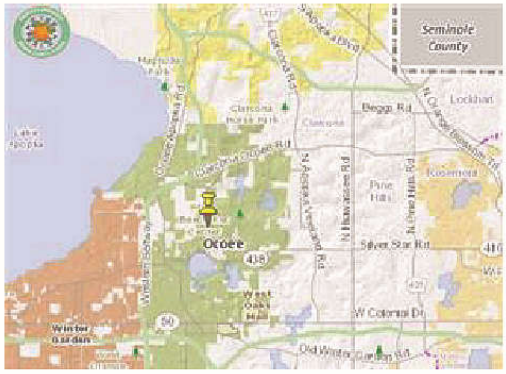
QR Code **For Mobile Phone**


1701 ADAIR ST, OCOEE, FL 34761 1/13/2021 8:54 AM


1701 ADAIR ST, OCOEE, FL 34761 1/13/2021 9:02 AM


1701 ADAIR ST 01/15/2014


282208000000041 04/26/2006





Value and Taxes

Historical Value and Tax Benefits

Tax Year Values		Land		Building(s)		Feature(s)	Market Value	Assessed Value
2024	W MKT	$343,000	+	$343,263	+	$91,940	=$778,203 (-3.2%)	**$778,203** (-1.3%)
2023	✓ MKT	$343,000	+	$393,048	+	$67,940	=$803,988 (12%)	**$788,322** (10%)
2022	✓ MKT	$264,110	+	$384,606	+	$67,940	=$716,656 (15%)	**$716,656** (15%)
2021	✓ MKT	$240,100	+	$316,312	+	$67,940	=$624,352	**$624,352**

Tax Year Benefits		Other Exemptions	Tax Savings
2024	W $	$778,203	**$12,765**
2023	✓ $	$788,322	**$13,153**
2022	✓ $	$716,656	**$11,767**
2021	✓ $	$624,352	**$10,499**

2024 Taxable Value and Estimate of Proposed Taxes

Taxing Authority	Assd Value	Exemption	Tax Value	Millage Rate	Taxes	%
Public Schools: By State Law (Rle)	$778,203	$778,203	$0	3.2160 (1.36%)	**$0.00**	0 %
Public Schools: By Local Board	$778,203	$778,203	$0	3.2480 (0.00%)	**$0.00**	0 %
Orange County (General)	$778,203	$778,203	$0	4.4347 (0.00%)	**$0.00**	0 %
City Of Ocoee	$778,203	$778,203	$0	4.9500 (0.00%)	**$0.00**	0 %
Library - Operating Budget	$778,203	$778,203	$0	0.3748 (0.00%)	**$0.00**	0 %
St Johns Water Management District	$778,203	$778,203	$0	0.1793 (0.00%)	**$0.00**	0 %
				16.4028	**$0.00**	

2024 Non-Ad Valorem Assessments

Levying Authority	Assessment Description	Units	Rate	Assessment

There are no Non-Ad Valorem Assessments

Property Features

Property Description

BEG 355.2 FT S OF NW COR OF SW1/4 OF NE1/4 RUN S 265.2 FT E 590.4 FT N 265.2 FT W 590.4 FT TO POB IN SEC 08-22-28 SUBJECT TO R/W ON W (LESS IMP 2)

Total Land Area

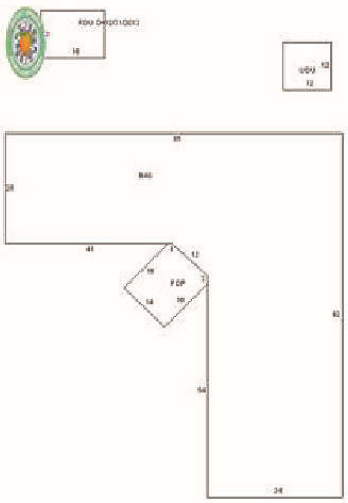
149,413 sqft (+/-) | 3.43 acres (+/-) GIS Calculated

Land

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
8900 - Municipal (Other)	R-2	3.43 ACRE(S)	$100,000.00	$343,000	$0.00	$343,000

Buildings

		Subarea Description	Sqft	Value
Model Code	04 - Commercial			
Type Code	3400 - Rec/Meeting	BAS - Base Area	4592	$656,059
Building Value	$343,263	FDU - F/Det Util	192	$16,430
Estimated New Cost	$692,062	FOP - F/Opn Prch	234	$13,430
Actual Year Built	1987	UDU - Unf Dt Uty	144	$6,143
Beds	0			
Baths	0.0			
Floors	1			
Gross Area	5162 sqft			
Living Area	4592 sqft			
Exterior Wall	Cb.Stucco			
Interior Wall	Drywall			



Extra Features

Description	Date Built	Units	Unit Price	XFOB Value
6220 - Parking Space	01/01/1987	20 Unit(s)	$1,400.00	$28,000
5480 - Standard Open Storage Bin	01/01/1987	1 Unit(s)	$1,000.00	$1,000
5410 - Gazebo 1	12/31/2012	1 Unit(s)	$1,000.00	$1,000
6015 - Wall Decorative	12/31/2012	97 Unit(s)	$20.00	$1,940
6141 - Patio 2	12/31/2012	1 Unit(s)	$4,000.00	$4,000
6220 - Parking Space	12/31/2012	40 Unit(s)	$1,400.00	$56,000

Sales

Sales History

Sale Date	Sale Amount	Instrument #	Book/Page	Deed Code	Seller(s)	Buyer(s)	Vac/Imp
06/30/2003	$432,000	200303689540	06983 / 2891	Warranty Deed	Church Ocoee Glad Tidings Assembly Of God Inc	City Of Ocoee	Improved
07/15/1992	$100	199241518980	04436 / 2558	Warranty Deed	Church Peninsular Florida District	Church Ocoee Glad Tidings Assembly Of God Inc	Improved
05/01/1987	$100	198727725300	03889 / 2494	Warranty Deed			Vacant
04/01/1986	$42,000	198624953110	03767 / 2588	Warranty Deed			Vacant
06/01/1973	$16,000	197307037130	02472 / 1605	Warranty Deed			Vacant

Similar Sales

Address	Sale Date	Sale Amount	$/SQFT	Deed Code	Beds/Baths	Instrument #	Book/Page
951 Ocoee Apopka Rd	12/15/2023	$5,368,100	$3,067	Special Warranty	3/2	20230735484 /	
1912 S Orange Ave	10/27/2023	$2,000,000	$445	Special Warranty	0/0	20230626554 /	

Services for Location

TPP Accounts At Location

Account	Market Value	Taxable Value	Business Name(s)	Business Address

There are no TPP Accounts associated with this parcel.

Schools

Ocoee (High School)

Principal	Lisa Jean Karcinski
Office Phone	407.905.3000
Grades	2023: | 2022: B | 2019: C

Ocoee (Middle School)

Principal	Cheri Leavitt

Office Phone	407.877.5035
Grades	2023: | 2022: C | 2019: B

Spring Lake (Elementary)

Principal	Dr. Aja Wilkins
Office Phone	407.877.5047
Grades	2023: | 2022: C | 2019: B

Utilities/Services

Electric	Duke Energy
Water	Ocoee
Recycling (Monday, Thursday)	Ocoee
Trash (Monday, Thursday)	Ocoee
Yard Waste (Monday)	Ocoee

Elected Officials

State Representative	LaVon Bracy Davis
County Commissioner	Christine Moore
State Senate	Geraldine F. "Geri" Thompson
School Board Representative	Melissa Byrd
US Representative	Daniel Webster
Orange County Property Appraiser	Amy Mercado

Property Appraiser's Record

Property Record - 08-22-28-0000-00-094

Orange County Property Appraiser • http://www.ocpafl.org

Property Summary as of 10/25/2024

Property Name
Tnxl Academy Ducks LLC

Names
City Of Ocoee

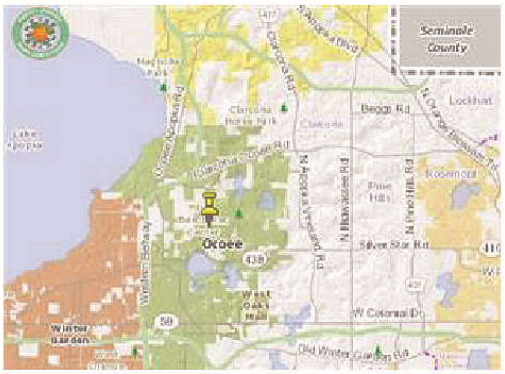
Municipality
OCO - Ocoee

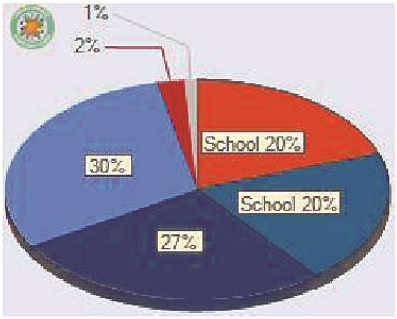
Property Use
8900 - Municipal (Other)

Mailing Address
1 N Bluford Ave
Ocoee, FL 34761-2202

Physical Address
1755 Adair St
Ocoee, FL 34761

OR Code **OR Code For Mobile Phone**





Value and Taxes

Historical Value and Tax Benefits

Tax Year Values	Land		Building(s)		Feature(s)	Market Value	Assessed Value
2024 W MKT	$19,058	+	$997,131	+	$4,200 =	$1,020,389 (6.4%)	**$1,020,389** (6.4%)
2023 ✓ MKT	$19,058	+	$936,681	+	$3,000 =	$958,739 (8.6%)	**$958,739** (8.6%)
2022 ✓ MKT	$18,150	+	$861,883	+	$3,000 =	$883,033 (47%)	**$883,033** (47%)
2021 ✓ MKT	$16,500	+	$582,131	+	$3,000 =	$601,631	**$601,631**

2024 Taxable Value and Estimate of Proposed Taxes

Taxing Authority	Assd Value	Exemption	Tax Value	Millage Rate	Taxes	%
Public Schools: By State Law (Rle)	$1,020,389	$0	$1,020,389	3.2160 (1.36%)	**$3,281.57**	20 %
Public Schools: By Local Board	$1,020,389	$0	$1,020,389	3.2480 (0.00%)	**$3,314.22**	20 %
Orange County (General)	$1,020,389	$0	$1,020,389	4.4347 (0.00%)	**$4,525.12**	27 %
City Of Ocoee	$1,020,389	$0	$1,020,389	4.9500 (0.00%)	**$5,050.93**	30 %
Library - Operating Budget	$1,020,389	$0	$1,020,389	0.3748 (0.00%)	**$382.44**	2 %
St Johns Water Management District	$1,020,389	$0	$1,020,389	0.1793 (0.00%)	**$182.96**	1 %
				16.4028	**$16,737.24**	

2024 Non-Ad Valorem Assessments

Levying Authority	Assessment Description	Units	Rate	Assessment
There are no Non-Ad Valorem Assessments				

Property Features

Property Description

BEG 355.2 FT S OF NW COR OF SW1/4 OF NE1/4 RUN S 265.2 FT E 590.4 FT N 265.2 FT W 590.4 FT TO POB IN SEC 08-22-28 SUBJECT TO R/W ON W (IMP 2 ONLY)

Total Land Area

660 sqft (+/-) | 0.02 acres (+/-) GIS Calculated

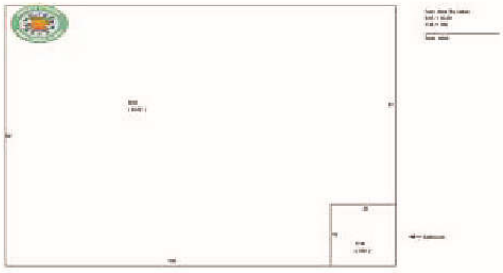
Land

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
8900 - Municipal (Other)	R-2	0.22 ACRE(S)	$86,625.00	$19,058	$0.00	$19,058

Buildings

Model Code	06 - Warehouse
Type Code	4800 - Ind Warehouse I
Building Value	$997,131
Estimated New Cost	$1,040,847
Actual Year Built	2020
Beds	
Baths	
Floors	1
Gross Area	9600 sqft
Living Area	9600 sqft
Exterior Wall	Modl.Metal
Interior Wall	None

Subarea Description	Sqft	Value
BAS - Base Area	9220	$985,987
SVA - Service Ar	380	$54,860



Extra Features

Description	Date Built	Units	Unit Price	XFOB Value
6220 - Parking Space	12/21/2020	3 Unit(s)	$1,400.00	$4,200

Sales

Sales History

Sale Date	Sale Amount	Instrument #	Book/Page	Deed Code	Seller(s)	Buyer(s)	Vac/Imp

There are no sales for the selected parcel

Similar Sales

Address	Sale Date	Sale Amount	$/SQFT	Deed Code	Beds/Baths	Instrument #	Book/Page
951 Ocoee Apopka Rd	12/15/2023	$5,368,100	$3,067	Special Warranty	3/2	20230735484	/
1912 S Orange Ave	10/27/2023	$2,000,000	$445	Special Warranty	0/0	20230626554	/

Services for Location

TPP Accounts At Location

Account	Market Value	Taxable Value	Business Name(s)	Business Address

There are no TPP Accounts associated with this parcel.

Schools

Ocoee (High School)

Principal	Lisa Jean Karcinski
Office Phone	407.905.3000
Grades	2023: | 2022: B | 2019: C

Ocoee (Middle School)

Principal	Cheri Leavitt
Office Phone	407.877.5035
Grades	2023: | 2022: C | 2019: B

Spring Lake (Elementary)

Principal	Dr. Aja Wilkins
Office Phone	407.877.5047
Grades	2023: | 2022: C | 2019: B

Utilities/Services

Electric	Duke Energy
Water	Ocoee
Recycling (Monday, Thursday)	Ocoee
Trash (Monday, Thursday)	Ocoee
Yard Waste (Monday)	Ocoee

Elected Officials

State Representative	LaVon Bracy Davis
County Commissioner	Christine Moore
State Senate	Geraldine F. "Geri" Thompson
School Board Representative	Melissa Byrd
US Representative	Daniel Webster
Orange County Property Appraiser	Amy Mercado

Property Appraiser's Record

Property Record - 08-22-28-2866-01-200

Orange County Property Appraiser • http://www.ocpafl.org

Property Summary as of 10/25/2024

Property Name
Sorenson Fields Ball Park

Names
City Of Ocoee

Municipality
OCO - Ocoee

Property Use
8289 - Muni Forest Park Rec

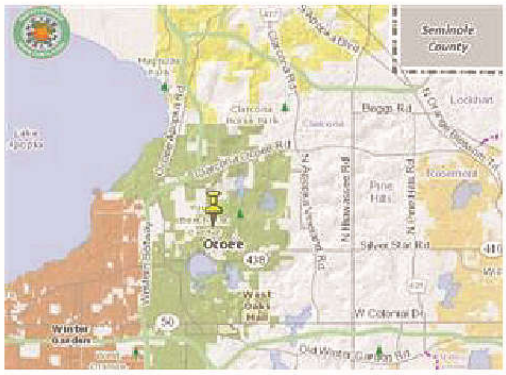
Mailing Address
1 N Bluford Ave
Ocoee, FL 34761-2202

Physical Address
1755 Adair St
Ocoee, FL 34761

OR Code **For Mobile Phone**


1755 ADAIR ST, OCOEE, FL 34761 9/21/2020 8:58 AM


1755 ADAIR ST, OCOEE, FL 34761 02/17/2019



Value and Taxes

Historical Value and Tax Benefits

Tax Year Values	Land		Building(s)		Feature(s)	Market Value	Assessed Value
2024 W MKT	$687,750	+	$24,850	+	$99,620	=$812,220 (-.40%)	**$388,717** (10%)
2023 ✓ MKT	$687,750	+	$28,148	+	$99,620	=$815,518 (-2.1%)	**$353,379** (10%)
2022 ✓ MKT	$706,090	+	$27,318	+	$99,620	=$833,028 (9.1%)	**$321,254** (10%)
2021 ✓ MKT	$641,900	+	$22,292	+	$99,620	=$763,812	**$292,049**

Tax Year Benefits	Other Exemptions	Tax Savings
2024 W $	$388,717	**$13,323**
2023 ✓ $	$353,379	**$13,342**
2022 ✓ $	$321,254	**$13,677**
2021 ✓ $	$292,049	**$12,844**

2024 Taxable Value and Estimate of Proposed Taxes

Taxing Authority	Assd Value	Exemption	Tax Value	Millage Rate	Taxes	%
Public Schools: By State Law (Rle)	$812,220	$388,717	$0	3.2160 (1.36%)	**$0.00**	0 %
Public Schools: By Local Board	$812,220	$388,717	$0	3.2480 (0.00%)	**$0.00**	0 %
Orange County (General)	$388,717	$388,717	$0	4.4347 (0.00%)	**$0.00**	0 %
City Of Ocoee	$388,717	$388,717	$0	4.9500 (0.00%)	**$0.00**	0 %
Library - Operating Budget	$388,717	$388,717	$0	0.3748 (0.00%)	**$0.00**	0 %
St Johns Water Management District	$388,717	$388,717	$0	0.1793 (0.00%)	**$0.00**	0 %
				16.4028	**$0.00**	

2024 Non-Ad Valorem Assessments

Levying Authority	Assessment Description	Units	Rate	Assessment
There are no Non-Ad Valorem Assessments				

Property Features

Property Description

FOXFIRE 6/49 TRACTS A B C & D & THE N 355.20 FT OF THE W 590.40 FT OF SW1/4 OF NE1/4 (LESS N 325.2 FT) OF SEC 08-22-28 SUBJECT TO R/W ON W

Total Land Area

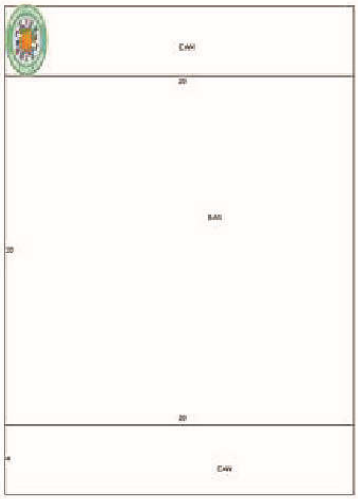
399,376 sqft (+/-) | 9.17 acres (+/-) GIS Calculated

Land

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
8289 - Muni Forest Park Rec	R-1	9.17 ACRE(S)	$75,000.00	$687,750	$0.00	$687,750

Buildings

		Subarea Description	Sqft	Value
Model Code	04 - Commercial	BAS - Base Area	400	$30,816
Type Code	3400 - Rec/Meeting	CAN - Canopy	160	$3,698
Building Value	$24,850			
Estimated New Cost	$34,514			
Actual Year Built	2003			
Beds				
Baths				
Floors	1			
Gross Area	560 sqft			
Living Area	400 sqft			
Exterior Wall	Conc/Cindr			
Interior Wall	Minimum			



Extra Features

Description	Date Built	Units	Unit Price	XFOB Value
5320 - Canopy Cover Aluminum 1	10/18/2010	985 Unit(s)	$2.50	$2,463
6040 - Paved Concrete	10/18/2010	2610 Unit(s)	$4.50	$11,745
6140 - Patio 1	01/01/2010	1 Unit(s)	$2,000.00	$2,000
6030 - Paved Asphalt	01/01/2010	31776 Unit(s)	$3.50	$83,412

Sales

Sales History

Sale Date	Sale Amount	Instrument #	Book/Page	Deed Code	Seller(s)	Buyer(s)	Vac/Imp
12/01/1987	$138,900	19872917702	03947 / 0735	Warranty Multiple			Vacant
12/01/1987	$100	19872917697	03947 / 0725	Warranty Deed			Vacant
07/01/1979	$1,000	19791420757	03038 / 1671	Warranty Deed			Vacant
07/01/1979	$100	19791420756	03038 / 1670	Quitclaim Deed			Vacant

Services for Location

TPP Accounts At Location

Account	Market Value	Taxable Value	Business Name(s)	Business Address

There are no TPP Accounts associated with this parcel.

Schools

Ocoee (High School)

Principal	Lisa Jean Karcinski
Office Phone	407.905.3000
Grades	2023: | 2022: B | 2019: C

Ocoee (Middle School)

Principal	Cheri Leavitt
Office Phone	407.877.5035
Grades	2023: | 2022: C | 2019: B

Spring Lake (Elementary)

Principal	Dr. Aja Wilkins
Office Phone	407.877.5047
Grades	2023: | 2022: C | 2019: B

Utilities/Services

Electric	Duke Energy
Water	Ocoee
Recycling (Monday, Thursday)	Ocoee
Trash (Monday, Thursday)	Ocoee
Yard Waste (Monday)	Ocoee

Elected Officials

State Representative	LaVon Bracy Davis
County Commissioner	Christine Moore
State Senate	Geraldine F. "Geri" Thompson
School Board Representative	Melissa Byrd
US Representative	Daniel Webster
Orange County Property Appraiser	Amy Mercado

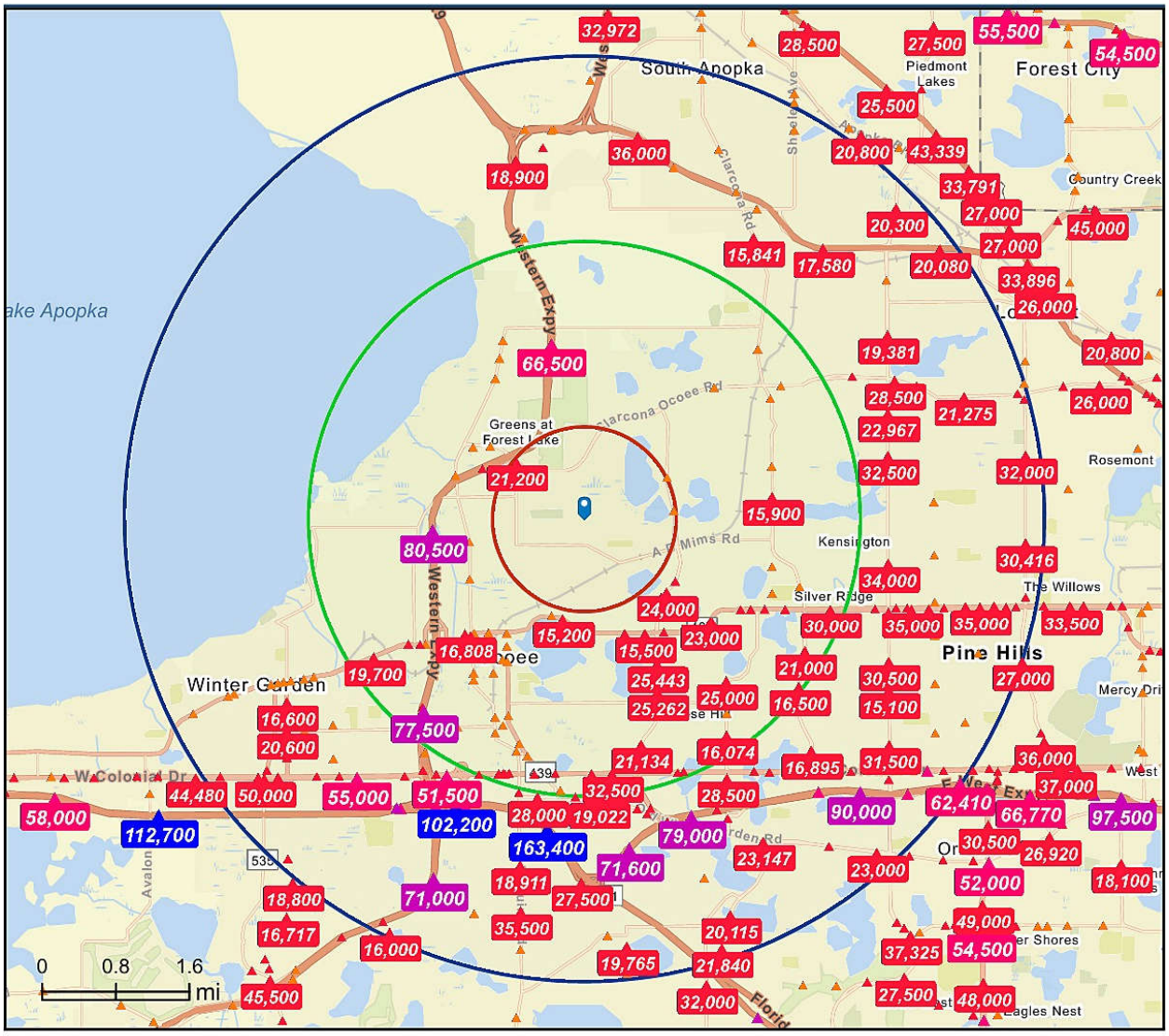
Property Appraiser's Record

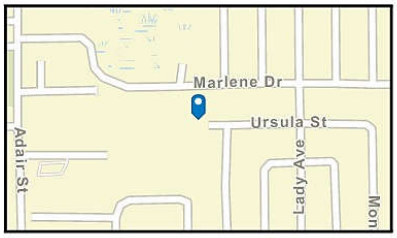
esri
THE SCIENCE OF WHERE

Traffic Count Map

1755 Adair St, Ocoee, Florida, 34761
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 28.59166
Longitude: -81.53040





Average Daily Traffic Volume
- ***Up to 6,000 vehicles per day***
- ***6,001 - 15,000***
- ***15,001 - 30,000***
- ***30,001 - 50,000***
- ***50,001 - 100,000***
- ***More than 100,000 per day***



Source: ©2024 Kalibrate Technologies (Q2 2024).

October 30, 2024

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WEB

2024 Real Estate

ORANGE COUNTY TAX COLLECTOR
SCOTT RANDOLPH
INDEPENDENTLY ELECTED TO SERVE YOU

Orange County Notice of Ad Valorem Taxes & Non-Ad Valorem Assessments

CITY OF OCOEE
1 N BLUFORD AVE
OCOEE, FL 34761-2202

Account Number: 0638007-5
Assessed Value: 1,020,389
Millage Code: 65 OCO
Parcel Number: 08-22-28-0000-00094
Address: 1755 ADAIR ST OCOEE 34761
Exemptions:

AD VALOREM TAXES

Taxing Authority	Assessed Value	Exempt Value	Taxable Value	Millage	Tax Levied
STATE SCHOOL	1,020,389	0	1,020,389	3.2160	$3,281.57
LOCAL SCHOOL	1,020,389	0	1,020,389	3.2480	$3,314.22
GEN COUNTY	1,020,389	0	1,020,389	4.4347	$4,525.12
OCOEE	1,020,389	0	1,020,389	4.9500	$5,050.93
LIBRARY	1,020,389	0	1,020,389	.3748	$382.44
SJWM	1,020,389	0	1,020,389	.1793	$182.96
			Total Millage:	16.4028	Subtotal: $16,737.24

NON-AD VALOREM ASSESSMENTS

Levying Authority	Phone	Amount	Levying Authority	Phone	Amount
				Subtotal:	

Combined Total of Ad Valorem Taxes & Non-Ad Valorem Assessments **$16,737.24**

Pay Online, Opt-in to E-Billing and Print your Receipt at ***octaxcol.com.***

Payments not received by March 31st are delinquent.

IF YOUR TAXES ARE NOT ESCROWED, PLEASE RETURN THE BOTTOM PORTION WITH YOUR PAYMENT.

0638007-5
1755 ADAIR ST OCOEE 34761
08-22-28-0000-00094
BEG 355.2 FT S OF NW COR OF SW1/4 OF NE1/4 RUN S 265.2 FT E 590.4 FT N 265.2 FT W 590.4 FT TO POB IN

ONLY PAY ONE AMOUNT	
If Paid By	**Amount Due**
Nov. 30, 2024	**$16,067.75**
Dec. 31, 2024	$16,235.12
Jan. 31, 2025	$16,402.50
Feb. 28, 2025	$16,569.87
Mar. 31, 2025	$16,737.24

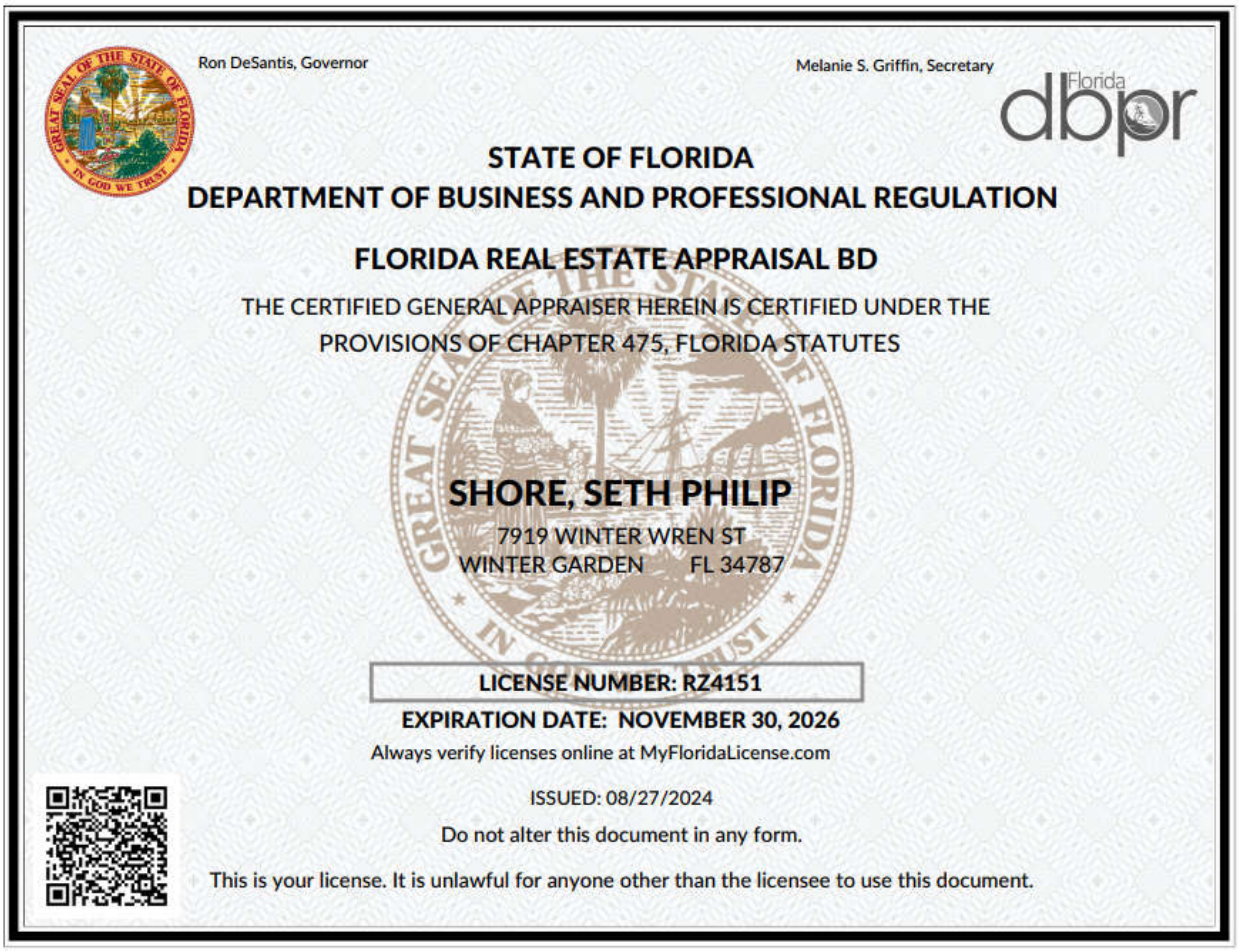
Make checks payable to:
Scott Randolph, Tax Collector

CITY OF OCOEE
1 N BLUFORD AVE
OCOEE, FL 34761-2202

PO Box 545100
Orlando FL 32854-5100

WEB

2024 Real Estate



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

SHORE, SETH PHILIP

7919 WINTER WREN ST
WINTER GARDEN FL 34787

LICENSE NUMBER: RZ4151

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/27/2024

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