CITY OF TAMARAC

NOTICE OF WORKSHOP MEETING
CITY COMMISSION OF TAMARAC, FL
City Hall - Conference Room 105
March 21, 2016

CALL TO ORDER:

9:30 a.m.

ROLL CALL:

PLEDGE OF ALLEGIANCE:

Commissioner Michelle J. Gomez

1. **Presentation of the FY15 Comprehensive Annual Financial Report (CAFR)**

   Presentation of the FY15 Comprehensive Annual Financial Report (CAFR)- ***Financial Services Director Mark Mason, Pablo Llerena, GSLC & Company, and Financial Services Assistant Director/Controller Christine Cajuste***

2. **TR12757 - Franklin-Dodd Communications, LLC - Award RFP # 16-06R**

   Item No. 6 (e) on the Consent Agenda. (TR12757) A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to award Request for Proposal #16-06R, "Printing & Distribution of City of Tamarac Publications" to and execute an agreement with Franklin-Dodd Communications, LLC, for printing services for a three (3) year period, providing for two (2) additional two (2) year renewals at the discretion of the City; authorizing the City Manager to approve subsequent two (2) year renewals and expenditures for printing; providing for conflicts; providing for severability; and providing for an effective date. ***- Public Information & Media Specialist Elise Boston and Purchasing/Contracts Manager Keith Glatz***

3. **TR12756 - Firefighter Equipment Purchase - Assistance to Firefighters Grant Program**

   Item No. 6 (b) on the Consent Agenda. (TR12756) A Resolution of the City Commission of the City of Tamarac, Florida authorizing the appropriate city officials to select Municipal Emergency Services, Inc (MES) as the vendor for the purchase and distribution of Self-Contained Breathing Apparatus (SCBA) firefighter equipment and accessories, accept itemized pricing provided by MES for said equipment, and procure said equipment on behalf of the Coalition of Cities participating in the regional Assistance to Firefighters Grant (AFG) program award at a cost of not to exceed $3,060,750, utilizing the national purchasing partners agreement pursuant to an agreement competitively bid and awarded via request for Proposal 2013-1 for fire turnouts and fire related equipment as awarded by the South Davis Metro Fire Agency; approving of funding from the appropriate capital improvement accounts; authorizing budget amendments for proper accounting purposes; providing for conflicts; providing for severability; and providing for an effective date. ***- Fire Chief Mike Burton, Grants Administrator Michael Gresek and Purchasing/Contracts Manager Keith Glatz***

   Commission District(s): Citywide

4. **Discussion - Selection of Director, Alternate and Second Alternate to Broward League of Cities**

Discussion - Selection of Director, Alternate and Second Alternate to Broward League of Cities ***- City Clerk Patricia Teufel***

The City Commission may consider and act upon such other business as may come before it. In the event this agenda must be revised, such revised copies will be available to the public at the City Commission meeting.
Pursuant to Chapter 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, he may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is based.
The City of Tamarac complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the City Clerk's Office at (954) 597-3505 of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at either of the following numbers: 1-800-955-8770 or 1-800-955-8771.



Patricia Teufel, CMC
City Clerk

Title - 9:30 a.m.

9:30 a.m.

Title - Commissioner Michelle J. Gomez

Commissioner Michelle J. Gomez

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ATTACHMENTS:

	Description	Upload Date	Type
🗋	TR 12757 - Franklin-Dodd - Memo	2/23/2016	Cover Memo
🗋	TR 12757 - Franklin-Dodd - Resolution	3/15/2016	Resolution
🗋	TR 12757 - Exhibit 1 - RFP #16-06R - Ranking Sheet	2/23/2016	Exhibit
🗋	TR 12757 - Exhibit 2 - FRP #16-06R	3/15/2016	Exhibit
🗋	TR 12757 - RFP #16-06R	2/23/2016	Backup Material

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
CITY MANAGER'S OFFICE

TO: **Diane Phillips, Assistant City Manager**

DATE: **February 23, 2016**

FROM: **Elise Boston, Public Information & Media Specialist**

RE: **Temp. Reso. #12757, Award of RFP 16-06R, Printing & Distribution of City of Tamarac Publications**

Recommendation:
Please place the above referenced item on the agenda for the March 9, 2016 City Commission Meeting.

Issue:
Award of an RFP and execution of agreement between the City of Tamarac and Franklin-Dodd Communications, LLC providing for printing and distribution services for City publications.

Background:
The current agreement with Franklin-Dodd Communications, LLC expires on March 31, 2016. In preparation, on January 6, 2016, a Request for Proposals for Printing and Distribution of City of Tamarac Publications (RFP No. 16-06 R) was issued by the City. The RFP provided for printing and distribution of Tam-A-Gram, and the Water Quality Report, and other miscellaneous items to be produced on an as-needed basis. These optional items include: Tam-A-Gram Extras, postcards, the Flood Protection Program pamphlet, banners, backlit displays and miscellaneous brochures.

On February 9, 2016, the evaluation committee consisting of Linda Probert, Assistant Director of Parks and Recreation, Rosemary Fisher, Administrative Coordinator (Building), Regina Skenandore, Administrative Coordinator (CMO) and me, met and evaluated the four qualified responsive proposals, including work samples. After evaluating and discussing each proposal, the committee scored the respondents' proposals. Franklin-Dodd Communications, LLC was unanimously ranked as the number one choice by the committee. They were the only vendor who bid on all items requested. Franklin had won the contract when the RFP was put out for bid in 2007, and again in 2012. The quality of the work and level of service provided during this period has been quite good.

The proposed agreement is for a three-year period and provides for two additional two-year renewals, further providing that the contractor notify the City at least 90 days in advance of the renewal date in the event they determine that an adjustment to the contract amount is required. Pricing adjustments must be made in accordance with the current Miami Urban Consumer Price Index (CPI). Renewal of the contract is at the discretion of the City, subject to satisfactory performance and mutual acceptance.

Fiscal Impact:

Funding for printing of the required items is contained within the CMO/PIO budget. The ability to use this contract for optional items such as the At-A-Glance brochure, as well as video production and photography provides significant benefits in terms of added productivity from existing staff.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2016-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO AWARD REQUEST FOR PROPOSAL #16-06R, "PRINTING & DISTRIBUTION OF CITY OF TAMARAC PUBLICATIONS" TO AND EXECUTE AN AGREEMENT WITH FRANKLIN-DODD COMMUNICATIONS, LLC, FOR PRINTING SERVICES FOR A THREE (3) YEAR PERIOD, PROVIDING FOR TWO (2) ADDITIONAL TWO (2) YEAR RENEWALS AT THE DISCRETION OF THE CITY; AUTHORIZING THE CITY MANAGER TO APPROVE SUBSEQUENT TWO (2) YEAR RENEWALS AND EXPENDITURES FOR PRINTING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac requires printed newsletters, reports, banners postcards, brochures and other documents as required by the City to effectively advertise and notify residents and employees of information, events, and functions; and

WHEREAS, the City of Tamarac publicly advertised Request for Proposal #16-06R "Printing and Distribution of City of Tamarac Publications" on January 6, 2016, a copy of said proposal is on file in the office of the City Clerk; and

WHEREAS, proposals were solicited from vendors and four (4) proposals were received and evaluated as per the Request for Proposal from the following firms:

Direct Mail Impressions

Franklin-Dodd Communications, LLC

Office Depot

Printing Corporation of the Americas, Inc.; and

WHEREAS, after extensive evaluation and consideration by the Evaluation Committee consisting of the Public Information Media Specialist, Assistant Director of Parks and Recreation, Administrative Coordinator – Building Department and Administrative Coordinator – City Manager's Office, they ranked the proposal from Franklin-Dodd Communications, LLC as the most advantageous response to the City's needs, as shown in the scoring summary attached hereto as Exhibit "1"; and

WHEREAS, funds are budgeted in the appropriate departmental accounts for printing services; and

WHEREAS, it is the recommendation of the Public Information Specialist and the Purchasing and Contracts Manager that Request for Proposal #16-06R, "Printing & Distribution of City of Tamarac Publications" be awarded to, and an agreement be accepted and executed with Franklin-Dodd Communications, LLC, for a three (3) year period, providing for two (2) additional two (2) year renewals at the discretion of the City; a copy of said Agreement is attached hereto as Exhibit "2"; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to award and to execute an Agreement with Franklin-Dodd Communications, LLC, for a three (3) year term, providing for two (2) additional two (2) year renewals at the discretion of the City

for the printing and mailing of City publications and to authorize the City Manager to approve and execute subsequent renewals and expenditures for printing as may be required and as included in the proposal and contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA THAT:

SECTION 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof. All exhibits referenced and attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: That RFP #16-06R "Printing & Distribution of City of Tamarac Publications" be accepted and that an Agreement be executed with Franklin Dodd Communications, for printing services for a three (3) year period, providing for two (2) additional two (2) year renewals at the discretion of the City, included herein as Exhibit "2".

SECTION 3: The City Manager is hereby authorized to approve and execute subsequent two (2) year renewals as provided for in the Agreement, and approve the expenditures for printing as may be required and as outlined in the agreement with Franklin-Dodd Communications, LLC.

SECTION 4: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid,

in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this day of , 2016.

HARRY DRESSLER
MAYOR

ATTEST:

PATRICIA A. TUEFEL, CMC
CITY CLERK

I HEREBY CERTIFY that I have
Approved this RESOLUTION as to form.

SAMUEL S. GOREN, CITY ATTORNEY

16-06R
PRINTING & DISTRIBUTION OF CITY OF TAMARAC PUBLICATIONS
Final Committee Evaluation Totals
February 9, 2016

Proposer's Name:	DIRECT MAIL IMPRESSIONS	FRANKLIN DODD COMMUNICATIONS	OFFICE DEPOT	PRINTING CORPORATION OF THE AMERICAS, INC.
No Conflict of Interest	X	X	X	X
Adhered to the Instructions	X*	X	X	X
Quality of Response (Max 15 points)				
Public Information & Media Specialist	5	15	5	7
Assistant Director of Parks & Recreation	9	14	5	8
Administrative Coordinator - Building Dept.	8	13	6	7
Administrative Coordinator - City Managers Office	8	13	0	10
Services to Be Provided (Max 35 points)				
Public Information & Media Specialist	5	35	5	7
Assistant Director of Parks & Recreation	26	35	26	21
Administrative Coordinator - Building Dept.	23	35	25	20
Administrative Coordinator - City Managers Office	18	35	20	22
Qualifications of Proposer/Expertise (Max 30 points)				
Public Information & Media Specialist	10	30	10	15
Assistant Director of Parks & Recreation	24	26	27	24
Administrative Coordinator - Building Dept.	20	25	21	20
Administrative Coordinator - City Managers Office	20	25	25	20
Cost (Price) (Max 20 points)				
Public Information & Media Specialist	16.28	13.34	13.6	20
Assistant Director of Parks & Recreation	16.28	13.34	13.6	20
Administrative Coordinator - Building Dept.	16.28	13.34	13.6	20
Administrative Coordinator - City Managers Office	16.28	13.34	13.6	20
TOTAL POINTS				
Public Information & Media Specialist	36.28	93.34	33.6	49
Assistant Director of Parks & Recreation	75.28	88.34	71.6	73
Administrative Coordinator - Building Dept.	67.28	86.34	65.6	67
Administrative Coordinator - City Managers Office	62.28	86.34	58.6	72
	241.12	354.36	229.4	261
TOTAL RANKING				
Public Information & Media Specialist	3	1	4	2
Assistant Director of Parks & Recreation	2	1	4	3
Administrative Coordinator - Building Dept.	2	1	4	3
Administrative Coordinator - City Managers Office	3	1	4	2
	3	**1**	**4**	**2**

**Addendums provided after committee meeting*

EXHIBIT 2
TR 12757

AGREEMENT

TAMARAC
The City For Your Life

RFP NO. 16-06 R

PRINTING & DISTRIBUTION OF CITY OF TAMARAC PUBLICATIONS

ISSUED: January 6, 2016

City of Tamarac
Purchasing & Contracts Division
7525 NW 88th Avenue
Room 108
(954) 597-3570
Tamarac, FL 33321

AGREEMENT

BETWEEN THE CITY OF TAMARAC

AND

FRANKLIN-DODD COMMUNICATIONS, LLC

THIS AGREEMENT is made and entered into this _____ day of _____, 20____by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "City") and FRANKLIN-DODD COMMUNICATIONS LLC, a Delaware Corporation duly registered as a Florida Foreign Limited Liability corporation with principal offices located at 960 S.E. 8th Street, Hialeah, Florida 33010 (the "Contractor") to provide for the Printing and Distribution of City of Tamarac Publications.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1) The Contract Documents

The contract documents shall consist of this Agreement, Request for Proposal Document No. 16-06R, "Printing & Distribution of City of Tamarac Publications", including all conditions therein, (including any General Terms and Conditions, Supplementary Conditions, Statement of Work or any other provisions contained within the document), any and all addenda, Proposal executed and submitted by the Contractor, specifications, bond(s), (if applicable), and insurance certificate(s), the City Resolution awarding the project, and all modifications issued after execution of this Agreement. These documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event of a conflict between this document and any other contract documents, this Agreement shall prevail, followed by Request for Proposal Document No. 16-06R, "Printing & Distribution of City of Tamarac Publications" as issued by the City on January 6, 2016, followed by contractors response to Request for Proposal 16-06R, dated January 25, 2016.

2) The Work

The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1 Contractor shall furnish all labor, materials, and equipment necessary to print, furnish, deliver and distribute various City of Tamarac publications.

2.2 Contractor shall provide all services in accordance with the Statement of Work enumerated in Request for Proposal 16-06R, "Printing & Distribution of City of Tamarac Publications".

2.3 Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or sub-Contractors, if any, with respect to the work and services described herein.

3) Insurance

3.1. Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid or proposal document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by

the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager Certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

3.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

4) Term

4.1 This contract shall be in effect for an initial period of up to three (3) years, with a guaranteed term of 180 days, in accordance with the provisions of the City's Request for Proposal Document 16-06R, Section V. 1 "Special Conditions", "Performance Based Contracting", During the initial six (6) month period, the contactor shall enjoy an exclusive contract relationship with the City.

4.2 Contractor's Right to Contract Exclusivity: Upon completion of the initial six (6) month period, however, unsatisfactory performance by the Contractor shall result in the loss of exclusivity. Satisfactory performance will result in the Contractor maintaining its exclusive right to perform the requirements of this Agreement for additional six (6) month terms until the completion of the full three (3) year term.

4.3 Agreement Renewals: Upon completion of the first full three (3) year period, the City reserves the right to renew the Contract for up to two (2) additional two (2) year renewal options to be exercised as mutually agreed by City and Contractor based on Contractor's agreement to the same terms and conditions; and by providing written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the Contract amount for the upcoming renewal period. Contract renewal will be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City. The ongoing performance evaluation process will continue during any renewal periods for the life of the Agreement.

4.4 Performance Evaluation: The City shall utilize a performance questionnaire, which shall be mutually developed and agreed upon by the City and Contractor, based on the Sample shown as **Appendix A** herein. Upon completion of any mutual agreement regarding the contents of the performance questionnaire by the City and Contractor, the final document shall replace and supersede Appendix A, as a part of this Agreement. The City and Contractor, from time to time, may make additions, deletions or changes to Appendix A under the terms of this Agreement.

5) Contract Pricing

Pricing shall be in accordance with the "Pricing Schedule" attached hereto as in **Appendix B** herein, and the Contract Sum shall be for the actual quantities ordered.

6) Payments

The City shall pay for work ordered by the City and completed by the Contractor on a task basis. The City shall pay the Contractor for work performed subject to the specifications of the job and subject to any additions and deductions by subsequent change order provided in the contract documents. All payments shall

be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

7) Warranty

Contractor warrants the services provided are in accordance with the specifications of Bid No. 16-06 R. In the event that services do not meet the specifications, Contractor shall perform such steps as required to remedy the defects within a reasonable time after work has been performed.

8) Indemnification

8.1 GENERAL INDEMNIFICATION: Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, any sub-Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Contractor in the performance of the Work; or c). liens, claims or actions made by the Contractor or any sub-Contractor under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by the Contractor.

8.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

8.3 The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

8.4 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

9) Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Consultant and its sub-consultants shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Consultant will take affirmative action to ensure that employees and those of its sub-consultants are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; 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 Consultant and its sub-consultants shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Consultant further agrees that he/she will ensure that all sub-consultants, if any, will be made aware of and will comply with this nondiscrimination clause.

10) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

11) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

12) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR

Peter J. Dunne, President
Franklin-Dodd Communications, LLC
950 SE 8th Street
Hialeah, FL
pdunne@franklindodd.com

13) Termination

13.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to Contractor for such

termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

13.2 **Default by Contractor**: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

14) Public Records

14.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

14.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

14.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

14.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

14.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

14.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 13 "Termination" herein.

15) Uncontrollable Forces

15.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

16) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

17) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

18) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

19) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

20) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

21) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

Remainder of Page Intentionally Blank

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its , duly authorized to execute same.

CITY OF TAMARAC

Harry Dressler, Mayor

Date

Michael C. Cernech, City Manager

ATTEST:

Date:

Patricia A. Teufel, CMC
City Clerk

Approved as to form and legal sufficiency:

Date

Samuel S. Goren

Franklin Dodd Communications LLC

ATTEST:

Company Name

(Corporate Secretary)

Signature of President/Owner

Peter Dunne

Peter J. Dunne, President

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

Feb 15, 2016

Date

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida :SS

COUNTY OF Dade :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Peter J. Dunne, President, of Franklin-Dodd Communications, LLC, a Florida Foreign Limited Liability Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this day of Feb. 15, 2016.

Signature of Notary Public
State of Florida at Large

Diamilde Alfonso

Print, Type or Stamp
Name of Notary Public

Notary Public State of Florida
Diamilde Alfonso
My Commission FF 232460
Expires 07/05/2019

☑ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

☑ DID take an oath, or
☐ DID NOT take an oath.

APPENDIX A
CITY OF TAMARAC

Sample
Printing & Distribution of City of Tamarac Documents
Performance Report Card

Performance ratings are intended to assess the contractor's conformance to contract requirements, specifications, and standards of good workmanship. The rating scale to be used is as follows:

Performance Rating	Criteria
5 – Exceptional	Performance meets or exceeds requirements with few minor problems for which corrective actions were highly effective
4 – Very Good	Performance meets requirements with some minor problems for which corrective actions were highly effective
3 – Satisfactory	Performance meets requirements with some minor problems for which corrective actions were satisfactory
2 – Marginal	Performance does not meet some requirements with problems for which corrective actions appear only marginally effective or have not been fully implemented
1 – Unsatisfactory	Performance does not meet most contractual requirements with problems for which corrective actions appear ineffective and/or have not been identified or implemented

Performance Area: Quality of Publication	Exceptional → Satisfactory → Unsatisfactory				
Text clear, crisp and easy to read	5	4	3	2	1
Free from smears, streaks & discolorations	5	4	3	2	1
Publications well-assembled, free from poor folds or poor stapling	5	4	3	2	1
Paper quality is acceptable	5	4	3	2	1
Free from significant typographical errors	5	4	3	2	1
Photos & Clip-art are clear & crisp	5	4	3	2	1

Performance Area: Ability to Meet Deadlines	Exceptional → Satisfactory → Unsatisfactory				
Pre-press work & Typesetting on schedule	5	4	3	2	1
Final production on schedule	5	4	3	2	1
Final delivery to mail distribution agent on schedule	5	4	3	2	1

APPENDIX B
PRICING SCHEDULE

	Item / Description	Estimated Quantity of Single Run
	Required Items:	
1	**Tam-A-Gram** - 24 page, full color, with a finished size of 8 ½" x 11", saddle stitched. Printed on 70 # coated text, including all charges for printing.	$ 12,630 Per 37,000
1A	**Tam-A-Gram** - List, Mailing & Delivery charges to Ft. Lauderdale post office	$ 1,105 (List on file)
1B	**Tam-A-Gram** Printed on recycled paper (If available)	$ 0.00 Up charge
2	**Water Quality Report** – 4 page, full color with bleeds and a finished size of 8.5"x5.5" (11' x 17" folded to 8.5" x 11" and folded again to 5.5" x 8.5") on 70# coated text with bleeds.	$ 2,245 Per 17,500
2A	**Water Quality Report** List, Mailing and Delivery to Fort Lauderdale Post Office	$ 422 (List on file)
2B	**Water Quality Report** Printed on Recycled Paper (If Available)	$ 0.00 Up charge
	GROUP 1 SUB-TOTAL - Items 1,1A & 2, 2A (Items to be considered for purposes of evaluation)	**$ 16,402**
	AS NEEDED ITEMS:	
3	**Tam-A-Gram Extra** - 4 page, full color, with bleeds, 8 ½" x 11" finished size, folded to 8.5"x 5.5" for mailing. Printed on 70 # coated text and saddle stitched, including all charges for printing.	$ 4,225 Per 37,000
3A	**Tam-A-Gram Extra** List, Mailing & Delivery charges to Fort Lauderdale post office.	$ 915
3B	**Tam-A-Gram Extra** Printed on Recycled Paper (If Available)	$ 0.00 Up charge
4	**Postcard** - 6" x 9", 4/4, 10 pt. c2s card, with bleeds. (Please provide ALL quantity break pricing. The City will use a quantity of 5,000 for purposes of evaluation.)	$ 425 Per 2,500 $ **735** **Per 5,000** $ 995 Per 7,500 $ 1,105 Per 10,000
4A	**Postcard** - 6" x 9", 2/2, 10 pt. c2s card, no bleeds. (Please provide ALL quantity break pricing. The City will use a quantity of 5,000 for purposes of evaluation.)	$ 425 Per 2,500 $ **640** **Per 5,000** $ 720 Per 7,500 $ 835 Per 10,000
4B	**Postcard** List, Mailing & Delivery Charges to Fort Lauderdale Post Office	$ 300 Per 2,500 $ **300** **Per 5,000** $ 300 Per 7,500 $ 300 Per 10,000
4C	**Postcard** Printed on Recycled Stock (If Available)	$ 0.00 Per 2,500 $ **0.00** **Per 5,000** $ 0.00 Per 7,500

		$ 0.00 Per 10,000
5	**Flood Protection Program Pamphlet** – 4 page, 11"x17" folded to 8.5'x5.5", 1-color, 20# bond paper.	$ 2,034 Per 37,500 (+575 to stitch into tamagram)
5A	**Flood Protection Program Pamphlet** List, Mailing and Delivery Charges to Fort Lauderdale post office	$ 0.00
5B	**Flood Protection Program Pamphlet** Printed on Recycled Paper (If Available)	$ 0.00 Up charge
6	**Miscellaneous Tri-fold Brochure** – 1 page, full color, with bleeds, 8.5"x 11" with a finished size of 3.67"x8.5", on 80# gloss. (Please provide **ALL** quantity break pricing. The City will use a quantity of 2,000 for purposes of evaluation.)	$ 355 per 500 $ 465 per 1,000 $ 575 per 1,500 $ **685** **per 2,000** $ 790 per 2,500 $ 905 per 3,000
6A	**Miscellaneous Tri-fold Brochure** – 1 page, 1 color (1/1), 8.5"x 11" with a finished size of 3.67"x8.5", on 20 # bond. (Please provide **ALL** quantity break pricing. The City will use a quantity of 2,000 for purposes of evaluation.)	$ 285 per 500 $ 345 per 1,000 $ 400 per 1,500 $ **455** **per 2,000** $ 500 per 2,500 $ 570 per 3,000
6B	**Miscellaneous Tri-fold Brochure** Printed on Recycled Paper (If Available)	$ 0 per 500 $ 0 per 1,000 $ 0 per 1,500 $ **0** **per 2,000** $ 0 per 2,500 $ 0 per 3,000
7	**Banners** – Outdoor vinyl pole banners, Quantity 50, size 29" x 96." Stock: 18 oz. blockout banner material with 3" pole pockets on top & bottom plus 4 grommets. Colors; 4/4 process (same image both sides). Trim to 29" x 96"; hem banners and affix 4 grommets.	$ 3,950 per 50
8	**Backlit Display Panels (Duratrans)** – 4/0 process, trim to size 27.5" x x77." Rolled with slip sheets between panels.	$ **162** **per display panel**
	GROUP 2 SUB-TOTAL Items 3, 3A, 4, 4A, 4B (4 – 4B based on quantities of 5,000 for evaluation purposes), 5 & 5A, 6 & 6A (6-6A based on quantities of 2,000 for evaluation purposes), 7, 8.	$ **14,101**
	GROUP 1 + GROUP 2 TOTAL	$ **30,503**
	OPTIONAL ITEMS:	
9	**Sundial** - 4 page, 4/4 color, with a finished size of 8 ½" x 11". Printed on 24# paper stock, including all charges for printing and delivery.	$ 455 Per 500
9A	**Sundial** - 8 page, 4/4, with a finished size of 8 ½" x 11", saddle stitched. Printed on 24# paper stock, including all charges for printing and delivery to City Hall. (Option)	$ 690 Per 500
9B	**Sundial**	$ 75 Per Hour

	Design and Layout Charges (Option)	
9C	**Sundial** **Printed on recycled paper (If available)**	$ 0.00 Up charge
10	**Tamarac At-A-Glance Brochure** – 5.5 x 8.5" folded, saddle-stitched, formatted from 8.5 x 11 Word document. Margin formatted by letter for easy search. 4/1 (four color cover over b/w interior pages), Cover bleed. Approximately 48 pages plus cover. Cover 100# gloss cover, paper weight 70#.	$ 7,110 Per 15,000
10A	**Tamarac At-A-Glance Brochure** Printed on recycled paper (if available)	$ 0.00 Up charge
11	**New Resident Pocket Folder :** folds to 9x12 pocket folder, glued 4 pockets on each side, with card slit on one side, 4-color (4/0). 12 pt card stock, coated.	$ 2,430 Per 4,000 $ 2,740 Per 5,000
12	**Budget Book** - 9x11 5 mil. Laminated front cover 4/0, blank back cover, Comb binding, diameter 7/8 navy blue combs with white imprint. Inside: 60# Hammermil 8.5x11 laser text. 200 black & white 2-sided pages and 55 color (4/4) pages (approximate). Inside tabs: 15 tabs laminated, printed 1/1, 8.5x11 80# gray fiber cover soft.	$ 2,295 Per 20
13	**CAFR** - 9x11 5 mil. Laminated front cover 4/1, blank back cover, Comb binding, diameter 7/8 navy blue combs with white imprint. Inside: 60# Hammermil 8.5x11 laser text. 140 black & white 2-sided pages and 25 color (4/4) pages (approximate). Inside tabs: 8 tabs laminated, printed 2-sided blue ink, 8.5x11 80# gray fiber cover soft.	$ 2,680 Per 20
14	**City Manager Note Cards** - Envelope - White classic A2 envelopes 24# Avon, Linen. Imprinted with 4/0 process City logo and return address. Note Cards – Panel folder, Avon white classic linen, 5.5 x 8.5 80# cover. 4/0 process City logo. Center folded at 4-1/4. Quantity of 250 used for purposes of evaluation.	**$ 725 per 250** $ 740 per 500
15	**Industrial quality videography**	$ N/A Per Hour $ 1,105 Per 8 Hour Day
15A	**Can you provide television broadcast quality videography?** IF YES, Please provide upcharge per hour or per day. If No, please state "NOT AVAILABLE"	$ N/A Upcharge per Hour $ 1,690 Upcharge per 8 Hour Day
17	**Video Editing Services** (Supervised and Produced by City staff)	$ 110 Per Hour $ 880 Per 8 Hour Day
18	**High resolution photography** – Including people, locations or events.	$ 925 Per Hour $ 1,625 Per 8 Hour Day
19	**Design and Layout Charges** (Optional service the City may require, as needed.)	$ 75 Per Hour

PURCHASING AND CONTRACTS DIVISION

Date: January 6, 2016 **RFP NO. 16-06R**

REQUEST FOR PROPOSALS

RFP #16-06-R

ALL QUALIFIED PROPOSERS:

Sealed Proposals, addressed to the Buyer of the City of Tamarac, Broward County, Florida, will be received in the Purchasing Office, 7525 NW 88th Avenue, Tamarac, Florida 33321-2401 until **2:00 PM local time, Thursday, January 28, 2016** for:

PRINTING & DISTRIBUTION OF CITY OF TAMARAC PUBLICATIONS

The City is soliciting proposals on behalf of the City Manager's Public Information Office to obtain the services of a qualified firm for the provision of printing and distribution of City of Tamarac publications as well as other creative services.

Sealed Proposals must be received and time stamped in the Purchasing Office, either by mail or hand delivery, **on or before the date and time referenced above**. Any Proposals received **after 2:00 p.m.** on said date will **not** be accepted under **any** circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer. Official time will be measured by the time stamp in the Purchasing Office.

City reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more Proposers, or take any other such actions that may be deemed to be in the best interests of the City.

Proposal documents may be obtained from the Purchasing Office or via the Internet at http://www.tamarac.org/bids.aspx. For inquiries, contact the Purchasing Office at (954) 597-3570.

Ann Marie Corbett
Buyer

Publish Sun-Sentinel: *January 10, 2016*

REQUEST FOR PROPOSALS

RFP 16-06R

PRINTING & DISTRIBUTION OF CITY OF TAMARAC PUBLICATIONS

Definition: A Request for Proposal (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Proposals will be opened in private. Award will be based on the criteria set forth herein.

I. INTRODUCTION

The City is soliciting proposals on behalf of the City Manager's Public Information Office to obtain the services of a qualified firm for the provision of printing and distribution of City of Tamarac publications, as well as other creative services.

II. INFORMATION

For information pertaining to this Request for Proposals (RFP), contact Buyer, Ann Marie Corbett at (954) 597-3566. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or proposal procedures will be transmitted only by written addendum.
It is preferred that all questions be submitted in writing, either via fax or email. Fax questions to (954) 597-3565 or email to annmarie.corbett@tamarac.org.

III. SCHEDULE OF EVENTS

The schedule of events related to this Request for Proposals shall be as follows:

RFP Document issued		January 6, 2016
Deadline for Written Questions		January 19, 2016
Deadline for Receipt of Proposals		January 28, 2016
Evaluation of Proposals		January 29 – February 5, 2016
Presentations by Short-listed Proposers	(if applicable)	February 11, 2016
Final Ranking of Firms		February 16, 2016
Anticipated Award by Commission		March 9, 2016

All dates are tentative. City reserves the right to change scheduled dates.

IV. INSTRUCTIONS TO OFFERORS

STANDARD TERMS AND CONDITIONS

RFP 16-06R

Our Vision and Mission

Our Vision: *The City of Tamarac, our community of choice -- leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.*

Our Mission: We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that

Responds to the Customer
Creates and Innovates
Works as a Team
Achieves Results, and
Makes a Difference

In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.

Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team, and exhibit the highest level of integrity when dealing with any office or department of the City.

Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm will be measured against the performance standards outlined in this bid invitation.

1. AUTHORITY AND GENERAL TERMS AND CONDITIONS

1.1 It is the intent of the City to award the proposal to the responsive proposer providing a response which is most advantageous to the City. This proposal is issued pursuant to, and governed by the laws of the State of Florida, Article VII "Financial Procedures", Section 7.11, "Requirements for Public Bidding, of the City of Tamarac Charter; and Chapter 6 "Finance and Taxation", Article V, the Tamarac Procurement Code.

1.2 These General Terms and Conditions apply to all offers made to the City of Tamarac by all prospective Proposers, including but not limited to, Requests for Quotes, Requests for Proposal and Requests for Bid. As such the words "bid", "proposal" and "offer" are used interchangeably in reference to all offers submitted by prospective Proposers. The City of Tamarac reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to enter into contract negotiations with the selected Proposer or take any other actions that may be deemed to be in the best interest of the City of Tamarac. Any and all special conditions in this RFP or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

2. DEFINED TERMS

Terms used in these Instructions to Offerors are defined as follows:

2.1 "**Offeror**" - one who submits a Proposal in response to a solicitation, as distinct from a Sub-Offeror, who submits a Proposal to the Offeror.

2.2 "**Proposer**" – one who submits a Proposal in response to a solicitation. The terms "Offeror" and "Proposer" are used interchangeably and have the same

meaning.

2.3 "**Successful Offeror**" - the qualified, responsible and responsive Offeror to whom City (on the basis of City's evaluation as hereinafter provided) makes an award.

2.4 "**City**" - the City of Tamarac, a municipal corporation of the State of Florida.

2.5 "**Proposal Documents**" - the Request for Proposals, Instructions to Offerors, Offeror's Qualifications Statement, Non-Collusive Affidavit, Certified Resolution, Vendor Drug-Free Workplace, Offeror's Proposal, Proposal Security and Specifications, if any, and the proposed Contract Documents (including all Addenda issued prior to opening of Proposals).

2.6 "**Contractor**" - the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

3. SPECIAL CONDITIONS

Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Scope of Work outlined in this proposal, the Special Conditions and/or the Scope of Work shall prevail.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1. Before submitting a Proposal, each Offeror must visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Offeror's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Purchasing and Contracts Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

4.2. The Offeror, by and through the submission of a Proposal, agrees that Offeror shall be held responsible for having examined the facilities and equipment (if applicable); is familiar with the nature and extent of the work and any local conditions that may affect the work, and is familiar with the equipment, materials, parts and labor required to successfully perform the work.

5. OMISSION OF DETAILS / VARIANCES AND EXCEPTIONS

5.1 The apparent silence of the requirements as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality is to be used. All interpretations of the specifications shall be made on the basis of this statement. Omission of any essential details from these specifications will not relieve the Proposer of supplying such services or product(s) as specified.

5.2 For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated requirements, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the requirements in every respect.

6. INTERPRETATIONS AND ADDENDA

If the Offeror is in doubt as to the meaning of any of the Proposal Documents, believes that the General Conditions, Special Conditions and/or Technical Specifications contain errors, contradictions or obvious omissions, or has any questions concerning the information contained in the RFP documents, the Offeror shall submit a written request to the Purchasing Office for interpretation or clarification. Such request must reference RFP name and number, and should be received by the Purchasing Office at least ten (10) calendar days prior to the Proposal opening date, or prior to the deadline specified in the "Schedule of Events" provided herein. Questions received less than ten (10) calendar days prior to the Proposal opening, or the deadline specified by the "Schedule of Events" herein, whichever is sooner, may not be answered. Interpretations or

clarifications in response to such questions will be issued in the form of a written addendum transmitted via either fax or email to all parties recorded by the Purchasing Office as having received the Proposal Documents. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made.

7. COSTS AND COMPENSATION

7.1. Costs and compensation shall be shown in both unit prices and extensions whenever applicable, and expressed in U.S. Dollars. In the event of discrepancies existing between unit prices and extensions or totals, the unit prices shall govern.

7.2. All costs and compensation shall remain firm and fixed for acceptance for 60 calendar days after the day of the Proposal opening.

7.3. The price proposal shall include all franchise fees, royalties, license fees, etc., as well as all costs for transportation or delivery as applicable within the scope of the solicitation.

8. PRICES, PAYMENTS, DISCOUNTS & ELECTRONIC PAYMENTS

8.1 **Firm Pricing:** Prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, prices shall be fixed and firm for a period of sixty (60) calendar days, or ninety (90) calendar days when the contract must be approved by another agency. Payment will be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.

8.2 **Prompt Payment Discounts**: Where applicable, offeror is encouraged to provide prompt payment. If no payment discount is offered, the discount shall assume net 30 days. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the *Local Government Prompt Payment Act*, F.S. Chapter 218.

************ *IMPORTANT NOTE***********

8.3 **Payments by Electronic Funds Transfer**: **ALL payments by the City will be made by Direct Deposit (ACH) via electronic funds transfer. No paper checks will be issued after that date. Vendors must register for direct deposit with the City prior to receiving any payments by providing a "City of Tamarac Consent for Direct Deposit" form (ACH Form) to the City's Financial Services Accounting Division. The form may be accessed on the City of Tamarac web-site at http://www.tamarac.org/index.aspx?NID=622. Please contact the Purchasing & Contracts Division at the number shown on this solicitation document herein as the first point of contact for more information.**

9. NON-COLLUSIVE AFFIDAVIT

Each Offeror shall complete the Non-Collusive Affidavit form and shall submit the form with their Proposal. City considers the failure of the Offeror to submit this document may be cause for rejection of the Proposal.

10. PUBLIC ENTITY CRIMES

In accordance with Florida Statutes §287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to 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 Florida Statutes §287.017 for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

11. CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director,

partner, proprietor, associate or agent who is also an officer or employee of City or any of its agencies. Further, all Offerors must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies. Furthermore, bidder shall not enter into any employment relationship with any individual or firm that creates a potential conflict of interest, or may present an opportunity for the inappropriate sharing of inside information or proprietary information related to this bid.

12. PERFORMANCE BONDS AND INSURANCE

Upon award of a contract, the Successful Offeror, as required within the scope of the solicitation, may be required to submit performance bonds and/or payment bonds. Offeror shall provide certificates of insurance in the manner, form and amount(s) specified.

13. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

The following is a summary of documents required to be submitted for this proposal. Failure to include a technical proposal, cost proposal, bid surety (if required below), or any other document that, by its omission, may prejudice the rights of other respondents, may result in immediate rejection of your proposal. Other forms or documents which, by their nature do not impact price or the Offeror's cost of doing business **should** accompany the Proposal; but **must** be provided within three (3) business days of the City's request to be considered responsive.

13.1 Technical Proposal & Work Plan

13.2 Cost Proposal (See "Proposal Form" herein)

13.3 Project schedule which includes a breakdown of estimated hours to be worked by each of your project team members

13.4 Certification Forms

13.5 Offeror's Qualifications Statement Form & References

13.6 Vendor Drug Free Workplace Form
13.7 Non-Collusive Affidavit Form
13.8 Proof of applicable insurance.
13.9 Listing of any Sub-consultants or Subcontractors to be utilized.
13.10 The City reserves the right to request the most recently completed **audited financial statement, or other approved documentation** to verify financial viability.

14. SUBMISSION OF PROPOSALS

14.1 Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Offeror should be initialed.

14.2 All proposals shall be submitted in the English language, and pricing expressed in U.S. Dollars.

14.3 Proposals must contain a manual signature of a corporate officer or designee with the proven authority to bind the firm in matters of this nature. The address and telephone number for any communications regarding the Proposal must be included.

14.4 Proposals shall contain an acknowledgment of receipt of all addenda.

14.5 Proposals by corporations must be executed in the corporation's legal name by the President or other corporate officer, accompanied by evidence of authority to sign. Evidence of authority shall be provided on the enclosed Certified Resolution form, or by the company's own Corporate Resolution.

14.6 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.

14.7 Proposals shall be submitted to the Purchasing Office on or before the time indicated in the Request for Proposals. Proposals shall be submitted in a sealed envelope (faxed proposals will not be accepted under any circumstances). The envelope should be clearly marked on the exterior with the applicable solicitation name and number. The envelope should state the name and address of the Offeror and should be include all documents as specified in the Request for Proposals. Purchasing and Contracts Division staff is not responsible for the premature opening of a Proposal that is not properly addressed and identified.

14.8 In accordance with Florida Statutes, Chapter §119.07(1)(a) and except as

may be provided by other applicable state and federal law, the Request for Proposals and the responses thereto are in the public domain. However, Proposers are requested to specifically identify in the submitted Proposal any financial information considered confidential and/or proprietary which may be considered exempt under Florida Statute §119.07(t).

14.9 All Proposals received from Offerors in response to the Request for Proposals will become the property of City and will not be returned. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of City.

14.10 The Proposer preparing a submittal in response to this RFP shall bear all expenses associated with its preparation. The Proposer shall prepare a submittal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of proposal preparation and/or presentation.

14.11 Electronic Media Submission: The City may require that machine readable information and data, including computer assisted drafting designs (AutoCAD files) be provided by the proposing firm as a part of its submittal. The proposing firm shall not be liable for claims or losses arising out of, or connected with, modification by the City, or anyone authorized by the City, decline of accuracy or readability of data due to storage or obsolescence of equipment or software, any use by the City or anyone authorized by the City, of such data for additions to projects except as authorized in writing by the proposing firm.

14.12 The City reserves the right to charge a non-refundable fee for the purchase of a solicitation document, and / or for project plans related to the solicitation. Such requirement will be specified on the cover page of this document if it is applicable to this solicitation. Payment of such fee to the City shall be required in order for a bidder to be considered for the award of an agreement as a result of this solicitation.

15. MODIFICATION AND WITHDRAWAL OF PROPOSALS

15.1 Proposals may be modified or withdrawn by a duly executed document signed by a corporate officer or other employee with designated signature authority. Evidence of such authority must accompany the request for withdrawal or modification. The request must be delivered to the Purchasing Office at any time **prior** to the deadline for submitting Proposals. Withdrawal of a Proposal will not prejudice the rights of an Offeror to submit a new Proposal prior to the Proposal opening date and time.

15.2 If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed, written notice with the Purchasing Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal, but the intended correct Proposal is not similarly evident, Offeror may withdraw its Proposal and any bid security will be returned. Thereafter, the Offeror will be disqualified from further bidding on the subject Contract.

16. REJECTION OF PROPOSALS

16.1 To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular

and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

16.2 City reserves the right to reject the Proposal of any Offeror if City believes that it would not be in its best interest of to make an award to that Offeror, whether because the Proposal is not responsive, the Offeror is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of the solicitation.

17. QUALIFICATIONS OF PROPOSERS

17.1 Proposals will be considered from firms normally engaged in providing the service requested. The proposing Firm must demonstrate adequate experience, organization, facilities, equipment and personnel to ensure prompt and efficient service to the City of Tamarac. The City of Tamarac will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject proposals where evidence submitted, or investigation and evaluation, indicates inability of a firm to perform.

17.2 Each Offeror shall complete the Offeror's Qualifications Statement and submit the form with the Proposal. Failure to submit the Offeror's Qualifications Statement and the documents required thereunder may constitute grounds for rejection of the Proposal.

17.3 As a part of the evaluation process, the City may conduct a background investigation including a criminal record check of Proposer's officers and/or employees, by the Broward County Sheriff's Office. Proposer's submission of a proposal constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Proposer's qualifications.

17.4 No proposal shall be accepted from, nor will any contract be awarded to, any person who is in arrears to City for any debt or contract, who is a defaulter, as surety or otherwise, of any obligation to City, or who is deemed irresponsible for unreliable by City. City will be the sole judge of said determination.

17.5 The City reserves the right, before recommending any award, to inspect the facilities, equipment and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions.

17.6 Employees of the Proposer shall at all times be under its sole direction and not an employee or agent of the City. The Proposer shall supply competent and physically capable employees. The City may require the Proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

18. INSURANCE

18.1 Offeror agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Offeror, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

18.2 Offeror shall obtain at Offeror's expense all necessary insurance in such form and amount as required by this proposal or by the City's Risk Manager before beginning work under this Agreement. Offeror shall maintain such insurance in full force and effect during the life of this Agreement. Offeror shall provide to the City's Risk Manager current

certificates of all insurance required under this section prior to beginning any work under this Agreement.

18.3 Offeror shall indemnify and save the City harmless from any damage resulting to it for failure of either Offeror or any Sub-Offeror to obtain or maintain such insurance.

18.4 The following are required types and minimum limits of insurance coverage, which the Offeror agrees to maintain during the term of this contract:

Line of Business/ Coverage	**Occurrence**	**Aggregate**
Commercial General Liability	**$1,000,000**	**$1,000,000**
Including:		
Premises/Operations		
Contractual Liability		
Personal Injury		
Explosion, Collapse, Underground Hazard		
Products/Completed Operations		
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
Automobile Liability	**$1,000,000**	**$1,000,000**
Workers' Compensation & Employer's Liability	**Statutory**	

18.5 The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

18.6 Neither Offeror nor any Sub-Offeror shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Offeror will ensure that all Sub-Offerors will comply with the above guidelines and will maintain the necessary coverages throughout the term of this Agreement.

18.7 All insurance carriers shall be rated at least A-VII per Best's Key Rating Guide and shall be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.

18.8 The Offeror's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Offeror's Workers' Compensation carrier will provide a Waiver of Subrogation to the City.

18.9 The Offeror shall be responsible for the payment of all deductibles and self-insured retentions. The City may require that the Offeror purchase a bond to cover the full amount of the deductible or self-insured retention.

18.10 If the Offeror is to provide professional services under this Agreement, the Offeror must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of $1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable only for Professional Liability.

18.11 The Successful Offeror agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of City.

19. INDEMNIFICATION

19.1 GENERAL INDEMNIFICATION: Consultant shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Consultant, any sub-Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation,

or infringement of patent rights by Consultant in the performance of the Work; or c). liens, claims or actions made by the Consultant or any sub-consultant under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by the Consultant.

19.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

19.3 The Consultant shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

19.4 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Consultant under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

20. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

21. DELIVERIES

Any item requiring delivery by the Offeror or by sub-contractors shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the bid price. If delivery of an item is required, the City reserves the right to cancel the delivery order(s) or any part thereof, without obligation if delivery is not made at the time specified in the proposal.

22. WARRANTIES

22.1 Successful Offeror warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Successful Offeror is a party.

22.2 Successful Offeror warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to

perform its obligations under the Contract.

22.3 Successful Offeror warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

22.4 All warranties made by Successful Offeror together with service warranties and guarantees shall run to City and the successors and assigns of City.

23. CONDITIONS OF MATERIAL

All materials and products supplied by the Offeror in conjunction with this proposal shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Bidder at no cost to the City.

Successful Offeror shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

24. COPYRIGHTS OR PATENT RIGHTS

The Offeror warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

25. SAFETY STANDARDS

The Proposer warrants that the product(s) supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

26. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

27. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Consultant and its sub-consultants shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Consultant will take affirmative action to ensure that employees and those of its sub-consultants are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; 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 Consultant and its sub-consultants shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Consultant further agrees that he/she will ensure that all sub-consultants, if any, will be made aware of and will comply with this nondiscrimination clause.

28. CLARIFICATION & ADDENDA

Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Detailed Specifications outlined in this bid, the Special Conditions and/or the Detailed Specifications shall prevail.

The Proposer shall examine all proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. If, upon review, any material errors in specifications are found, the Proposer shall contact the Purchasing Office immediately. Any inquires, suggestions, requests concerning clarification, or requests for additional information shall be submitted in writing to the

Purchasing and Contracts Manager.

The City of Tamarac reserves the right to amend this bid prior to the Proposal due date indicated by written addenda. Written addenda shall serve as the sole means of clarification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

****** SPECIAL NOTE -- Addendums will only be issued electronically through the City's web-site. Vendors will be notified of the availability of new solicitations and addendums via e-mail or text message (per the vendor's choice). It is essential that all vendors receiving a bid or proposal either download the document from the City's web-site, or register as a plan holder. All bidders / proposers must visit http://www.tamarac.org/bids.aspx, and select the "NOTIFY ME" icon. This action will take the bidder/proposer to the "Notify Me" page. Once on the "Notify Me" page, enter the appropriate e-mail address to which notifications of solicitations and addendums should be sent. Bidders and proposers may also request notification by text message at this time. Upon completion of this process, a confirming e-mail will be sent to the individual who registered. You must click on the link provided to confirm registration for solicitation documents and addendums. Regardless of the means of transmission of an Addendum it is the responsibility of the bidder or proposer to insure that they have received all addendums issued for a solicitation prior to submitting a response.******

29. TAXES

Successful Offeror shall pay all applicable sales, consumer use and other similar taxes required by law.

30. PERMITS, FEES AND NOTICES

Successful Offeror shall secure and pay for all permits and fees, licenses and charges necessary for the proper execution and completion of the work, if applicable. The costs of all permits, fees, licenses and charges shall be included in the Price Proposal except where expressly noted in the specifications.

31. PERFORMANCE

Failure on the part of the Offeror to comply with the conditions, terms, specifications and requirements of the bid shall be just cause for cancellation of the proposal award. The City may, by written notice to the Proposal, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

32. TERMINATION FOR CAUSE AND DEFAULT

In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Successful Offeror neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by of written notice of such neglect or failure.

33. TERMINATION FOR CONVENIENCE OF CITY

This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Successful Offeror for such termination in which event the Successful Offeror shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Successful Offeror abandons this Agreement or causes it to be terminated, the Successful Offeror shall indemnify the city against loss pertaining to this termination.

34. FUNDING OUT

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

35. RECORDS / AUDITS

35.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

35.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

35.1.2 Provide the public with

access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

35.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

35.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

35.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce any available contract remedies in force including termination of the Agreement.

35.3 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

36. ASSIGNMENT

36.1 Successful Offeror shall not assign, transfer or subject the Contract or its rights, title, interests or obligations therein without City's prior written approval.

36.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and City may, at its discretion, cancel the Contract. All rights, title, interest and obligations of Successful Offeror shall thereupon cease and terminate.

37. EMPLOYEES

37.1 Employees of the successful Contractor shall at all times be under its sole direction and not an employee or agent of the City. The Contractor shall supply competent and physically capable employees. The City may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Bidder shall be responsible to the City for the acts and omissions of all employees working under its directions.

37.2 **Unauthorized Aliens:** The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this RFP. This applies to any sub-contractors used by the Contractor as well

38. TAXES

The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

39. GOVERNING LAW:

The laws of the State of Florida shall govern this Agreement. Venue shall be Broward County, Florida.

40. FORM AGREEMENT DOCUMENT

The City may attach as a part of this solicitation, a Form Agreement document. Proposers shall be responsible for complying with all of the terms and conditions of the Form Agreement document if included herein, except where variant or conflicting language may be included in any Special Conditions contained herein. Proposers shall note any deviation or variance with the

Form Agreement document at the time of bid submission.

41. OTHER GOVERNMENTAL ENTITIES

If a Proposer is awarded a contract as a result of this RFP, Proposer will, if Proposer has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the Invitation for Bid and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.

42. UNBALANCED PROPOSAL PRICING

When a unit price proposed has variable or estimated quantities, and the proposal shows evidence of unbalanced proposal pricing, such proposal may be rejected.

43. INFORMATION REQUESTS AFTER DUE DATE

Pursuant to Florida Statute Chapter 119, Section 071 (1), sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §119.071(1) (b) (2), or within 30 days after bid/proposal opening, whichever is earlier.

44. OWNERSHIP OF PRELIMINARY AND FINAL RECORDS

All preliminary and final documentation and records shall become and remain the sole property of the City. The awarded firm shall maintain original documents thereof for its records and for its future professional endeavors and provide reproducible copies to the City. In the event of termination of the agreement the proposing firm shall cease work and deliver to the City all documents (including reports and all other data and material prepared or obtained by the awarded firm in connection with the project), including all documents bearing the professional seal of the firm. The City shall, upon delivery of the aforesaid documents, pay the firm and the firm shall accept as full payment for its services thereunder, a sum of money equal to the percentage of the work done by the firm and accepted as satisfactory to the City.

45. BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

46. CONTINGENT FEES PROHIBITED

The proposing firm must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

47. PROHIBITION AGAINST LOBBYING

During the solicitation of any bid or proposal, any firm and its agents, officers or employees who intend to submit, or who have submitted, bids or proposals shall not lobby, either individually or collectively, any City Commission members, candidates for City Commission or any employee of the City. Contact should only be made through regularly scheduled Commission meetings, or meetings scheduled through the Purchasing and Contracts Division for purposes of obtaining additional or clarifying information. Any action, including meals, invitations, gifts or gratuities by a submitting firm, its officers, agents, or employees shall be within the purview of this prohibition and shall result in the immediate disqualification of that firm from further consideration.

During a formal solicitation process, contact with personnel of the City of Tamarac other than the Purchasing and Contracts Manager or designated representative regarding any such solicitation may be grounds for elimination from the selection process. *(Reference: Tamarac Procurement Code Section 6-156.)*

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V. SPECIAL CONDITIONS

1. PERFORMANCE BASED CONTRACTING

1.1 Satisfactory Service Required

The City of Tamarac) has embraced the concept of Performance Based Contracting. Under this model of Performance Based Contracting, the City desires to enter into a partnering agreement with the successful contractor. A partnering agreement provides is an agreement that provides mutual benefits for both the City and the successful Contractor. Satisfactory performance under this type of agreement will result in the City's exclusive use of the contractor for all contractual purchases for the full period specified as the contract term. Unsatisfactory performance by the Contractor shall result in the Contractor's loss of exclusivity. If, in the sole judgment of the City, the contractor is not providing satisfactory service, the exclusive contractual relationship between the City and the Contractor may be terminated, without penalty, by the City at any time after it has purchased the guaranteed volume of goods or services as specified in the Specifications/Statement of Work herein. The principle of Performance Based Contracting, however, does not negate the right of the City to terminate the contract under the standard terms and conditions covering "contract termination" herein. Specific provisions for a Performance Based Contract are as follows:

1.1.1 The City of Tamarac guarantees that as long as the Contractor has not breached this Agreement, the Contractor shall be guaranteed an exclusive business relationship with the City for a minimum period of six (6) months.

1.1.2 Upon passage of the guaranteed contract period, this Agreement shall continue to remain in force, however future exclusivity under the Agreement shall be contingent on the successful performance of the Contractor in accordance with the specifications contained herein. The City shall continue to utilize the Contractor exclusively, for the needs enumerated herein, if it is determined that the Contractor is providing satisfactory performance under the Agreement. Satisfactory performance shall be defined as follows:

1.1.3 Successful adherence to the requirements of this Agreement and successful completion of all tasks required under the specifications in a manner which is acceptable to the City.

1.1.4 The successful Contractor shall provide a level of service which shall lead to optimal agency satisfaction. Complaints, including but not limited to poor service, unacceptable follow-up, disputes relating to invoice processing, etc. shall constitute unsatisfactory performance. More than three (3) complaints per month will prompt a review of the Contractor's performance, and may result in cancellation of the exclusivity provision contained herein.

1.1.5 Contract Report Card: The City shall formally evaluate the Contractor on an ongoing basis during the term of the Agreement. The City shall request City employees to serve on an evaluation panel during the contract term. Each employee will evaluate the Contractor using a "Contract Report Card" evaluation document, which will survey the Contractor's level of service. Evaluation criteria for the "Contract Report Card" will be developed by the City, with input from the Contractor. The City will periodically meet with the Contractor to discuss the results of the "Contract Report Card" evaluation for that period. A sample Contract Report Card is included as part of this bid document.

1.2 Use of Supplemental Agreements

The City reserves the right to award additional agreements for the Printing and Distribution of City of Tamarac Publications upon attainment of the minimum contractual guarantee. Awards may be made under this solicitation for a period of one-hundred eighty (180) days following the opening of bids, subject to mutual agreement between the City and the applicable contractor. The City shall attempt to award supplemental agreements to bidders in a sequential fashion, beginning with the lowest priced responsive and responsible bid. If supplemental bidder(s) is unwilling or unable to maintain pricing during the one-hundred eighty day period, then the City may award to the next higher responsive supplemental bidder. The award of subsequent additional agreements under this solicitation could be required based on changes to the City's requirements, or if the original contractor fails to perform within the expectations of the City. Please note that additional awards shall not be made until the minimum contractual guarantee has been met, unless the original contractor is defaulted for non-performance during that period. Based upon successful performance, the full contract period shall be three (3) years, with two (2) additional two (2) year options to be exercised at the discretion of the City.

2. ASSIGNMENT OF CONTRACT

Neither this contract, nor any portion thereof, shall be assigned, except by formal approval of the City Commission. No such approval will be construed as making the City a part of or to such assignment, or subjecting the City to liability of any kind to any assignee. No subcontract or assignment shall, under any circumstances, relieve the Contractor of liability and obligation under this contract, and despite any such assignment, the City shall deal through the Contractor only. However, if the company is sold during the life of the contact, the buying agent must provide the City with a letter signed by an officer of the new owner that can legally bind the company, stating that they will continue to perform the requirements of the contract under all the terms, conditions, and specifications so stated in the contract.

3. SUBMITTALS

Contractor shall submit all required forms and documents as required by this proposal including but not limited to samples, and insurance certificates within 15 days from the Award.

4. PAYMENT

Payment will be made monthly for work that has been completed, inspected and properly invoiced. Invoices must bear the City's purchase order number(s). Payments shall be made pursuant to the requirements of the Local Government Prompt Payment Act, F.S. Chapter 218.

5. CONTRACT DOCUMENTS

The contract documents shall consist of the Standard Form of Agreement, Bid Proposal executed and submitted by the Contractor, specifications (where applicable), any addendums or change orders, bond(s), insurance certificate(s), and the City Resolution awarding the bid.

6. ESTIMATED QUANTITES

The quantities shown herein are estimated quantities based on historic and anticipated usage requirements, and represent the best estimate of the City for required quantities. The City may order quantities that are less than the estimated quantities shown herein. The contract issued as a result of this solicitation shall be for the actual quantities purchased.

7. UNCONTROLLABLE CIRCUMSTANCES

7.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

7.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

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VI. STATEMENT OF WORK

A. SCOPE OF PROPOSAL

The City of Tamarac is seeking Proposals from qualified firms to provide printing and distribution of Tamarac Publications as well as various creative service to include the Tamarac Resident News Magazine (Tam-A-Gram), which is a 24 page full-color publication, other various publications that may be required throughout the year, as well as mailing list development and maintenance in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). The Contractor may be called upon to design and layout (including text and photos) various print and digital publications on an as-needed basis. This proposal outlines Required Items and As-Needed Items. The publications that are listed under "Required Items" are publications that the City puts out on a regular schedule and they will be guaranteed through this contract. "As-Needed Items" are publications that the City may print, based on the needs of the City. Additionally the City may request the contractor to provide high resolution photography and industrial videography/video editing.

Required Items:

Definition of **Required Items:** The City publishes these items on a regular schedule during the contract period, and these items are guaranteed to be ordered during the contract period; however, the quantities ordered will be subject to the terms of Part V "SPECIAL CONDITIONS", Section 6 "ESTIMATED QUANTITIES" herein.

Tam-A-Gram

The **Tam-A-Gram** is a full color 24-page self-cover magazine currently published 4 times per year. 37,000 copies are printed of each issue. Of the 37,000 copies printed per issue, over 35,000 copies (give or take, based on the most up to date mailing/distribution list available) are to be addressed and mailed to the residents and businesses of the City of Tamarac; the remaining balance, after mailing, are to be delivered to the Public Information Office located in City Hall. The Contractor shall be responsible for printing, mailing and delivery of publication.

Water Quality Reports

Water Quality Reports are published on an annual basis and mailed to residents throughout Tamarac. Each printing is for 17,500 reports (give or take, based on the most up to date mailing/distribution lists available). There are two versions, 16,000 mailed to the west and 1,500 to the east side of the City. Any remaining balance is to be delivered to the Water Treatment Plant located at 7803 NW 61st Street. The City will work with the Contractor to ensure the correct addresses are used. The Contractor shall be responsible for printing, mailing and delivery of publication.

As-Needed Items:

Definition of **As-Needed Items:** These items may be printed at some point during the contract term. They will only be printed based on the specific needs of the City and any quantities will only be ordered under this Agreement if the item is required by the City during the contract term. Pricing for these items shall be maintained as stated in Part VI. STATEMENT OF WORK, Section D "INTENT, DURATION AND PRICING", Paragraph 5.

The Tam-A-Gram Extra

The **Tam-A-Gram Extra** is published on an as-needed basis. Each publication is for approximately 37,000 copies. Of the 37,000 copies per issue, over 35,000 copies (give or take, based on the most up to date mailing/distribution list available) are to be addressed and mailed to the residents and businesses of the City of Tamarac; the remaining balance after mailing are to be delivered to the Public Information Office located in City Hall. The Contractor shall be responsible for printing, mailing and delivery of publication.

Post Cards

Post cards are published on an as-needed basis. One type of post card is for the City's annual, per District, "Neighborhood Meetings." There are four (4) Commission Districts in the City of Tamarac for a total of four (4) potential post cards per year. The contractor must be able to break down Tamarac's boundaries and addresses by Commission District and mail each post card to the specified Commission District. The number of residents and businesses varies by districts; however typical mailing will be between 7,000 – 10,000 addresses. An additional 300 of each post card should be printed and delivered to the Public Information Office located in City Hall. The Contractor shall be responsible for printing, mailing and delivery.

Flood Insurance Program

The **Flood Insurance Program** pamphlet is published bi-annually and is inserted into the April/May/June and October/November/December Tam-A-Grams. 37,500 reports are to be printed and inserted (saddle-stiched) into the 37,000 printed Tam-A-Grams; the remaining 500 will be delivered to the Building Department, located at 6001 Nob Hill Road. The Contractor shall be responsible for printing and inserting the publication into the Tam-A-Gram and delivery of publication.

Tri-Fold Brochure

The miscellaneous **tri-fold brochures** are to be published on an as-needed basis. Each publication will range in quantities from 500 - 5,000 brochures. Brochures are to be delivered [in bulk] to specific locations throughout the City depending on originating Department. The Contractor shall be responsible for printing, mailing and delivery of publication.

Banners

Outdoor vinyl pole banners will be printed on an as-needed basis. Banner quantity to be 50 (give or take based on the City's needs at the time). Contractor shall be responsible for printing and delivery of banners to the specified City location at the time of order.

Backlit Display Panels (Duratrans)

Backlit display panels are printed on an as-needed basis. Contractor shall be responsible for printing and delivery of panels to the specified City location at the time of order. Duratrans or comparable product will be accepted.

Optional Items:

Definition of **Optional Items:** Pricing for optional items will not be considered for comparative purposes when determining pricing scores. These items are not guaranteed to be printed during the contract period, and are provided as a convenience for the City. These items shall only be used when the City determines there is a need to print the item. Additionally, the City reserves the right to utilize other contracts or sources for Optional Item purchases, whichever is in the best interest of the City. Pricing for these items shall be maintained as stated in Part VI. STATEMENT OF WORK, Section D "INTENT, DURATION AND PRICING", Paragraph 5.

Sundial

This is currently not being printed externally. **The Sundial** is a four color self-cover newsletter currently published 6 times per year. 500 copies are printed of each issue. All the copies are to be delivered to the Public Information Office located in City Hall. The Contractor shall be responsible for printing and delivery of publication.

Tamarac At-A-Glance Brochure

Not currently being printed but may print a revised version of the **At-A-Glance** brochure in the future. This brochure is approximately 46 pages plus cover and the quantity would be around 15,000.Contractor shall be

responsible for printing and delivery of publication to the Public Information Office at City Hall.

New Resident Pocket Folder

Optional item the City may need to print on an as-needed basis. The 9x12 **Pocket Folders,** 2 pockets, 4" with card slit on one side, given out to new residents. Quantity printed between 4,000 and 5,000 per order. Contractor will be responsible for printing and delivery of publication to the specified City location.

City Manager Note Cards

City Manager Note Cards are an optional item the City may need to print on an as-needed basis. Quantity printed 250 (give or take based on the City's needs at the time). The note cards include an envelope and folded card with an imprinted full color city logo. Contractor shall be responsible for printing and delivery of note cards to the Public Information Office at City Hall.

Budget Book

Optional item that is printed yearly; the **Budget Book** is 9x11, 255 pages (give or take) plus cover, blue comb bound book. Quantity printed is 20. The Contractor shall be responsible for printing and delivery of Books to the Finance Department located in City Hall.

CAFR

Optional item that is printed yearly; the **CAFR** is 9x11, 165 pages (give or take), plus cover, comb bound book. Quantity printed is 60. The Contractor shall be responsible for printing and delivery of Books to the Finance Department located in City Hall.

Still Photography/Videography/Video Editing

Optional item the City may use if specific services are needed. Please note that this is a service to be provided for the convenience of the City. The City reserves the right to utilize other contractors to provide specific still photography, videography and video editing services dependent on the scope and nature of projects required.

B. SCOPE OF SERVICES

Please note sizes listed are the typical sizes for the listed publications. They are intended for competitive analysis, however they may change depending on the final design of the publication.

Required Items:

Tam-A-Gram
Item 1: 24 pages, self-cover, full color, with bleeds and a finished size 8 ½" x 11" on 70 # coated text and saddle stitched binding.

Water Quality Reports
Item 1 (typical size/designs; specifications may change depending on the final design of the publication): 4 pages full color with bleeds and a finished size of 5.5"x8.5" (11" x 17" folded to 8.5" x 11" and folded again to 5.5" x 8.5") on 70# coated text.

As-Needed Items:

Tam-A-Gram Extra
Item 1 (typical size/designs; specifications may change depending on the final design of the publication): 4 pages full color with bleeds and a finished size 8 ½" x 11" on 70# coated text.

Postcards
Item 1 (option): 6" x 9", 4/4. 10 pt. c2s card, with bleeds.
Item 2 (option): 6" x 9", 2/2. 10 pt. c2s card. (no bleeds).

Flood Protection Pamphlet
Item 1: 4 pages, 1 color (1/1), 11"x"17 folded to 8.5"x 5.5" on 20# bond paper. Flood Protection Brochure is inserted into the Tam-A-Gram twice yearly, in the April/May/June and October/November/December issues.

Miscellaneous Tri-fold brochures
Item 1: 1 page, full color, with bleeds, with a finished size of 3.67" x 8.5" on 80 # gloss.
Item 2 (option): 1 page, 1 color (1/1), with a finished size of 3.67" x 8.5", on 20# bond color paper. (No bleed.)

Banners
Item 1: 29" x 96" outdoor vinyl pole banners, full color (same image both sides). Stock: 18 oz. blockout banner material with 3" pole pocket holes on top & bottom and 4 grommets. Trim to 29" x 96"; hem banners and affix 4 grommets.

Backlit Display Panels (Duratrans)
Item 1: 4/0 process, trim to size 27.5" x 77," Duratrans or comparable backlit panel.

Optional Items:

Sundial
Item 1: 4 pages, 4 color (4/4), with a finished size of 8 ½" x 11" on 20 # bond with saddle stitched binding. (No bleed).
Item 2 (option): 8 pages, 4/4, with a finished size 8 ½" x 11" on 20 # bond with saddle stitched binding. (No bleed).

Tamarac At-A-Glance Brochure
Item 1: 5.5 x 8.5 (folded), formatted from 8.5 x 11 Word document; saddle-stitched. Margin formatted by letter for easy search. 4 color cover over black and white interior pages, cover bleed. 100# gloss cover, paper weight 70#.

New Resident Pocket Folder
Item 1: 9x12 pocket folder, 2 pockets, 4" with card slit on one side, 4 color (4/0). 12 pt card stock, coated.

City Manager Note Cards
Item 1: White classic A2 envelope 24# Avon, Linen with imprinted full color City logo and return address.
Item 2: Note cards, panel folder, Avon white classic Linen, 5.5 x 8.5 80 # cover with full color City logo. Center folded at 4 - 1/4.

Budget Book
Item 1: 9x11 comb bound book, 200 black & white pages and 55 color (4/4) pages (approximate),15 tabs laminated, printed double-sided 8.5x11 80# gray fiber cover soft; 5 mil. laminated 4 color (4/0) front cover and laminated blank back cover. 8.5x11 60# Hammermill laser text inside pages.

CAFR
Item 1: 9x11, comb bound book, 140 black & white pages and 25 color (4/4) pages (approximate), 8 tabs, printed double-sided 8.5x11 80# gray fiber cover soft – clear mylar; 5 mil. laminated 4 color (4/1) front cover and laminated blank back cover. 8.5x11 60# Hammermill laser text inside pages.

Still Photography/Videography/Video Editing
Still photography includes high resolution images of events, people or locations to be provided on portable memory drive. Videography services include video shooting as directed by the City, whose representative shall act as the producer and director of such engagements. Contractor shall provide all materials, equipment and labor necessary to film/shoot events as directed by the City. The City requires that the contractor provide at least industrial quality video, for use in an institutional or industrial setting, but not necessarily of commercial broadcast quality for television transmission. The City may request in some situations, if available, broadcast quality videography. All video will be delivered to the City on portable memory drive.

Video editing will be directed and produced by City staff, who may travel to contractor's editing facility to provide specific production direction of the editing process.

Still photography, videography and video editing shall be quoted at an all-inclusive hourly rate, or as a day-rate, which shall be equal to an eight (8) hour period of continuous videography or editing.

C. SERVICES TO BE PROVIDED

1. Frequency of Publication, Ink color, Binding & Folding

Required Items:

Tam-A-Gram
- 37,000 copies per issue.
- Issues 4 Times per Year (January / April / July/ October)
- Full color, 4/4.
- Not folded for mailing. Saddle stitched.

Water Quality Reports
- 17,500 copies per issue.
- Printed once a year.
- Full color, 4/4.
- Folded to 8.5"x5.5" for mailing. Overprints will be delivered to the City folded.

As-Needed Items:

Tam-A-Gram Extra
- 37,000 copies per issue.
- Will vary depending on needs of the City. Not to exceed 4 prints a year.
- Full color, 4/4.
- Folded to 8.5"x 5.5" for mailing. Saddle stitched. Overprints will be delivered to the City without being folded.

Postcard
- Between 2,000 – 10,000 copies per card.
- Will vary depending on needs of the City. Not to exceed 24 prints a year.
- Will vary depending on project. Possible color combinations are full color (4/4) and 2 color (2/2).

- No binding/folding required.

Flood Protection Program Pamphlet
- 37,500 copies per issue.
- Printed twice a year.
- 1 color (1/1).
- Folded to 8.5"x5.5". Overprints will be delivered to the City without being folded.

Miscellaneous Tri-fold brochures
- Between 500 - 5,000 copies per brochure.
- Will vary depending on needs of the City.
- Will vary depending on project. Possible color combinations are full color (4/4) and 2 color (2/2).
- Folded to 3.67"x8.5". All documents will be delivered folded to the City.

Banners
- Approximately 50 copies per banner.
- Will vary depending on needs of the City.
- Full color 4/4 process (same image on both sides)
- No binding/folding required
- Trim to 29" x 96"; hem and affix 4 grommets

Backlit display panels (Duratrans)
- Approximately 2 panels per order.
- Bi-monthly to quarterly
- 4/0, full color process
- Rolled with slip sheets between panels
- Transparent, light-diffusing to fit into backlit standard
- Trim to size 27.5" x 77"
- Designed to not warp or melt when in use in standard 110V-120V powered backlit display units

Optional Items:

Sundial
- 500 copies per issue.
- Issues 6 Times per Year (January / March / May / July / September / November)
- Full color, 4/4
- Not folded for mailing. Saddle stitched.

Tamarac At-A-Glance Brochure
- 15,000 copies.
- Will vary depending on needs of the City.
- 4/1 (four color cover over b/w interior pages); cover bleed.
- Folded to 5.5 x 8.5, saddle-stitched

New Resident Pocket Folder
- 4,000 – 5,000 copies per order.
- Will vary depending on needs of the City.
- Color 4/0.
- Folds to 9x12 with glued 4" pocket on each side and on card slit.

City Manager Note Cards

- Approximately 250 cards per order.
- Will vary depending on needs of the City.
- 4/0, full color City logo
- Note cards center folded at 4 – ¼.

Budget Book

- 20 printed and bound copies.
- Optional to print yearly.
- Color 4/0 front cover, 55 color 4/4 pages, 200 2-sided black & white pages (approximate)
- 15 laminated and printed 1/1 grey tabs.
- Comb binding, diameter 7/8 navy blue combs with white imprint.

CAFR

- 60 printed and bound copies.
- Optional to print yearly.
- Color 4/1 front cover, 25 color 4/4 pages, 140 2-sided black & white pages (approximate)
- 8 laminated and printed double-sided grey tabs – blue ink.
- Comb binding, diameter 7/8 navy blue combs with white imprint.

Still Photography/Videography/Video Editing

- Will vary depending on needs of the City.
- Will be required on an as needed basis in hourly or daily increments. A full day rate shall be calculated based on an eight (8) hour day.

2. Photos

Photos will be provided by the City in a digital format (.jpg and/or .tif files). Print and digital high resolution photography may be requested of the contractor to include images of events, people or locations.

3. Delivery

Printer will be responsible to mail at a bulk postage rate a quantity as listed in other areas of this RFP at a United States Post Office with delivery of remaining copies to the City. The Contractor is responsible for preparing and maintaining mailing list for all publications mailed city-wide except where otherwise noted. When the City requests items to be provided "List, Mailing & Delivery to Ft. Lauderdale post office", "List" is defined as all deliverable resident/business addresses within the City's boundaries. In such cases, the City will provide a map for the successful vendor however; the City will not provide a specific listing of residential and commercial occupants. Each vendor will be responsible for obtaining specific address information lists using their own resources. Vendor will also be responsible for breaking down the City addresses by Commission District. The vendor must also be able to deliver the mailing list(s) to the City in electronic format as requested.

4. Format

All documents listed in this RFP are currently designed in Adobe InDesign in PC format. Any documents/publications that the contractor may produce must be in a format that will be readable by the City. All publications become the property of the City.

5. Postage

Postage charges will be billed to the City and the Contractor will be responsible for the payment of said charges to the United States Post Office.

6. Quality Assurance

8.1 The City will not pay for color corrections and minor typographical errors found in the proofs. All proofs shall be provided to the City at no cost to the City.

8.2 The City's Public Information Office representative, or other designee, must be able to perform a "press check" of the various publications on an as-needed basis.

8.2 Each edition of each publication shall exhibit excellent quality, shall be easy to read. Text shall be clear and crisp, free from streaks, smears, discolorations, poor assembly, poor paper quality, etc., and photographs and clip-art shall also be clear and crisp. Publications shall be free from significant typographical errors.

8.3 Successful Contractor shall be timely in meeting all required deadlines as determined by mutual agreement with the City. Deadlines shall include, but not be limited to, pre-press work and typesetting, creation of proof, correction of proof (s), final production of printed pieces, and final delivery to the Post Office. The contractor shall not be responsible for delays resulting from delayed processing by the City.

7. **Recycled Stock**

The City desires to have the option of printing publications on recycled paper. Please include in this Proposal your options for recycled paper and provide pricing / up-charges as well (if stock is available for the particular publication). Please indicate on the Proposal Form if a recycled stock option is available, as well as the appropriate price up-charge or deletion

8. **Design Services**

The City may require that the Contractor be able to provide design services for the various publications listed, or for other items, as needed. Contractor should provide an hourly design rate in their proposal.

D. INTENT, DURATION AND PRICING

1. It is the intent of the City of Tamarac to select one Contractor to print, address, deliver and mail the aforementioned publications and also provide other creative services to include layout and design of print and digital publications. The objectives are to obtain the best quality publications while minimizing the cost to the City. On occasion, Contractor may be called upon to provide design and layout (including photos and text).

2. The initial contract period shall be for three (3) years based upon successful performance by the Contractor. The Contractor, however, shall initially contract exclusively with the City for a guaranteed period of six (6) months. The Contractor shall be evaluated by City personnel during this time period. During the initial six (6) month period, the contactor shall enjoy an exclusive contract relationship with the City. Upon completion of the initial six (6) month period, however, unsatisfactory performance by the Contractor shall result in the loss of exclusivity. Satisfactory performance will result in the Contractor maintaining its exclusive right to perform the requirements of this Agreement for additional six (6) month terms until the completion of the full three (3) year term.

3. Renewal Options: Upon completion of the first full three (3) year period, the City reserves the right to renew the Contract for two (2) additional two (2) year periods based on the successful Contractor agreeing to the same terms and conditions and by giving written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the Contract amount. Contract renewal will be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City. The ongoing performance evaluation process will continue during any renewal periods for the life of the Agreement.

4. The period of the contract for the publications shall commence within thirty (30) days of the selection and award by the City Commission of the contract, with an initial exclusive term of 180 days. Based on the satisfactory performance of the Contractor, the term may continue for a period of up to three (3) years, with up to two (2) additional renewals for (2) year periods pending a mutual agreement between the City and the vendor, and an ongoing review by the City in accordance with the provisions of section V.1, "Special Conditions", "Performance Based Contracting" as enumerated herein.

5. Prices, terms and conditions shall remain firm throughout the full three (3) year initial term of this Agreement unless modified or canceled in accordance with the provisions of this Proposal. Upon expiration of the initial term of the Agreement, pricing for subsequent renewal periods may be adjusted on the anniversary date of the Agreement in accordance with the then current Miami Urban Consumer Price Index (CPI), which shall apply to actual costs. During the initial three (3) year term of the Agreement, a pass-through allowance will ONLY be allowed in the event of an increase of postal rates by the U.S. Postal Service. No additional cost increases will be permitted during the initial term. Under no circumstance will the Contractor be entitled to any price adjustments for additional profit during the life of the agreement.

E. INFORMATION FOR COMPLETING PROPOSAL FORM

1. **Explanation of Proposal Forms**
The use of the Proposal Forms or copies thereof is required of all proposers. No Proposal will be considered without amounts being placed on these forms. If the Contractor is unable to meet or exceed the requirements specified, the phrase "No Proposal" should be entered for that particular item.

The City reserves the right to eliminate any individual service contained in the RFP if, based on analysis, the fees for providing the service are excessive or if the service proposed can be performed in an alternative manner.

2. **Completion of Proposal Forms**
All Proposers are requested to complete the form "Proposal Form for Printing & Distribution of City of Tamarac Publications", attach the requested forms, reports and exhibits and return the package to the City in accordance with the instructions in "General Terms and Conditions".

3. **Contract**
The City intends to enter into a formal Contract with the awarded Contractor that will incorporate all provisions of the RFP.

VII. PROPOSAL SELECTION

The City Manager will appoint an Evaluation and Selection Committee to review Proposals. The City reserves the right to select the Proposer, who represents the best value, and to accept or reject any proposal submitted in response to this solicitation. The City's Evaluation and Selection Committee will act in what they consider to be the best interest of the City and its residents.

Price shall not be the sole determining factor for selection, as indicated in the following section.

VIII. EVALUATION OF PROPOSALS

A. EVALUATION METHOD AND CRITERIA

A Selection/Negotiation Committee will be appointed by the City Manager and will be responsible for selecting the most qualified firm. The Proposers with the highest-ranked submittals may be short-listed, and may be asked to make a detailed presentation of their product/service to the Evaluation and Selection Committee.

After presentations, firms will be assigned a final score, with the highest-ranked firm moving forward to the negotiation phase. Upon successful negotiation, a recommendation for award will be considered by the City Commission. No work on this project shall proceed without written

authorization from the City of Tamarac.

The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate such negotiations and begin negotiations with the next selected Proposer. No Proposer shall have any rights against the City arising from such negotiations.

The City's evaluation criteria may include, but shall not be limited to, the following:

1. **Compliance with Request for Proposals [Mandatory]**. This refers to the adherence to all conditions and requirements of the Request for Proposals.

2. **Quality of Response**

    i. Clearly demonstrated understanding of the work to be performed.

    ii. Completeness and reasonableness of the offeror's plan/proposal for accomplishing the tasks.

    iii. Level of creativity demonstrated by the offeror's proposed methodologies for meeting the requirements of this proposal.

3. **Services to be Provided** This refers to the exact type and nature of the offeror's proposed services and how they accomplish the objectives of the project, as well as the ability to rapidly respond to the City's needs, as defined in the Evaluation Criteria set forth.

4. **Qualifications of the Contractor** Offeror's capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, and reliability which will assure good faith performance, as well as satisfactory reference verification. This criteria includes:

    i. The experience of the firm and its record on engagements of a similar nature, including the ability to serve in a similar capacity for other units of government or organizations.

    ii. Personnel to be assigned to the project, and their education, capabilities, qualifications and experience with similar projects

    iii. Reference information gathered from other entities regarding the past experience of the firm; and

    iv. The ability of the firm to be able to accommodate all functions and requirements with a minimum number of sub-contractors; and

    v. Other areas addressed in the *Statement of Work* herein.

5. **Price** This refers to the proposed contract unit pricing.

    i. The Offeror shall propose unit pricing, which shall be F.O.B. Destination, freight pre-paid, for each item detailed on the Proposal Form. as detailed in the Specifications or Statement of Work herein. Pricing for items delivered to the City or to third parties shall be quoted with inside delivery costs included.

    ii. If proposing prices which may include alternate programs or services not covered in

the base proposal pricing, the Offeror, when offering such alternative services must provide a detailed explanation of additional optional services to be offered.

B. ACCEPTABLITY OF PROPOSALS

The Offer shall be evaluated solely in accordance with the criteria set forth herein. The proposals shall be categorized as follows:

1. Acceptable:
2. Potentially Acceptable; that is reasonably susceptible of being made acceptable; or
3. Unacceptable.

C. AWARD OF AGREEMENT

Award shall be made by the City to the single responsive and responsible Offeror whose aggregate proposal is determined to be the most advantageous to the City for all items proposed, taking into consideration price and the evaluation criteria set forth herein below. While the City of Tamarac desires to accept the Proposal as a whole, the City reserves the right to award any component thereof separately if it appears to be in the best interest of the City.

D. WEIGHTED CRITERIA

Points will be assigned to each proposal based on the following weighted criteria:

CRITERIA	MAXIMUM POINTS
1. Compliance with Request for Proposal (Mandatory)	N/A
2. Quality of Response—Creativity, design layout capabilities and examples of work provided as evidence of Contractors ability to fulfill the Proposal's Scope of Services.	15 points
3. Services to be provided – Ability to provide the type and quality of services requested (including amenity options, mailing and delivery services in a timely manner).	35 points
4. Qualifications of the Proposer/Expertise – Prior experience in providing printed newsletters and other high quality print products to governments. The firm's level of financial stability.	30 points
5. Costs/(Price)	20 points

These weighted criteria are provided to assist Proposers in the allocation of their time and efforts during the proposal preparation process. The criteria also guide the Evaluation Committee during the short-listing and final ranking of proposers by establishing a general framework for those deliberations. Once the Proposals are evaluated, a "short-list" may be selected to make presentations to the Evaluation and Selection Committee, prior to a recommendation for award.

E. DISCUSSIONS & PRESENTATIONS

The short-listed Proposers may be requested to make presentations to the Evaluation Committee. The City may require additional information after evaluation of the submittals, and Proposers agree to furnish such information upon the City's request.

All Proposers are advised that in the event of receipt of an adequate number of Proposals which in

the opinion of the Evaluation Committee require no clarification and/or supplementary information, such Proposals may be evaluated without discussion. Hence, proposals should be initially submitted incorporating the most complete and favorable terms which Proposer is capable of offering to the City.

The Evaluation Committee may conduct discussions with any Proposer who submits an acceptable or potentially acceptable proposal. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The Evaluation Committee reserves the right to request the Proposer to provide additional information during this process.

F. RIGHT TO REJECT PROPOSALS

To the extent permitted by applicable state and federal laws and regulations, the City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions, unauthorized alterations, or irregularities of any kind.

City reserves the right to reject any Proposal if City believes that it would not be in its best interest to make an award to a particular Proposer, either because the Proposal is not responsive, the Proposer is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of this solicitation.

IX. PROPOSAL COPIES

Return **One (1) Original and six (6) copies** in an envelope marked with your firm's name and "**RFP 16-06R, Printing and Distribution of City of Tamarac Publications**" to the City of Tamarac, Purchasing & Contracts Division, 7525 NW 88th Avenue, Tamarac, Florida 33321, Attention: Ann Marie Corbett, Buyer.

Any addenda shall become part of this Request of Proposal and the resulting agreement. The Proposal Form included herein should be signed by an authorized company representative, dated and returned with the Proposal.

No negotiations, decisions or actions shall be initiated or executed by the Proposer as a result of any discussions with any City employee. Only those communications that are issued in writing from the Purchasing & Contracts Division may be considered as a duly authorized expression. Also, only communications from Proposers that are signed in and in writing will be recognized by the City as duly authorized expressions on behalf of the Proposer.

CONTACT WITH PERSONNEL OF THE CITY OF TAMARAC OTHER THAN THE PURCHASING AND CONTRACTS MANAGER OR DESIGNATED REPRESENTATIVE REGARDING THEIR REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

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PROPOSAL FORM

RFP #16-06R

PRINTING AND DISTRIBUTION OF CITY OF TAMARAC PUBLICATIONS
We propose to furnish the following in conformity with the specifications and at the below bid prices. The bid prices quoted have been checked and certified to be correct. Said prices are fixed and firm and shall be paid to Contractor for the successful completion of its obligation as specified in the contract documents. All prices shall be quoted F.O.B. Destination, freight pre-paid, with inside delivery. List is herein defined as all deliverable resident/business addresses within the city boundaries. City will provide a map.

Notes:

1. The quantities shown are based on a SINGLE run of each job, and may not reflect the annual quantities. Please refer to Section VI. *Statement of Work*, Section C *Services to be provided* for the estimated annual number of publications for required items and as needed items. The City reserves the right to multiply the job cost by the number of annual publications for purposes of evaluation and comparison.

2. When pricing *List, Mailing & Delivery charges* and the upcharge cost of *Recycled paper/stock*, the pricing should be based on one run of the job, for the quantity of the run shown within the proposal form. The City reserves the right to multiply this cost by the number of annual publications for purposes of evaluation and comparison.

3. Where quantity-break pricing is requested, Proposer shall provide pricing for each quantity level shown. The City will only utilize one quantity bracket for purposes of price evaluation, based on 1 run of a job at that quantity. The price bracket used for evaluation will be shown in the Group Total, and the bracket shown in bold type.

4. Optional Items will NOT be considered when evaluating total pricing. Proposers must provide pricing for Optional Items, but total pricing for optional items will not be included in the final evaluation total.

COMPANY NAME:

	Item / Description	**Estimated Quantity of Single Run**
	Required Items:	
1	**Tam-A-Gram** - 24 page, full color, with a finished size of 8 ½" x 11", saddle stitched. Printed on 70 # coated text, including all charges for printing.	$_____ Per 37,000
1A	**Tam-A-Gram -** List, Mailing & Delivery charges to Ft. Lauderdale post office	$_____
1B	**Tam-A-Gram** Printed on recycled paper (If available)	$_____ Up charge
2	**Water Quality Report** – 4 page, full color with bleeds and a finished size of 8.5"x5.5" (11' x 17" folded to 8.5" x 11" and folded again to 5.5" x 8.5") on 70# coated text with bleeds.	$_____ Per 17,500
2A	**Water Quality Report** List, Mailing and Delivery to Fort Lauderdale Post Office	$_____
2B	**Water Quality Report**	$ _____ Up charge

	Printed on Recycled Paper (If Available)	
	GROUP 1 SUB-TOTAL - Items 1,1A & 2, 2A (Items to be considered for purposes of evaluation)	**$**_____
	AS NEEDED ITEMS:	
3	**Tam-A-Gram Extra -** 4 page, full color, with bleeds, 8 ½" x 11" finished size, folded to 8.5"x 5.5" for mailing. Printed on 70 # coated text and saddle stitched, including all charges for printing.	$_____ Per 37,000
3A	**Tam-A-Gram Extra** List, Mailing & Delivery charges to Fort Lauderdale post office.	$ _____
3B	**Tam-A-Gram Extra** Printed on Recycled Paper (If Available)	$ _____ Up charge
4	**Postcard -** 6" x 9", 4/4, 10 pt. c2s card, with bleeds. (Please provide ALL quantity break pricing. The City will use a quantity of 5,000 for purposes of evaluation.)	$ _____ Per 2,500 **$ _____ Per 5,000** $ _____ Per 7,500 $ _____ Per 10,000
4A	**Postcard** - 6" x 9", 2/2, 10 pt. c2s card, no bleeds. (Please provide ALL quantity break pricing. The City will use a quantity of 5,000 for purposes of evaluation.)	$ _____ Per 2,500 **$ _____ Per 5,000** $ _____ Per 7,500 $ _____ Per 10,000
4B	**Postcard** List, Mailing & Delivery Charges to Fort Lauderdale Post Office	$ _____ Per 2,500 $ _____ **Per 5,000** $ _____ Per 7,500 $ _____ Per 10,000
4C	**Postcard** Printed on Recycled Stock (If Available)	$ _____ Per 2,500 Up charge $ _____ Per 5,000 Up charge $ _____ Per 7,500 Up charge $ _____ Per 10,000 Up charge
5	**Flood Protection Program Pamphlet** – 4 page, 11"x17" folded to 8.5'x5.5", 1-color, 20# bond paper.	$ _____ Per 37,500
5A	**Flood Protection Program Pamphlet** List, Mailing and Delivery Charges to Fort Lauderdale post office	$ _____
5B	**Flood Protection Program Pamphlet** Printed on Recycled Paper (If Available)	$ _____ Up charge
6	**Miscellaneous Tri-fold Brochure** – 1 page, full color, with bleeds, 8.5"x 11" with a finished size of 3.67"x8.5", on 80# gloss. (Please provide **ALL** quantity break pricing. The City will use a quantity of 2,000 for purposes of evaluation.)	$ _____ per 500 $ _____ per 1,000 $ _____ per 1,500 $ _____ **per 2,000** $ _____ per 2,500 $ _____ per 3,000
6A	**Miscellaneous Tri-fold Brochure** – 1 page, 1 color (1/1), 8.5"x 11" with a finished size of 3.67"x8.5", on 20 # bond. **(**Please provide **ALL** quantity break pricing. The City will	$ _____ per 500 $ _____ per 1,000 $ _____ per 1,500 **$ _____ per 2,000** $ _____ per 2,500

	use a quantity of 2,000 for purposes of evaluation.)	$ _____ per 3,000
6B	**Miscellaneous Tri-fold Brochure** Printed on Recycled Paper (If Available)	$ _____ per 500 upcharge $ _____ per 1,000 upcharge $ _____ per 1,500 upcharge $ _____ per 2,000 upcharge $ _____ per 2,500 upcharge $ _____ per 3,000 up charge
7	**Banners** – Outdoor vinyl pole banners, Quantity 50, size 29" x 96." Stock: 18 oz. blockout banner material with 3" pole pockets on top & bottom plus 4 grommets. Colors; 4/4 process (same image both sides). Trim to 29" x 96"; hem banners and affix 4 grommets.	$ _____ per 50
8	**Backlit Display Panels (Duratrans) –** 4/0 process, trim to size 27.5" x x77." Rolled with slip sheets between panels.	**$** _____ **per display panel**
	GROUP 2 SUB-TOTAL Items 3, 3A, 4, 4A, 4B (4 – 4B based on quantities of 5,000 for evaluation purposes), 5 & 5A, 6 & 6A (6-6A based on quantities of 2,000 for evaluation purposes), 7, 8.	**$**_____
	GROUP 1 + GROUP 2 TOTAL	**$**_____
	***OPTIONAL ITEMS*:**	
9	**Sundial** - 4 page, 4/4 color, with a finished size of 8 ½" x 11", saddle stitched. Printed on 20# bond paper, including all charges for printing and delivery.	$_____ Per 500
9A	**Sundial** - 8 page, 4/4, with a finished size of 8 ½" x 11", saddle stitched. Printed on 20# bond paper, including all charges for printing and delivery to City Hall. (Option)	$_____ Per 500
9B	**Sundial** **Design and Layout Charges (Option)**	$_____ Per _____
9C	**Sundial** **Printed on recycled paper (If available)**	$_____ Up charge
10	**Tamarac At-A-Glance Brochure** – 5.5 x 8.5" folded, saddle-stitched, formatted from 8.5 x 11 Word document. Margin formatted by letter for easy search. 4/1 (four color cover over b/w interior pages), Cover bleed. Approximately 46 pages plus cover. Cover 100# gloss cover, paper weight 70#.	$_____ Per 15,000
10A	**Tamarac At-A-Glance Brochure** Printed on recycled paper (if available)	$_____ Up charge
11	**New Resident Pocket Folder :** folds to 9x12 pocket folder, glued 4 pockets on each side, with card slit on one side, 4-color (4/0). 12 pt card stock, coated.	$_____ Per 4,000 $_____ Per 5,000

12	**Budget Book -** 9x11 5 mil. Laminated front cover 4/0, blank back cover, Comb binding, diameter 7/8 navy blue combs with white imprint. Inside: 60# Hammermil 8.5x11 laser text. 200 black & white 2-sided pages and 55 color (4/4) pages (approximate). Inside tabs: 15 tabs laminated, printed 1/1, 8.5x11 80# gray fiber cover soft.	$_____ Per 20
13	**CAFR -** 9x11 5 mil. Laminated front cover 4/1, blank back cover, Comb binding, diameter 7/8 navy blue combs with white imprint. Inside: 60# Hammermil 8.5x11 laser text. 140 black & white 2-sided pages and 25 color (4/4) pages (approximate). Inside tabs: 8 tabs laminated, printed 2-sided blue ink, 8.5x11 80# gray fiber cover soft.	$_____ Per 60
14	**City Manager Note Cards -** Envelope **-** White classic A2 envelopes 24# Avon, Linen. Imprinted with 4/0 process City logo and return address. Note Cards – Panel folder, Avon white classic linen, 5.5 x 8.5 80# cover. 4/0 process City logo. Center folded at 4-1/4. Quantity of 250 used for purposes of evaluation.	**$ _____ per 250** $ _____ per 500
15	**Industrial quality videography**	$ _____ Per Hour $_____ Per 8 Hour Day
15A	**Can you provide television broadcast quality videography?** IF YES, Please provide upcharge per hour or per day. If No, please state "NOT AVAILABLE"	$_____ Upcharge per Hour $_____ Upcharge per 8 Hour Day
17	**Video Editing Services** (Supervised and Produced by City staff)	$_____ Per Hour $_____ Per 8 Hour Day
18	**High resolution photography –** Including people, locations or events.	$ _____ per hour $ _____ Per 8 Hour Day
19	**Design and Layout Charges** (Optional service the City may require, as needed.)	$_____ Per hour

COMPANY NAME: _____

PLEASE INCLUDE SAMPLES OF YOUR WORK ALONG WITH YOUR PROPOSAL RESPONSE TO PROVIDE THE EVALUATION COMMITTEE WITH AN INDICATION OF YOUR CAPABILITIES.

PROPOSAL SUBMITTED BY:

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ FAX: _____ Email _____

NOTE: To be considered eligible for award, one (1) **original copy of this proposal form** must be submitted with the Proposal.

NO BID INDICATION (IF "NO BID" IS OFFERED):

Please indicate reason(s) why a Proposal is not being submitted at this time.

COMPANY NAME: (Please Print):_____

Phone:_____ Fax:_____

BEFORE SUBMITTING YOUR PROPOSAL, MAKE SURE YOU...

- ☐ 1. Carefully read the General Terms & Conditions, Special Conditions and the General Requirements.
- ☐ 2. Provide **representative samples of past work/publications printed by your firm.**
- ☐ 3 Include a Schedule of Prices as requested on the P**roposal Form** included herein.
- ☐ 4 References as requested herein.
- ☐ 5. Fill out and sign the **Non-Collusive Affidavit** and have it properly notarized.
- ☐ 6. Sign the **Certification** page. **Failure to do so will result in your Bid being deemed non-responsive.**
- ☐ 7. Fill out the **Offeror's Qualification Statement** and **Reference Form.**
- ☐ 8 Sign the **Vendor Drug Free Workplace Form**.
- ☐ 9 Fill out the **List of Sub-Contractors or Subcontractors**, if applicable.
- ☐ 10 Fill out and sign the **Certified Resolution**.
- ☐ 11 Include all necessary **Financial Statements** requested.
- ☐ 12 Include **proof of insurance**.
- ☐ 13 Provide **any additional documentation requested** within the Proposal Document.
- ☐ 14 **Submit ONE (1) Original AND six (6) copies as requested in the Proposal Instructions. Clearly mark the sealed container with the PROPOSAL NUMBER AND PROPOSAL NAME on the outside of the package.**

Make sure your Proposal is submitted PRIOR to the deadline.

Late Proposals will <u>not</u> be accepted.

Failure to provide the requested attachments may result in your proposal being deemed non-responsive.

THIS SHOULD BE THE FIRST PAGE OF YOUR PROPOSAL.

REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

Your Company Name _____
Address _____
City State Zip _____
Phone/Fax _____
E-mail _____

Agency/Firm Name: _____
Address _____
City State Zip _____
Phone/Fax _____
Contact Name _____

Agency/Firm Name: _____
Address _____
City State Zip _____
Phone/Fax _____
Contact Name _____

Agency/Firm Name: _____
Address _____
City State Zip _____
Phone/Fax _____
Contact Name _____

Agency/Firm Name: _____
Address _____
City State Zip _____
Phone/Fax _____
Contact Name _____

Agency/Firm Name: _____
Address _____
City State Zip _____
Phone/Fax _____
Contact Name _____

CERTIFICATION

THIS DOCUMENT MUST BE SUBMITTED WITH THE PROPOSAL

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we(I) have read the entire document, including the Scope of Work, Additional Requirements, Supplemental Attachments, Instructions to Proposers, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Proposals.

SUBMITTED TO: City of Tamarac
Purchasing and Contracts Manager
7525 NW 88th Avenue
Tamarac, Florida 33321

Indicate which type of organization below:

INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION ☐ OTHER ☐

If "Other", Explain:_____

Authorized Signature	Company Name
Typed/Printed Name	Address
Telephone	City, State, ZIP
Fax	Federal Tax ID Number

Email address for above signer (if any)

CERTIFIED RESOLUTION

I, _____ (Name), the duly elected Secretary of _____(Corporate Title), a corporation organized and existing under the laws of the State of _____, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT _____ (Name)", the duly elected _____ (Title of Officer) of _____(Corporate Title) be and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the City of Tamarac and **such other instruments in writing as may be necessary on behalf of the said corporation**; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Tamarac shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this _____ day of _____, 20___.

(SEAL) By:_____
Secretary

_____
Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Tamarac that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

PROPOSER'S QUALIFICATION STATEMENT

The Proposer, under oath certifies to the truth and correctness of all statements and of all answers to questions made hereinafter:

1. If Proposer is a corporation, answer the following:
   a) Date of Incorporation: _____ State of Incorporation: _____

2. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

3. How many years has your organization been in business under its present business name? _____
   a) Under what other former names has your organization operated?

4. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

5. State the name of the individual who will serve as the primary contact for the City:

6. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

7. Has your company ever declared bankruptcy? Yes ☐ No ☐

   If yes, explain:

8. Have you ever received a contract or a purchase order from the City of Tamarac or other governmental entity? Yes ☐ No ☐ If yes, explain: (date, service/project, bid title etc.)

9. Have you ever received a complaint on a contract or bid awarded to you by any governmental entity? Yes ☐ No ☐ If yes, explain:

10. Have you ever been debarred or suspended from doing business with any governmental entity?

    Yes ☐ No ☐ If yes, explain:

The Offeror acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner in awarding the contract and such information is warranted by Offeror to be true. The discovery of any omission or misstatement that materially affects the Offeror's qualifications to perform under the contract shall cause the owner to reject the proposal, and if after the award, to cancel and terminate the award and/or contract.

_____
Signature

ACKNOWLEDGEMENT

OFFEROR'S QUALIFICATION STATEMENT

State of _____

County of _____

On this the _____ day of _____, 20___, before me,
the undersigned Notary Public of the State of Florida, personally appeared

_____and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC

SEAL OF OFFICE:

_____
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

☐ Personally known to me, or
☐ Produced identification:

_____
(Type of Identification Produced)

☐ DID take an oath, or
☐ DID NOT take an oath

NON-COLLUSIVE AFFIDAVIT

State of _____)
)ss.
County of_____)

_____ being first duly sworn, deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Offeror that has submitted the attached Proposal;

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

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

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

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

Signed, sealed and delivered in the presence of:

_____ By _____
Witness

_____ _____
Witness Printed Name

_____
Title

ACKNOWLEDGMENT

NON-COLLUSIVE AFFIDAVIT

State of Florida
County of _____

On this the ____ day of _____, 20_____, before me, the undersigned Notary Public of the State of Florida, personally appeared

_____ and
(Name(s) of individual(s) who appeared before notary)

Whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

_____
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC

SEAL OF OFFICE:

_____
(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

☐ Personally known to me, or
☐ Produced identification:

_____
(Type of Identification Produced)

☐ DID take an oath, or ☐ DID NOT take an oath

VENDOR DRUG-FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing 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:

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.

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

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

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

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

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 form complies fully with the above requirements.

Authorized Signature

Company Name

FORM AGREEMENT

BETWEEN THE CITY OF TAMARAC

AND

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "City") and , a corporation with principal offices located at (the "Contractor") to provide for .

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1) The Contract Documents

The contract documents shall consist of this Agreement, Request for Proposal Document No. 16-06R, "Printing & Distribution of City of Tamarac Publications", including all conditions therein, (including any General Terms and Conditions, Supplementary Conditions, Statement of Work or any other provisions contained within the document), any and all addenda, Proposal executed and submitted by the Contractor, specifications, bond(s), (if applicable), and insurance certificate(s), the City Resolution awarding the project, and all modifications issued after execution of this Agreement. These documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2) The Work

The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1 Contractor shall furnish all labor, materials, and equipment necessary to print, furnish, deliver and distribute various City of Tamarac publications.

2.2 Contractor shall provide all services in accordance with the Statement of Work enumerated in Request for Proposal 16-06R, " Printing & Distribution of City of Tamarac Publications".

2.3 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

2.4 Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

2.5 Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or sub-Contractors, if any, with respect to the work and services described herein.

3) Insurance

3.1. Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid or proposal document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

3.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

4) Term

4.1 This contract shall be in effect for an initial period of up to three (3) years, with a guaranteed term of 180 days, in accordance with the provisions of the City's Request for Proposal Document 16-06R, Section V. 1 "Special Conditions", "Performance Based Contracting", During the initial six (6) month period, the contactor shall enjoy an exclusive contract relationship with the City.

4.2 Contractor's Right to Contract Exclusivity: Upon completion of the initial six (6) month period, however, unsatisfactory performance by the Contractor shall result in the loss of exclusivity. Satisfactory performance will result in the Contractor maintaining its exclusive right to perform the requirements of this Agreement for additional six (6) month terms until the completion of the full three (3) year term.

4.3 Agreement Renewals: Upon completion of the first full three (3) year period, the City reserves the right to renew the Contract for up to two (2) additional two (2) year renewal options to be exercised as mutually agreed by City and Contractor based on Contractor's agreement to the same terms and conditions; and by providing written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the Contract amount for the upcoming renewal period. Contract renewal will be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City. The ongoing performance evaluation process will continue during any renewal periods for the life of the Agreement.

4.4 Performance Evaluation: The City shall utilize a performance questionnaire, which shall be mutually developed and agreed upon by the City and Contractor, based on the Sample shown as **Appendix A** herein. Upon completion of any mutual agreement regarding the contents of the performance questionnaire by the City and Contractor, the final document shall replace and supersede Appendix A, as a part of this Agreement. The City and Contractor, from time to time, may make additions, deletions or changes to Appendix A under the terms of this Agreement.

5. Contract Pricing

Pricing shall be in accordance with the "Pricing Schedule" attached hereto as in **Appendix B** herein, and the Contract Sum shall be for the actual quantities ordered.

6) Payments

The City shall pay for work ordered by the City and completed by the Contractor on a task basis. The City shall pay the Contractor for work performed subject to the specifications of the job and subject to any additions and deductions by subsequent change order provided in the contract documents. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

7) Indemnification

7.1 GENERAL INDEMNIFICATION: Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, any sub-Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Contractor in the performance of the Work; or c). liens, claims or actions made by the Contractor or any sub-Contractor under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by the Contractor.

7.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

7.3 The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

7.1 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

8 Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. The Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; 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 shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

9 Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

10 Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

11 Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR

12 Termination

12.1 **Termination for Convenience**: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

12.2 **Default by Contractor**: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

13 Uncontrollable Forces

13.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

13.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

14 Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

15 Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

16 Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the

signatory for Contractor has the authority to enter into this Agreement.

17 Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

18 Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

18) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

Remainder of Page Intentionally Blank

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its , duly authorized to execute same.

CITY OF TAMARAC

Harry Dressler, Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Patricia A. Teufel, CMC
City Clerk

Date:

Approved as to form and legal sufficiency:

Date

Samuel S. Goren

ATTEST:

Company Name

(Corporate Secretary)

Signature of President/Owner

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

Date

CORPORATE ACKNOWLEDGEMENT

STATE OF _____ :
:SS
COUNTY OF _____:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____ _____ , of _____,
a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this _ day of_____, 20____.

_____
Signature of Notary Public
State of Florida at Large

_____
Print, Type or Stamp
Name of Notary Public

☐ Personally known to me or
☐ Produced Identification

_____
Type of I.D. Produced

☐ DID take an oath, or
☐ DID NOT take an oath.

APPENDIX A

CITY OF TAMARAC

Sample
Printing & Distribution of City of Tamarac Documents
Performance Report Card

Performance ratings are intended to assess the contractor's conformance to contract requirements, specifications, and standards of good workmanship. The rating scale to be used is as follows:

Performance Rating	Criteria
5 – Exceptional	Performance meets or exceeds requirements with few minor problems for which corrective actions were highly effective
4 – Very Good	Performance meets requirements with some minor problems for which corrective actions were highly effective
3 – Satisfactory	Performance meets requirements with some minor problems for which corrective actions were satisfactory
2 – Marginal	Performance does not meet some requirements with problems for which corrective actions appear only marginally effective or have not been fully implemented
1 – Unsatisfactory	Performance does not meet most contractual requirements with problems for which corrective actions appear ineffective and/or have not been identified or implemented

Performance Area: Quality of Publication	Exceptional → Satisfactory → Unsatisfactory				
Text clear, crisp and easy to read	5	4	3	2	1
Free from smears, streaks & discolorations	5	4	3	2	1
Publications well-assembled, free from poor folds or poor stapling	5	4	3	2	1
Paper quality is acceptable	5	4	3	2	1
Free from significant typographical errors	5	4	3	2	1
Photos & Clip-art are clear & crisp	5	4	3	2	1

Performance Area: Ability to Meet Deadlines	Exceptional → Satisfactory → Unsatisfactory				
Pre-press work & Typesetting on schedule	5	4	3	2	1
Final production on schedule	5	4	3	2	1
Final delivery to mail distribution agent on schedule	5	4	3	2	1

APPENDIX B **PRICING SCHEDULE**

Title - TR12756 - Firefighter Equipment Purchase - Assistance to Firefighters Grant Program

Item No. 6 (b) on the Consent Agenda. (TR12756) A Resolution of the City Commission of the City of Tamarac, Florida authorizing the appropriate city officials to select Municipal Emergency Services, Inc (MES) as the vendor for the purchase and distribution of Self-Contained Breathing Apparatus (SCBA) firefighter equipment and accessories, accept itemized pricing provided by MES for said equipment, and procure said equipment on behalf of the Coalition of Cities participating in the regional Assistance to Firefighters Grant (AFG) program award at a cost of not to exceed $3,060,750, utilizing the national purchasing partners agreement pursuant to an agreement competitively bid and awarded via request for Proposal 2013-1 for fire turnouts and fire related equipment as awarded by the South Davis Metro Fire Agency; approving of funding from the appropriate capital improvement accounts; authorizing budget amendments for proper accounting purposes; providing for conflicts; providing for severability; and providing for an effective date. ***- Fire Chief Mike Burton, Grants Administrator Michael Gresek and Purchasing/Contracts Manager Keith Glatz***

Commission District(s):

Citywide

ATTACHMENTS:

	Description	Upload Date	Type
🗋	TR #12756 Firefighter Equipment Purchase - AFG Memo	3/9/2016	Cover Memo
🗋	TR #12756 Firefighter Equipment Purchase - AFG Resolution	3/9/2016	Resolution
🗋	TR #12756 Firefighter Equipment Purchase - AFG Exhibit A	3/9/2016	Exhibit
🗋	TR #12756 Firefighter Equipment Purchase - AFG Exhibit B	3/9/2016	Exhibit
🗋	TR #12756 Firefighter Equipment Purchase - AFG Exhibit C	3/9/2016	Exhibit
🗋	TR #12756 Firefighter Equipment Purchase - AFG Exhibit D	3/9/2016	Exhibit

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
FINANCIAL SERVICES

TO: Michael C. Cernech, City Manager

DATE: March 23, 2016

THROUGH: Mark Mason, Director Financial Services

RE: TR# 12756: Purchase of SCBA Equipment as part of a regional grant award from the 2014-15 Assistance to Firefighters Grant Program

FROM: Michael Gresek, Grants Administrator

Recommendation:
The Director of Financial Services recommends the above referenced item be placed on the March 23, 2016 City Commission Meeting agenda to authorize the procurement and distribution process for firefighter equipment awarded under the Assistance to Firefighter Grant (AFG) program.

Issue:
In August 2015, the City of Tamarac received notice it was awarded a $3,060,750 regional AFG grant through the US Department of Homeland Security (DHS) / Federal Emergency Management Administration (FEMA). The Notice of Award is attached as Exhibit A. The award provides funding to purchase self-contained breathing apparatus (SCBA) firefighter equipment and accessories for seven cities covering nine fire departments in Broward County. As Tamarac is the host agency for administration of the grant, the attached Resolution is required so Tamarac may purchase and distribute this equipment on behalf of the following cities*:

City(s)	Fire Rescue (FR) Department
Tamarac (Host Dept)	Tamarac FR
Coral Springs/Parkland*	Coral Springs FR*
Hallandale	Hallandale FR
Lauderhill	Lauderhill FR
North Lauderdale	North Lauderdale FR
Margate/Coconut Creek	Margate FR
Sunrise	Sunrise FR

Background:
The AFG Program provides grant funding to local fire departments to enhance the health and safety of first responders and the public. Local fire departments may apply on their own or collaborate to file one “regional application” on behalf of several departments as was done by the City of Tamarac.

This regional application was submitted in December 2014 with a Memorandum of Understanding (MOU) executed under Tamarac Municipal Resolution R2014-130. This Resolution and MOU are attached for your reference as Exhibit B.

Now that the grant is awarded, FEMA will permit the City to purchase this SCBA equipment utilizing the National Purchasing Partners Agreement pursuant to an agreement competitively bid and awarded via request for proposal 2013-1 for fire turnouts and fire related equipment as awarded by the South Davis Metro Fire Agency. This agreement is attached as Exhibit C.

As Municipal Emergency Services, Inc. (MES) is a bonafide vendor under the National Purchasing Partners Agreement, Tamarac Fire Rescue obtained itemized pricing through this vendor in the amount of $3,058,400. The itemized price list is attached as Exhibit D.

Therefore, the attached Resolution authorizes the City of Tamarac to select MES as the vendor under the National Purchasing Partners agreement, and to accept the MES price list to procure SCBA equipment for all cities listed under the MOU*.

.

Fiscal Impact:

As host agency, the City of Tamarac was awarded a $3,060,750 regional AFG grant on behalf of seven cities. As AFG is a reimbursement grant program, Tamarac must purchase and accept the equipment prior to filing for reimbursement. Funds for this purchase are budgeted in the Capital Equipment Fund under project number CE15A.

Each city receives a pro-rated amount for equipment to be purchased under this award. MES provided the price of this equipment to each city and is displayed with the award information below.

PRICE LIST FROM MES				
CITY	PRICE	AWARD	MATCH	FED SHARE
Tamarac	479,700.00	479,752	43,614	436,138
Hallandale	328,179.20	328,429	29,857	298,572
Lauderhill	410,500.00	410,537	37,322	373,215
N. Lauderdale	248,935.28	250,744	22,795	227,949
Margate	582,300.00	582,329	52,939	529,390
Sunrise	426,229.60	426,404	38,764	387,640
CS - FEMA*	582,556.00	582,556	52,960	529,596
TOTALS	**3,058,400.08**	**3,060,750.00**	**278,250.00**	**2,782,500.00**

**Note: Funds will be de-obligated back to FEMA from Coral Springs, who is no longer participating in the grant agreement.*

As shown in the above chart, each city is entitled to their respective award amount (Federal Share) to be applied to the purchase price of their equipment (PRICE). In addition, each city is responsible for providing their own match contribution, which is 10% of their award. This contribution is paid directly to the City of Tamarac. With the exception of Coral Springs, the City of Tamarac invoiced each partnering city for their respective grant match. Once the matching contributions are received, Tamarac will order the equipment.

Once the equipment is purchased, delivered and verified by Tamarac Fire Rescue, the City of Tamarac will file for reimbursement for the $2,252,290 Federal Share of AFG grant funds from FEMA. This amount is net of all match contributions and de-obligating Coral Springs funds back to FEMA for no longer participating in the grant agreement ($2,782,500 - $529,596 = $2,252,904).

The City has until June 30, 2016 to complete the procurement process and administer the grant.

C: Mike Burton, Percy Sayles, Marianela Diaz, Christine Cajuste

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2016____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO SELECT MUNICIPAL EMERGENCY SERVICES, INC (MES) AS THE VENDOR FOR THE PURCHASE AND DISTRIBUTION OF SELF-CONTAINED BREATHING APPARATUS (SCBA) FIREFIGHTER EQUIPMENT AND ACCESSORIES, ACCEPT ITEMIZED PRICING PROVIDED BY MES FOR SAID EQUIPMENT, AND PROCURE SAID EQUIPMENT ON BEHALF OF THE COALITION OF CITIES PARTICIPATING IN THE REGIONAL ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM AWARD AT A COST OF NOT TO EXCEED $3,060,750, UTILIZING THE NATIONAL PURCHASING PARTNERS AGREEMENT PURSUANT TO AN AGREEMENT COMPETIVELY BID AND AWARDED VIA REQUEST FOR PROPOSAL 2013-1 FOR FIRE TURNOUTS AND FIRE RELATED EQUIPMENT AS AWARDED BY THE SOUTH DAVIS METRO FIRE AGENCY; APPROVING OF FUNDING FROM THE APPROPRIATE CAPITAL IMPROVEMENT ACCOUNTS; AUTHORIZING BUDGET AMENDMENTS FOR PROPER ACCOUNTING PURPOSES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac wishes to provide high quality fire rescue services to residents, businesses and visitors to Tamarac; and

WHEREAS, the City Commission of the City of Tamarac supports protecting the health and safety of Tamarac Fire Rescue personnel and those of Broward County; and

WHEREAS, the U.S. Department of Homeland Security (DHS), through the Federal Emergency Management Agency (FEMA), provides grants to local governments for firefighter personal protective equipment through the Assistance to Firefighters Grant (AFG) Program; and

WHEREAS, the City of Tamarac and a coalition of neighboring cities applied for a regional AFG grant and successfully received notice of award for the provision of self-contained breathing apparatus (SCBA) firefighter equipment and accessories in the amount of $3,060,750 as shown in the FY2014 AFG award correspondence attached hereto as Exhibit A and is incorporated herein by this reference; and

WHEREAS, FEMA requires and the City of Tamarac agreed to serve as host agency to administer this regional AFG award, and purchase and distribute said firefighter equipment on behalf of the coalition of cities included under the December 2014 Memorandum of Understanding (MOU) executed under Tamarac Municipal Resolution R2014-130 attached hereto as Exhibit B and is incorporated herein by this reference; and

WHEREAS, FEMA permits and the City will purchase said firefighter equipment utilizing the National Purchasing Partners Agreement pursuant to an agreement competitively bid and awarded via request for proposal 2013-1 for fire turnouts and fire related equipment as awarded by the South Davis Metro Fire Agency, which is attached hereto as Exhibit C and is incorporated herein by this reference; and

WHEREAS, Municipal Emergency Services, Inc. (MES) is a bonafide vendor under the National Purchasing Partners Agreement; and

WHEREAS, Tamarac Fire Rescue obtained itemized pricing through MES for self-contained breathing apparatus (SCBA) firefighter equipment and accessories utilizing the National Purchasing Partners Agreement in the amount of $3,058,400 which is attached hereto as Exhibit D and is incorporated herein by this reference and;

WHEREAS, the Director of Financial Services and Fire Chief recommend the selection of MES as the vendor and acceptance of the itemized pricing provided by MES

for the purchase and distribution of said firefighter equipment on behalf of the coalition of cities included under the MOU in an amount not to exceed $3,060,750; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to authorize the appropriate City Officials to select MES as the vendor for the purchase and distribution of self-contained breathing apparatus (SCBA) firefighter equipment and accessories, and to accept the itemized pricing provided by MES for said firefighter equipment, and to procure said equipment on behalf of the coalition of cities under the MOU in an amount not to exceed $3,060,750; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

SECTION 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are HEREBY made a specific part of this Resolution. All exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

SECTION 2: The City Commission of the City of Tamarac HEREBY authorizes the appropriate City Officials to select Municipal Emergency Services, Inc. as the vendor for the purchase and distribution of self-contained breathing apparatus (SCBA) firefighter equipment and accessories in accordance with the National Purchasing Partners Agreement pursuant to an agreement competitively bid and awarded via request for proposal 2013-1 for fire turnouts and fire related equipment as awarded by the South Davis Metro Fire Agency.

SECTION 3: The City Commission of the City of Tamarac HEREBY authorizes the appropriate City Officials to accept the itemized pricing provided by MES for said firefighter equipment, and to procure said equipment on behalf of the coalition of cities under the MOU in an amount not to exceed $3,060,750.

SECTION 4: All Resolutions or parts of Resolutions in conflict herewith are HEREBY repealed to the extent of such conflict.

SECTION 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6: This Resolution shall become effective immediately upon adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2016.

_____
HARRY DRESSLER
MAYOR

ATTEST:

_____
PATRICIA A. TEUFEL, CMC
CITY CLERK

I HEREBY CERTIFY that I have approved this RESOLUTION as to form.

_____
SAMUEL S. GOREN
CITY ATTORNEY

Award Package

U.S. Department of Homeland Security
Washington, D.C. 20472

FEMA

Mr. Michael Gresek
City of Tamarac Fire Rescue
7525 NW 88th Avenue
Tamarac, Florida 33321-6414

Re: Award No.EMW-2014-FR-00210

Dear Mr. Gresek:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2014 Assistance to Firefighters Grant has been approved in the amount of $2,782,500.00. As a condition of this award, you are required to contribute a cost match in the amount of $278,250.00 of non-Federal funds, or 10 percent of the Federal contribution of $2,782,500.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2014 Assistance to Firefighters Grant Funding Opportunity Announcement.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at https://www.sam.gov/portal/public/SAM/. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go to https://portal.fema.gov to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit

the form electronically. Then, using the Print 1199A Button, print a copy and take it to your bank to have the bottom portion completed. Make sure your application number is on the form. After your bank has filled out their portion of the form, you must fax a copy of the form to FEMA's SF-1199 Processing Staff at 301-998-8699. You should keep the original form in your grant files. After the faxed version of your SF 1199A has been reviewed you will receive an email indicating the form is approved. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,



Brian E. Kamoie
Assistant Administrator for Grant Programs

Summary Award Memo

SUMMARY OF ASSISTANCE ACTION
ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM
Application

INSTRUMENT:	GRANT
AGREEMENT NUMBER:	EMW-2014-FR-00210
GRANTEE:	City of Tamarac Fire Rescue
DUNS NUMBER:	077270940
AMOUNT:	$3,060,750.00, Regional Request

Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application - along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Period of Performance

15-JUL-15 to 14-JUL-16

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel:	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$3,060,750.00
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Other	$0.00
Indirect Charges	$0.00
State Taxes	$0.00

Total	$3,060,750.00

NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)

The Program Office has made the following reductions to your grant:
The approved cost for the SCBA with face pieces with cylinder is 371 at $7,000 each.
Funding is not approved for the item(s) requested under the Additional Funding line item.
Therefore, they have recommended the award at this level:
Total budget $3,060,750
Federal share $2,782,500
Applicant share $278,250

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Chanee Williams at Chanee.Williams@fema.dhs.gov.

FEMA Officials

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 8000 characters)

The Program Office has made the following reductions to your grant:
The approved cost for the SCBA with face pieces with cylinder is 371 at $7,000 each.
Funding is not approved for the item(s) requested under the Additional Funding line item.
Therefore, they have recommended the award at this level:
Total budget $3,060,750
Federal share $2,782,500
Applicant share $278,250

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Chanee Williams at Chanee.Williams@fema.dhs.gov.

Agreement Articles

FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - Regional Request

GRANTEE: City of Tamarac Fire Rescue

PROGRAM: Regional Request

AGREEMENT NUMBER: EMW-2014-FR-00210

AMENDMENT NUMBER:

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I. **Assurances, Administrative Requirements and Cost Principles**

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements and cost principles that apply to DHS award recipients originate from:

2 C.F.R. Part 200, *Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards*, as adopted by DHS at 2 C.F.R. Part 3002.

II. **Acknowledgement of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

III. **Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

IV. **Age Discrimination Act of 1975**

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

V. **Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

VI. **Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

VII. **Title VI of the Civil Rights Act of 1964**

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VIII. **Civil Rights Act of 1968**

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

IX. **Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

X. **Debarment and Suspension**

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

XI. **Drug-Free Workplace Regulations**

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 *et seq.*), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

XII. **Duplication of Benefits**

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

XIII. **Energy Policy and Conservation Act**

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

XIV. **Reporting Subawards and Executive Compensation**

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to *http://www.fsrs.gov.*

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at *http://www.fsrs.gov specify.*

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is $25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at *https://www.sam.gov.*

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.,* between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards,

and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward:*

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

XV. **False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

XVI. **Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

XVII. **Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. **Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. §2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. §2225.

XIX. **Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)**

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166,

Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XX. **Lobbying Prohibitions**

All recipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal.

XXI. **Non-supplanting Requirement**

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statues for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

XXII. **Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

XXIII. **Procurement of Recovered Materials**

All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. 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.

XXIV. **Contract Provisions for Non-federal Entity Contracts under Federal Awards**

a. Contracts for more than the simplified acquisition threshold set at $150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. Contracts in excess of $10,000.

All recipients that have contracts exceeding $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

XXV. **SAFECOM**

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXVI. **Terrorist Financing E.O. 13224**

All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

XXVII. **Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)**

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

XXVIII. **Trafficking Victims Protection Act of 2000**

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, *Federal Register,* Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

XXIX. **Rehabilitation Act of 1973**

All recipients of must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XXX. **USA Patriot Act of 2001**

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

XXXI. **Use of DHS Seal, Logo and Flags**

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXII. **Whistleblower Protection Act**

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

XXXIII. **DHS Specific Acknowledgements and Assurances**

All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.

2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

XXXIV. System of Award Management and Universal Identifier Requirements

A. Requirement for System of Award Management

Unless exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a

subaward from you unless the entity has provided its unique entity identifier to you.

2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions

For purposes of this award term:

1. *System of Award Management(SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at *http://www.sam.gov*).

2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.

3. *Entity,* as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

a. A Governmental organization, which is a State, local government, or Indian Tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization; and

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward:*

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

a. Receives a subaward from you under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

XXXV. **Animal Welfare Act of 1966**

All recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

XXXVI. **Protection of Human Subjects**

All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

XXXVII. **Incorporation by Reference of Funding Opportunity Announcement**

The Funding Opportunity Announcement for this program is hereby incorporated into your award agreement by reference. By accepting this award, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Funding Opportunity Announcement.

XXXVII. **Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. If you have questions about these procedures, please contact the AFG Help Desk at 1-866-274-0960, or send an email to firegrants@dhs.gov.

FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2014-FR-00210	0	59-1039552	AWARD	W494333N

6. RECIPIENT NAME AND ADDRESS	7. ISSUING OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
City of Tamarac Fire Rescue 6000 Hiatus Road Tamarac Florida, 33321-6414	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 POC: Andrea Day	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF PROJECT COORDINATOR	PHONE NO.
Michael Gresek	9545973562	Catherine Patterson	1-866-274-0960

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD
15-JUL-15	SF-270	Cost Sharing	From:15-JUL-15 To:14-JUL-16 Budget Period From:23-JAN-15 To:30-SEP-15

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
AFG	97.044	2015-F4-C111-P4310000-4101-D	$0.00	$2,782,500.00	$2,782,500.00	$278,250.00
		TOTALS	$0.00	$2,782,500.00	$2,782,500.00	$278,250.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
N/A	N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
Andrea Day	08-JUL-15

Go Back

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2014 130

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO SUBMIT A REGIONAL GRANT APPLICATION TO THE US DEPARTMENT OF HOMELAND SECURITY (DHS) VIA THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM FUNDS IN AN AMOUNT NOT TO EXCEED FOUR MILLION ($4,000,000) FOR FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT; PROVIDING FOR A MINIMUM TEN PERCENT (10%) MATCH IN LOCAL FUNDS IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED THOUSAND ($400,000) IN THE EVENT OF APPROVAL OF THE APPLICATION, PROVIDING FOR ACCEPTANCE OF THE GRANT AWARD AND EXECUTION OF DOCUMENTS UPON LEGAL REVIEW; AUTHORIZING THE CITY OF TAMARAC TO SERVE AS LEAD AGENCY APPLYING FOR AND PROVIDING ADMINISTRATION OF THE REGIONAL AFG GRANT IN THE EVENT OF APPROVAL OF THE APPLICATION; PROVIDING FOR A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TAMARAC AND THE COALITION OF CITIES APPLYING FOR AFG FUNDS PENDING LEGAL REVIEW IN THE EVENT OF APPROVAL OF THE APPLICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac wishes to provide high quality Fire Rescue services to residents, businesses and visitors to Tamarac; and

WHEREAS, the City Commission of the City of Tamarac desires to protect the health and safety of Tamarac Fire Rescue personnel; and

WHEREAS, the U.S. Department of Homeland Security (DHS), through the Federal Emergency Management Agency (FEMA), provides grants to local governments for firefighter personal protective equipment through the Assistance to Firefighters Grant (AFG) Program; and

WHEREAS, the City of Tamarac and a coalition of neighboring cities wishes to apply for AFG funds under one regional application for the provision of personal protective equipment for their respective firefighters; and

WHEREAS, FEMA requires and the City of Tamarac agrees to serve as the lead agency to file a regional AFG application on behalf of the coalition of cities and administer the AFG grant in the event of approval of the application; and

WHEREAS, FEMA requires and the City of Tamarac agrees to provide a Memorandum of Understanding (MOU) between the City of Tamarac and the coalition of neighboring cities for the administration of the AFG grant upon approval of the application and is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the Director of Financial Services and Fire Chief recommend submission of a regional AFG grant application on behalf of the coalition of cities, approval of the MOU, and acceptance of the award and execution of documents in the event of approval of the grant application; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to authorize the appropriate City Officials to submit a regional application for AFG grant program funds, approve and execute an MOU, and accept the regional AFG grant award and the execution of documents upon approval of the application pending legal review; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

SECTION 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are HEREBY made a specific part of this Resolution. All exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

SECTION 2: The appropriate City officials are HEREBY authorized to submit a regional grant application to the Department of Homeland Security (DHS) via the Federal Emergency Management Agency (FEMA) for Assistance to Firefighters Grant (AFG) program funds in the amount not to exceed four million ($4,000,000) for firefighter personal protective equipment, providing for a minimum ten percent (10%) match in local funds in an amount not to exceed four hundred thousand ($400,000) in the event of approval of the application. A copy of said application form is attached hereto as "Exhibit B" and incorporated herein by this reference.

SECTION 3: Upon approval of the application, the appropriate City officials are HEREBY authorized to accept the grant award and execute the necessary documents following legal review.

SECTION 4: The City of Tamarac is HEREBY authorized to serve as lead agency to apply for and provide administration of the regional AFG grant in the event of approval of the application.

SECTION 5: The City Commission of the City of Tamarac HEREBY approves the execution of a Memorandum of Understanding (MOU) between the City of Tamarac and the coalition of cities applying for regional AFG program funds pending legal review in the event of approval of the application.

SECTION 6: All Resolutions or parts of Resolutions in conflict herewith are HEREBY repealed to the extent of such conflict.

SECTION 7: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 8: This Resolution shall become effective immediately upon adoption.

PASSED, ADOPTED AND APPROVED this 10 day of December, 2014.

H Dressler
HARRY DRESSLER
MAYOR

ATTEST:

Patricia Teufel
PATRICIA TEUFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR DRESSLER yes
DIST 1: V/M BUSHNELL yes
DIST 2: COMM. GOMEZ yes
DIST 3: COMM. GLASSER yes
DIST 4: COMM. PLACKO yes

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS RESOLUTION
AS TO FORM

Julie Klahn 12/8/14
SAMUEL S. GOREN
CITY ATTORNEY

2014-15 ASSISTANCE TO FIRE FIGHTERS GRANT PROGRAM
REGIONAL GRANT APPLICATION
MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MOU) is being executed by the following listed participating agencies (hereafter "participating agencies"):

City of Tamarac
City of Coral Springs
City of Hallandale Beach
City of Lauderhill
City of Margate
City of North Lauderdale
City of Sunrise

Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating agencies, listed above.

WHEREAS, the participating agencies have formed a working committee and developed a course of action to achieve the goals and objectives of the Assistance to Firefighters Grant Program (AFG); and

WHEREAS, the participating agencies have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the AFG grant program; and

WHEREAS, the City of Tamarac has been selected through this MOU to be the host agency to file a regional AFG grant application (the "Application") on behalf of the participating agencies, and

WHEREAS, the City of Tamarac has been selected through this MOU to administer the 2014-15 regional AFG grant program award and agrees to be the host agency responsible for administration of the grant including asset accountability and reporting requirements for those assets acquired under the AFG regional application in the event of approval; and

WHEREAS, the City of Tamarac agrees to serve as host agent for the procurement and disbursement of all equipment received under AFG grant program award in the event of approval; and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the participating agencies agree as follows:

PURPOSE

This MOU establishes the relationship between the participating agencies for participation in a Regional 2014-15 Assistance to Firefighters Grant Program (AFG) grant award in the event of approval of the Application.

PROCEDURES

1. The City of Tamarac (Tamarac) will serve as the host agency to submit a regional 2014-15 AFG grant program application and serve as grant administrator for the participating agencies in the event of approval.

2. Pursuant to the AFG program guidelines, all items approved under the Application will be procured and administered through Tamarac in the event of approval of the Application.

3. Tamarac agrees, as host agency, to provide accountability for the assets acquired under the regional AFG grant award and provide reporting requirement deliverables. As such, participating agencies agree to provide Tamarac with this information on a timely basis to remain in compliance with the requirements of the grant.

4. The participating agencies agree to accept the 2014-15 regional AFG grant program award and accept their respective items as listed in the AFG grant application in the event of approval.

5. The participating agencies agree to provide the required cash match in the amount of 10% of the total cost of their requested items as detailed in the grant application as required under the regional AFG Grant Program guidelines. The required match shall be paid by the participating agencies upon receipt of an invoice from Tamarac, in advance of equipment procurement.

6. In the event of a reduced award, the participating agencies agree to accept this reduced amount and provide a 10% cash match on the total reduced award amount of their approved items.

7. Any expenditure beyond the grant award for an agency's approved item(s) remain the sole responsibility of that agency.

8. The participating agencies agree to allow Tamarac to procure and distribute their respective assets if awarded under the regional AFG grant program.

9. The participating agencies agree to participate in cooperative training on all equipment procured under this grant award as appropriate. As host agency, training will be coordinated through Tamarac.

10. The participating agencies agree to maintain/repair all items awarded to them under the Application in accordance with the manufacturer's warranty, and to replace the equipment if it becomes inoperable for a period of three years after official closeout of the grant agreement.

11. The participating agencies agree to promptly provide any additional documentation to Tamarac as requested, that may be necessary in connection with the grant.

12. Participating agencies agree to promptly return any equipment or deliverables that are received in error to Tamarac.

13. The grant award to each agency is as follows:

EQUIPMENT	Tamarac	Coral Springs	Hallandale	Lauderhill	Margate	North Lauderdale	Sunrise
SCBA Airpacks	59	70	40	50	30	72	50
Spare Bottles	59	70	40	50	30	72	50
Face Mask	41	100	40	50	47	38	111

TERM AND TERMINATION

This MOU shall be effective on the date of last signature of the participating agencies herein and shall continue in full force and effect for a period of five years after official closeout of the grant agreement.

GUIDELINES

In performing its duties, responsibilities and obligations pursuant to this Agreement, each participating agency agrees to adhere to the requirement standards set forth in the AFG grant program guidance and Federal OMB Circular A-133 as applicable.

RECORDS

1. Each participating agency understands that any and all records created as a result of participating in this federal grant program may be subject to the public disclosure pursuant to the Public Records Statute, Fla. Stat. Section 119.07 and shall be responsible for compliance with any public records request served upon it and any resultant award of attorney's fees for noncompliance.

2. Each participating agency shall maintain its own respective records and documents associated with this MOU sufficient to demonstrate compliance with the terms of this agreement for a period of five years from the close-out date of the agreement, and shall allow Tamarac and the Department of Homeland Security access to such records upon request.

EXECUTION

This agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

INSURANCE OR SELF-INSURANCE

Each participating agency, at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, professional liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each participating agency agrees to provide the other forty-five (45) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverage.

INDEPENDENT CONTRACTOR

This MOU does not create an employee/employer relationship between the parties. It is the intent of the parties that each participating agency is an independent contractor, and each participating agency shall assume responsibility for all personnel costs for its respective employees, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.

INDEMNIFICATION

Each participating agency shall each be separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under the MOU.

To the extent permitted by law, each participating agency shall indemnify, defend, and hold Tamarac, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the negligent acts or omissions of the participating agency or its employees, and the participating agency shall indemnify Tamarac, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which Tamarac, its officials, agents, servants and employees, might suffer in connection with or as a result of the negligent acts of the participating agency or its employees. For purposes of this provision, the participating agency's employees shall not be deemed agents or servants of Tamarac and Tamarac's employees shall not be deemed agents or servants of the participating agency. The participating agency will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in the Agreement shall be construed as a waiver of sovereign immunity.

To the extent permitted by law, Tamarac shall indemnify, defend, and hold participating agency, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the negligent acts or omissions of Tamarac or its employees and Tamarac shall indemnify participating agency, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which participating agency, its officials, agents, servants and employees, might suffer in connection with or as a result of the negligent acts of the Tamarac or its employees. For purposes of this provision, Tamarac's employees shall not be deemed agents or servants of participating agency and participating agency's employees shall not be deemed agents or servants of Tamarac. Tamarac will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in the Agreement shall be construed as a waiver of sovereign immunity.

GOVERNMENTAL IMMUNITY

Each participating agency is a municipal corporation existing under the laws of the state of Florida. Each agrees to be fully responsible for acts and omissions of their agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a political subdivision of the state of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

NOTICES

Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class, and certified return receipt requested, addressed as follows:

TO:

CITY OF TAMARAC
City Manager
7525 NW 88 Avenue
Tamarac, Florida 33321

With copy to:

City of Tamarac City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

TO:

CITY OF CORAL SPRINGS

TO:

CITY OF HALLANDALE BEACH

TO:

CITY OF LAUDERHILL

TO:

CITY OF MARGATE

TO:

CITY OF NORTH LAUDERDALE

TO:

CITY OF SUNRISE

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered on the date delivered if by personal delivery of overnight courier; on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be if mailed.

GOVERNMENTAL IMMUNITY

Each participating agency is a municipal corporation existing under the laws of the state of Florida. Each agrees to be fully responsible for acts and omissions of their agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a political subdivision of the state of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

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TO:

CITY OF TAMARAC
City Manager
7525 NW 88 Avenue
Tamarac, Florida 33321

With copy to:

City of Tamarac City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

TO:

CITY OF CORAL SPRINGS

TO:

CITY OF HALLANDALE

TO:

CITY OF LAUDERHILL

TO:

CITY OF MARGATE

TO:

CITY OF NORTH LAUDERDALE

TO:

CITY OF SUNRISE

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered on the date delivered if by personal delivery of overnight courier; on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be if mailed.

MISCELLANEOUS

1. COMPLIANCE WITH LAWS

The participating agencies shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations which may be applicable in performing its duties, responsibilities, and obligations pursuant to this MOU.

2. JOINT PREPARATION

The participating agencies acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this MOU has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3. APPLICABLE LAW AND VENUE

This MOU shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue in any proceeding or action among the parties arising out of this MOU shall be in Broward County, Florida.

4. INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the participating agencies.

5. ENTIRE AGREEMENT

This MOU contains the entire understanding of the participating agencies relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This MOU may not be altered, amended, modified, or otherwise changed nor may any of the terms hereof be waived, except by written instrument executed by the participating agencies. The failure of a participating agency to seek redress for violation of or to insist on strict performance of any of the covenants of this MOU shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and affect.

6. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

7. UNCONTROLLABLE FORCES

Participating agencies shall not be considered to be in default of this MOU if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this MOU and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

8. ASSIGNMENT

Participating agencies shall not assign or transfer its rights, title or interests in the MOU.

9. SIGNATORY AUTHORITY

Each participating agency shall supply Tamarac with copies of requisite documentation evidencing that the signatory for the participating agency has the authority to enter into this MOU.

10. NO THIRD PARTY BENEFICIARIES.

The participating agencies expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the parties intend to directly or substantially benefit a third party by this MOU. The parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the parties based upon this MOU. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

11. CAPTIONS

The captions, section designations, section numbers, article numbers, titles and headings appearing in this MOU are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this MOU, nor in any way effect this MOU and shall not be construed to create a conflict with the provisions of this MOU.

12. AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this MOU and executed by each party hereto.

13. NO GRANT OF AGENCY

Except as the participating agencies may specify in writing, no participating agency shall have authority, expressed or implied, to act on behalf of the other participating agencies in any capacity whatsoever as an agent. No participating agency shall have any authority, express or implied, pursuant to this MOU, to bind the other participating agency to any obligation whatsoever.

IN WITNESS WHEREOF, the participating agencies execute this instrument on the date(s) shown below:

City of Tamarac

_____ **Date:** 12-16-14
Authorized Representative

Approved as to form and legal sufficiency
Subject to the execution by participating agencies

_____ **Date:** 12-18-14
City Attorney

City of Coral Springs

_____ **Date:** _____
Authorized Representative

City of Hallandale Beach

_____ **Date:** _____
Authorized Representative

City of Lauderhill

_____ **Date:** _____
Authorized Representative

City of Margate

_____ **Date:** _____
Authorized Representative

City of North Lauderdale

_____ **Date:** _____
Authorized Representative

City of Sunrise

_____ **Date:** _____
Authorized Representative

12. AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this MOU and executed by each party hereto.

13. NO GRANT OF AGENCY

Except as the participating agencies may specify in writing, no participating agency shall have authority, expressed or implied, to act on behalf of the other participating agencies in any capacity whatsoever as an agent. No participating agency shall have any authority, express or implied, pursuant to this MOU, to bind the other participating agency to any obligation whatsoever.

IN WITNESS WHEREOF, the participating agencies execute this instrument on the date(s) shown below:

City of Tamarac

_____ **Date:** _____

Authorized Representative

Approved as to form and legal sufficiency
Subject to the execution by participating agencies

_____ **Date:** _____

City Attorney

City of Coral Springs

_____ **Date:** 2-17-15

Authorized Representative
Chief Frank Babinec

City of Hallandale Beach

_____ **Date:** _____

Authorized Representative

12. AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this MOU and executed by each party hereto.

13. NO GRANT OF AGENCY

Except as the participating agencies may specify in writing, no participating agency shall have authority, expressed or implied, to act on behalf of the other participating agencies in any capacity whatsoever as an agent. No participating agency shall have any authority, express or implied, pursuant to this MOU, to bind the other participating agency to any obligation whatsoever.

IN WITNESS WHEREOF, the participating agencies execute this instrument on the date(s) shown below:

City of Tamarac

_____ **Date:** _____

Authorized Representative

Approved as to form and legal sufficiency
Subject to the execution by participating agencies

_____ **Date:** _____

City Attorney

City of Coral Springs

_____ **Date:** _____

Authorized Representative

City of Hallandale Beach

_____ **Date:** 1/16/15

Authorized Representative

Approved as to Form
and Sufficiency

City Attorney

City of Lauderhill

_____ Date: 01/22/15
Authorized Representative

City of Margate

_____ Date: _____
Authorized Representative

City of North Lauderdale

_____ Date: _____
Authorized Representative

City of Sunrise

_____ Date: _____
Authorized Representative

City of Lauderhill

_____ **Date:** _____
Authorized Representative

City of Margate

SEE ATTACHED SIGNATURE PAGE _____ **Date:** _____
Authorized Representative

City of North Lauderdale

_____ **Date:** _____
Authorized Representative

City of Sunrise

_____ **Date:** _____
Authorized Representative

CITY OF MARGATE

Joanne Simone, Mayor
21st day of January, 2014

Douglas E. Smith, City Manager
21st day of January, 2014

ATTEST:

Joseph J. Kavanagh, City Clerk
21st day of January, 2014

APPROVED AS TO FORM:

Eugene M. Steinfeld, City Attorney
21st day of January, 2014

City of Lauderhill

_____ **Date:** _____
Authorized Representative

City of Margate

_____ **Date:** _____
Authorized Representative

City of North Lauderdale

_____ **Date:** February 10, 2015
Authorized Representative

City of Sunrise

_____ **Date:** _____
Authorized Representative

City of Lauderhill

_____ **Date:** _____
Authorized Representative

City of Margate

_____ **Date:** _____
Authorized Representative

City of North Lauderdale

_____ **Date:** _____
Authorized Representative

City of Sunrise

_____ **Date:** 12/30/2014
Authorized Representative

Approved as to legal
form and sufficiency
for the City of Sunrise, Florida
By: _____
Kimberly A. Kisslan, City Attorney
12th day of January, 2015

National Purchasing Partners

Member Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) by and between government entities that execute a Lead Contracting Agency Authorization ("Lead Contracting Agency(ies)") to be supplemented and made a part hereof and participating National Purchasing Partners ("NPP") government entity members ("Participating Agencies") including members of FireRescue GPO and Public Safety GPO, that agree to the terms and conditions of this Agreement. All NPP Lead Contracting Agencies and Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agencies have entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPP, created by a nonprofit medical center, provides group purchasing marketing and administrative support for governmental entities within the membership. NPP's marketing and administrative services are free to its membership, which includes participating public entities and non-profit institutions throughout the United States and Canada.

WHEREAS, NPP has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Vendor Contracts through the inclusion of the membership in Lead Contracting Agency bid Solicitation and Master Price Agreements;

WHEREAS, the Master Price Agreements provide that all members of NPP may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements open to all Participating Agencies;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each Party represents and warrants that it is eligible to participate in this Agreement because it is a local government or non-profit corporation created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements, both in state law and local policy.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

a. Each party will facilitate the cooperative procurement of goods and services.

b. The procuring party shall be responsible for the ordering of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties harmless from any liability that may arise from action or inaction of the procuring party.

c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreements and NPP.

d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.

e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other bid requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to the Lead Contract Agency.

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF EACH "LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH

PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

LEAD CONTRACTING AGENCY
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of South Davis Metro Fire Agency (Lead Contracting Agency) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Member Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by Lead Contracting Agencies to Participating Agencies locally, regionally, and nationally through NPP. Copies of Master Price Agreements and any amendments thereto made available by Lead Contracting Agencies will be provided to Participating Agencies and NPP to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Member Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the South Davis Metro Fire Agency and is duly authorized to sign this Lead Contracting Agency Endorsement and Authorization.

BY: Jeff Bassett
ITS: Fire Chief

Date: 10-3-13

Lead Contracting Agency Contact Information:

Contact Person: Jeff BASSETT
Address: 255 S. 100 W
Bountiful, UT 84010

Telephone No.: 801-677-2408
Email: JBASSETT@SDmetrofire.org

PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of _____ (Participating Agency) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Member Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by Lead Contracting Agencies to Participating Agencies locally, regionally, and nationally through NPP.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Member Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPP shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.*

_____ Date:_____
BY: _____
ITS: _____

Participating Agency Contact Information:

Contact Person: _____
Address: _____
_____
_____
Telephone No.:_____
Email:_____

* In addition to execution of this Member Intergovernmental Cooperative Purchasing Agreement, all Participating Agencies must be registered members of NPP and/or FireRescue GPO in order to access NPP competitively bid contracts. Registration is fast and free. Go to www.mynpp.com or contact a customer service representative at 1-800-810-3909 or customerservice@mynpp.com.

Fire Turnouts and Fire Related Equipment
MASTER PURCHASE AGREEMENT

This Master Purchase Agreement dated the last day of signature (effective date) is by and between the South Davis Metro Fire Agency ("Purchaser") and Municipal Emergency Services Inc. (MES) ("Supplier").

RECITALS

WHEREAS, the Supplier is in the business of selling certain Fire Turnouts and Fire Related Equipment and related products and services, as further described herein; and

WHEREAS, the Supplier desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, the Supplier desires to extend the terms of this Master Purchase Agreement to members of National Purchasing Partners, LLC.

NOW, THEREFORE, Supplier and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Parties" shall mean the Purchaser and Supplier.

1.2 "Agreement" shall mean to this Master Purchase Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal RFP No. 2013-1 (herein "RFP") and Supplier's Proposal submitted in response to the RFP (herein "Supplier's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.3 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind, including, but not limited to, those relating to (i) affirmative action and equal employment opportunity, (ii) nondiscrimination based on race, color, creed, religion, sex, age, ethnic origin or existence of a disability, (iii) wages and hours, (iv) workers' compensation and unemployment insurance, (v) labor and employment conditions, (vi) occupational safety and health and (vii) the environment and the use and handling and disposal of toxic and/or hazardous substances and materials.

1.4 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Supplier's employees (or

subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.5 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.6 "Products" shall mean the products and/or services to be sold by Supplier hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Supplier to reflect products and/or services offered by Supplier generally to its customers.

1.7 "Purchase Order" shall mean any authorized written, electronic, telephone or fax order sent or made by Purchaser pursuant hereto, including, but not limited to, written purchase orders, requisitions sent by fax machine, and orders in such other form and/or mode of transmission as Purchaser and Supplier may from time to time agree. Each Purchase Order will specify the following items: National Purchasing Partners contract number, specific Products requested (by id number), unit price per Product, quantity, delivery schedule, destination (with contact/recipient), and total price of the Purchase Order. Each Purchase Order issued under this Agreement shall be made part of, and be incorporated into this Agreement, and shall reference this Agreement on the face of each Purchase Order. Should any Purchase Order not conform to or satisfy the terms of this Agreement, Supplier shall have five (5) business days after receipt to reject the Purchase Order. By not rejecting the Purchase Order within five (5) business days, Supplier will have accepted the Purchase Order. Acceptance by Supplier is limited to the provisions proposed by Supplier or Purchaser shall apply. In addition, the parties agree that this Agreement and accepted Purchase Orders constitute a contract for the sale of goods and/or services and satisfy all statutory and legal formalities of a contract.

1.8 "Unemployment Insurance" shall mean the contribution required of Supplier, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.9 "National Purchasing Partners" is a subsidiary of two nonprofit health care systems and provides group purchasing marketing and administrative support for governmental entities within the membership. National Purchasing Partners' membership includes participating public entities across North America.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners that Supplier for which Supplier has agreed to extend the terms of this Master Purchase Agreement pursuant to Article 2.5 and Attachment C herein.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Supplier hereby agrees to sell to Purchaser such Products as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products ordered by

Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 All Purchase Orders issued by Purchaser to Supplier for Products during the Term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Supplier, the provisions of this Agreement shall govern. No other terms and conditions, including, but not limited to, those contained in Supplier's standard printed terms and conditions, on Supplier's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the parties.

2.3 Notwithstanding any other provision of this Agreement to the contrary, Purchaser shall have no obligation to order or purchase any Products hereunder and the placement of any Purchase Order shall be in the sole discretion of Purchaser. Without limiting the generality of the foregoing, the actual quantity of Products to be purchased hereunder shall be determined by Purchaser in its sole discretion. This Agreement is not exclusive. Supplier expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, products which are identical or similar to the Products described in this Agreement from any third party.

2.4 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

(i) This Agreement;
(ii) Supplier's Proposal; and
(iii) The RFP.

Supplier has responded with no Exceptions to the RFP Solicitation identified in Supplier's Proposal.

2.5 Extension of contract terms to National Purchasing Partners, LLC

2.5.1 Pursuant to Section 1.0 of the RFP, Supplier agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to other government agencies and non-profit entities that are members of National Purchasing Partners, that have executed a National Purchasing Partners IGA as a Participating Agency as may be required by the government agency's local regulations, and that wish to access this Agreement in accordance with Attachment C which is attached hereto and incorporated herein by reference ("Participating Agencies"). Each Participating Agency will be exclusively responsible for and deal directly with Supplier on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products in accordance with the terms and conditions of this Agreement as if it were "Purchaser"

hereunder. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them under and in accordance with the laws of the State in which the Participating Public Agency exists. Pursuant to 1.2A) and 3.2 of the RFP, South Davis Metro Fire Agency shall not incur any liability as a result of the access and utilization of this Agreement by other NPP Participating Agencies.

2.5.3 Supplier acknowledges execution of a Vendor Administration Fee Agreement with National Purchasing Partners, LLC, pursuant to Section 1.2C) of the RFP.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the date of contract award. By mutual written agreement between South Davis Metro Fire Agency and contractor, the contract may be extended for up to three consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contractor is so notified by South Davis Metro Fire Agency.

3.2 Month-to-month extensions: South Davis Metro Fire Agency reserves the right to offer month-to-month extensions if that is determined to be in the best interests of Members.

3.3 Renewal of contract: Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract. Provided that the Lead Contracting Agency, through NPP, and/or the Proposer may opt to decline extension of the Master Purchase Agreement by providing notification in writing least thirty (30) calendar days prior to the annual automatic extension anniversary of the original Master Purchase Agreement term.

3.4 Either party may terminate this Agreement by written notice to the other party if the other party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, AND PAYMENT

4.1 Purchaser shall pay Supplier for all Products ordered and delivered in compliance with the terms and conditions of this Agreement on the terms and at the price or prices specified for each such Product on Attachment A. Unless Attachment A or Supplier's Proposal expressly provides otherwise, the discount off list schedule for Products set forth on Attachment A hereto shall remained fixed for the entire term of the agreement but manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Unless otherwise directed by Purchaser for expedited orders, Supplier shall utilize such common carrier for the delivery of Products as Supplier may select; provided, however, that for expedited orders Supplier shall obtain delivery services hereunder at rates and terms not less favorable than those

paid by Supplier for its own account or for the account of any other similarly situated customer of Supplier.

4.2 Supplier shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement and such reasonable requirements as may be prescribed by Purchaser from time to time. Invoices shall be addressed as directed by Purchaser.

4.3 Unless Attachment A or Supplier's Proposal (Attachment D) expressly provides otherwise, the prices specified on Attachment A include (i) all taxes and duties of any kind which Supplier is required to pay with respect to the sale of Products covered by this Agreement and (ii) all charges for packing, packaging and loading.

4.4 Notwithstanding any other agreement of the parties as to the payment of shipping/delivery costs and subject to Attachments A and F herein, Supplier shall offer delivery and/or shipping costs prepaid Shipments shall be F.O.B. Ship Point, with freight charges added to the invoice. Title and risk of loss of material shall not pass to SDMFA or participating Members until SDMFA/Member receives and inspects/accepts the material at delivery point, unless otherwise provided in the contract. To see additional terms please contact the distributor. If there are handling fees, these also shall be included in the pricing. Supplier shall bear all risk of loss during transit.

4.5 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Supplier in connection with the provision of the Products, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses"). To the extent that Attachment A expressly requires Purchaser to reimburse Supplier for Incidental Expenses, and notwithstanding anything else set forth in this Agreement, including Attachment A, Purchaser shall not be responsible for any such reimbursement unless the expenses to be reimbursed are (i) approved, in each instance, in advance by Purchaser; and (ii) substantiated by appropriate receipts and related documentation. It is acknowledged and agreed that Purchaser may, as a condition of its approval of any such Incidental Expense reimbursement, require in each instance Supplier to utilize suppliers or service providers prescribed by Purchaser, which may include suppliers or service providers which are affiliated with Purchaser.

4.6 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

ARTICLE 5 – INSURANCE

During the term of this Agreement, Supplier shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in the states where Products are to be sold hereunder.

ARTICLE 6 – INDEMNIFICATION

Supplier agrees that it shall indemnify, defend and hold harmless Purchaser, its respective officials, directors, employees and agents (collectively, the "Indemnities"), and National Purchasing Partners from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including without limitation reasonable attorney's fees), suffered directly or indirectly by any of the Indemnities by reason of, or arising out of, (i) any breach of any covenant, representation or warranty made by Supplier in this Agreement, (ii) any failure by Supplier to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Supplier, any subcontractor of Supplier, or any of their respective employees or agents, (iv) any failure of Supplier, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Supplier under this Agreement or Supplier's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Purchaser or its officials, directors, employees, agents or contractors. In addition, Supplier shall not be liable for infringement claims related to nonstandard or special-order product, the design of which is provided to Supplier by Purchaser. The provisions of this Article shall survive the expiration or termination of this Agreement.

LIMITATION OF LIABILITY: IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE 7 – WARRANTIES

All maintenance and warranty questions should be routed to Supplier at 866.288.4936. Supplier will facilitate and coordinate with the appropriate service center and contact.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Supplier's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Supplier for correction or replacement, or (ii) require Supplier to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Supplier fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect and sort the Products and Supplier shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Supplier of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Supplier may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Supplier agrees to comply with all Applicable Laws. Without limitation of the foregoing sentence, Supplier shall comply with all applicable equal employment opportunity, affirmative action, and all other contract clauses required by Applicable Law and shall, at Supplier's expense, secure and maintain in full force during the Term of this Agreement, any and all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Supplier shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the parties. Neither party shall in any advertising, sales materials or in any other way use any of the names or logos of the other party without the prior written approval of the other party.

11.2 Any knowledge or information which Supplier or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products covered by this Agreement shall not, unless otherwise designated by Supplier, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Supplier's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Supplier, during normal business hours, audit the books, records and accounts of Supplier to the extent that such books, records and accounts pertain to sale of any Products hereunder or otherwise relate to the performance of this Agreement by Supplier. Supplier shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. This Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination and Purchaser shall continue to have the right to audit during such period.

ARTICLE 13 - DELIVERY REQUIREMENTS

TIME IS OF THE ESSENCE WITH RESPECT TO EACH PURCHASE ORDER ISSUED HEREUNDER. If Supplier for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements hereunder or under any Purchase Order, Supplier shall promptly notify Purchaser in writing. Except as otherwise provided in Article 18 below, if Supplier does not comply with the applicable delivery schedule, in addition to any other remedies it may have, Purchaser may require delivery by fastest method available and any actual out-of-pocket charges or costs resulting from such method (including, but not limited to, premium shipping rates, etc.), if any, must be fully prepaid and/or absorbed by Supplier without additional cost to Purchaser. It is Supplier's responsibility to comply with the delivery schedule applicable to each Purchase Order accepted by Supplier.

ARTICLE 14 - RISK OF LOSS AND PASSAGE OF TITLE

Supplier shall have the risk of loss of or damage to any Products until passage of title to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after title has passed to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 15 - REMEDIES

Except as otherwise provided herein, any right or remedy of Supplier or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Supplier and Purchaser shall have all rights and remedies under applicable law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 16 - RELATIONSHIP OF PARTIES

Supplier is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Supplier and Purchaser. Neither party has the power or authority to bind or commit the other.

ARTICLE 17 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Purchaser:
South Davis Metro Fire Agency
ATTN: Chief Jeff Bassett
255 South 100 West
Bountiful, UT 84011
If to Supplier:
David Mooney
MES
3801 Fruit Valley Rd
Vancouver, WA 98660

with a copy to:

Bruce R. Busch
Senior Vice President
National Purchasing Partners, LLC
1100 Olive Way, Suite 1020
Seattle, WA 98101

Either party may change its notice address by giving the other party written notice of such change in the manner specified above.

ARTICLE 18 - FORCE MAJEURE

Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or

regulations now in existence as well as those enacted in the future), acts of God, and delays or failure in obtaining raw materials, supplies or transportation. A party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 19 - WAIVER

No delay or failure by either party to exercise any right, remedy or power herein shall impair such party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving party and then only to the extent expressly set forth in such writing.

ARTICLE 20 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties hereto, but it may not be assigned in whole or in part by Supplier without the prior written consent of Purchaser which shall not be unreasonably withheld or delayed. Supplier shall not delegate its duties under this Agreement nor assign monies due or to become due to it hereunder without prior written consent of Purchaser. Purchaser may freely assign this Agreement to an instrumentality thereof or to a third party responsible for administering this Agreement on behalf of Purchaser.

ARTICLE 21 - SEVERABILITY

To the extent possible, each provision of this Agreement and any Purchase Order shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement or any Purchase Order issued in accordance with this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement or Purchase Order, but rather the entire Agreement or Purchase Order shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

ARTICLE 22 - INCORPORATION; ENTIRE AGREEMENT

22.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Supplier's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

22.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 23 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 24 - MODIFICATIONS

This Agreement may be modified or amended only by a writing executed by both parties hereto.

ARTICLE 25 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Purchaser exists, without regard to its choice of law provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

PURCHASER:

By: _____
Name: Jeff BASSETT
Title: Fire Chief
South Davis Metro Fire Agency
Dated: 9-23-13

SUPPLIER:

By: Municipal Emergency Services Inc.
Name: David Mooney
Title: Regional Vice President

Dated: 9/20/13

ATTACHMENT A

to Purchase Agreement by and between SUPPLIER and PURCHASER.

Fire Turnouts and Fire Related Equipment
Contact MES for Complete Pricelist

Pricing and Discount Summary

MES is offering the following products and discounts in this proposal. Pricing found in "Fire Equipment Pricing.xls" on the enclosed flash drive has list and catalog pricing in the form of PDF. Double clicking on the icon will open the price sheet. The applicable discount is listed above each icon. Items that are fixed pricing are also indicated.

The spreadsheet is tabbed at the bottom by category to simplify searching.

Turnouts

-All **Honeywell Turnout Clothing** are discounted as follows:

1-75 Firefighters	51% off list price
76-299 Firefighters	55.6% off list price
300+ Firefighters	60% off list price

-**Honeywell footwear is 20% off MSRP**

-**Globe Turnouts are 41% off MSRP (limited to NC, SC, VA, IL, IN, NJ, DE, MD. NY, TN, PA) MO, NE, KS, IA, MN, SD, ND**

-**Globe Footwear is 25% off MSRP (limited to the same states as turnouts)**

-**Bullard Helmets at 35% off (not applicable in HI, CA, AZ, NM, CO, WY, MT, WA, OR, ID, AK, NV, or UT)**

-**Cairns Helmets are 30% off MSRP**

SCBA

-**SCOTT** Safety SCBAs, facepieces, and cylinders are 25% off MSRP (trade in credits allowable when conditions permit)

-**SCOTT** fill stations and compressors have a discount of free freight.

-**SCBAs Inc** equipment at 10% off MSRP

Equipment

-**SCOTT** Thermal Imaging Camera has 8% off MSRP

-**RIT** Safety ropes, harnesses, bailout systems, etc is 17% off MSRP

-**CMC** Recue ropes, harnesses, bailout systems, etc is 15% off MSRP

-**Gemtor** is 15% off MSRP

-**Genesis Rescue** tools is 10% off list (limited to UT, CO, NM, AZ, WA, OR, WY, NV, HI, MT and CA)

-**Holmatro Rescue Tools** is 5% off list (limited to AK, and ID)

-**Hurst Rescue Tools** is 20% off MSRP (limited to NC, SC, NJ, PA, VA, TX, ND, SD, NE, IA, FL, TN, AL, GA)

-**Ajax Rescue** Tools is 15% off MSRP

-**Duo Safety** is 20% off MSRP

-**Aluminum Ladder Co** is 20% off MSRP

-**Simulaids** is 8% off MSRP

-**Euramco (Ram Fan)** is 20% off MSRP

-**Tempest Products** is 20% off MSRP

-**Super Vac** is 10% off MSRP (Valid in HI, CA, AZ, NM, CO, WY, MT, NV, UT, ID, OR, WA, AK)

-**Cutters Edge** is 15% off MSRP

-**Groves (Reddy Rack)** is 15% off MSRP

-**Nupla Tools** is 30% off MSRP

-**Leatherhead** Tools is 30% off MSRP

-**Akron Tools** is 30% off MSRP

-**Council Tools** is 35% off MSRP

-**Streamlight Flashlights** is 40% off MSRP

-**Fox Fury Flashlights** is 12% off MSRP

-**Koehler-Bright Star** is 5% off MSRP

-**Pelican** is 25% off MSRP

-**Crew Boss** Wildland Gear is 12% off MSRP

-**Petrogen Products** is 10% off MSRP

-**Flamefighter** is 25% off MSRP

-**Ziamatic** is 25% off MSRP

-ESS Safety is 30% off MSRP

-**Benchmade Products** at 30% off MSRP

-**Whelen** is 25% off MSRP

-**Duracel Batteries** are 40% off MSRP

-**Amerex Fire Extinguishers** is 25% off MSRP

Hose

-**Firequip** Hose has a discount of 25% off catalog pricing

Brass

-**Elkhart Brass** (including Master Chief and Traditional line products) is 40% off MSRP

-**Kochek** adaptors, etc is 40% off MSRP

-**Task Force Tips (TFT)** brass is 30% off MSRP (limited to PA, VA, NJ, FL, NY, NC, IL, TN)

-**G-Force by TFT** (national availability) has no discount per the manufacturer.

-**Action Couplings** is 25% off MSRP

-**Harrington** is 35% off MSRP

-**S&H** Products is catalog pricing which is approximately 30% off MSRP

Foam

- **Ansul** Foam is 20% off MSRP

-**Chem** Guard is 20% off MSRP

-**CET** Pumps is 10% off MSRP

Badges/Station Wear and Uniforms

-**Blackinton Badges** is 25% off MSRP.

-**511 Tactical** station wear etc is 27% off MAP

-**Tru Spec** station wear etc is 25% off MAP

-**Workrite Uniforms** is 15% off MSRP

-**VF Imagewear (Horace Small)** is 20% off MSRP

Cleaning, Maintenance, and Customizations

-**Northwest Safety Clean** is fixed pricing for turnout cleaning and maintenance, alterations, and customizations.

-**511 Tactical** customizations are fixed pricing

-**Tru Spec** customizations are fixed pricing

Pricing contained in this Attachment A shall be extended to all National Purchasing Partner government members upon execution of the National Purchasing Partners Intergovernmental Cooperative Purchase Agreement Participating Agency Endorsement and Authorization

ATTACHMENT B

to Purchase Agreement by and between SUPPLIER and PURCHASER.

ADDITIONAL SELLER WARRANTIES

ATTACHMENT C

to Purchase Agreement by and between SUPPLIER and PURCHASER.

PARTICIPATING AGENCIES

Purchaser served as the Lead Contracting Agency in cooperation with National Purchasing Partners and on behalf of other government agencies that desire to access the Master Purchase Agreement. Supplier must deal directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Purchaser is acting as "Lead Contracting Agency" for the Participating Agencies and shall not be held liable for any costs, damages, etc., incurred by any other Participating Agency.

The subsequent contract shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is required to execute a National Purchasing Partners Member Intergovernmental Cooperative Purchasing Agreement ("IGA"), all as set forth on the National Purchasing Partners web site, www.mynpp.com, under the Supplier vendor page. The IGA allows the Participating Agency to purchase products from the Supplier in accordance with each Participating Agency's legal requirements.

South Davis Metro Fire Agency
Fire Turnouts and Fire Related Equipment Solicitation Synopsis
Solicitation No. 2013-1

Intent

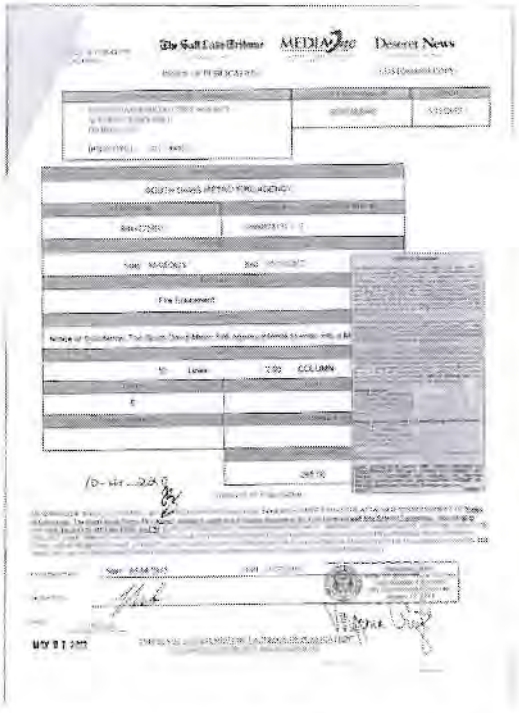
South Davis Metro Fire Agency in conjunction with National Purchasing Partners, LLC (NPP), dba FireRescue GPO and Public Safety GPO, served as Lead Agency to solicit proposals for Fire Turnouts and Fire Related Equipment providers to service the NPP membership. The published Request for Proposal (RFP) contains provisions that permit all members of NPP throughout the nation to "piggy-back" off the resulting Master Price Agreement(s).

Determination for issuing RFP

South Davis Metro Fire Agency has determined that it is neither practicable nor advantageous for South Davis Metro Fire Agency to procure Fire Turnouts and Fire Related Equipment using competitive sealed bidding. Competitive sealed bidding limits evaluation of offers solely to compliance with the requirements, provides no opportunity to compare the product and service offerings among the vendors, prohibits revision of the offers, and uses price as the predominate deciding factor. Such limitations prevent South Davis Metro Fire Agency from awarding the most advantageous contract(s) for South Davis Metro Fire Agency.

Procedure

South Davis Metro Fire Agency issued and published an RFP (2013-1) on June 24, 2013.




South Davis Metro Fire Agency
Proudly Serving the Communities of
Fire Turnouts & Fire Related Equipment Request
for Proposal Solicitation No. 2013-1
Notice of Intent to Award Contract

The RFP was posted to the following web sites: www.nppgovernment.com, www.firerescue-gpo.com, www.SDMetrofire.org, and www.findrfp.com

South Davis Metro Fire Agency received proposals from the following vendors:

1. L.N. Curtis
2. Municipal Emergency Services (MES)

Proposals were evaluated over a two-week period by South Davis Metro Fire Agency based on the criteria contained in the RFP.

South Davis Metro Fire Agency reviewed a summary of the recommendations and selected the successful proposer(s).

Evaluation

The evaluation was based on the following criteria as described in the RFP (weighted):

Basis of award: Award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) is (are) determined in writing to be most advantageous to South Davis Metro Fire Agency and for the national membership base of National Purchasing Partners DBA FireRescue GPO and Public Safety GPO. South Davis Metro Fire Agency reserves the right to use model projects/market baskets to determine the most advantageous proposal(s). It is South Davis Metro Fire Agency's intent to award a complete line of products, when possible and advantageous.
Best and final offers: South Davis Metro Fire Agency may issue requests for best and final offers (BAFO). Issuance of a best and final offer is not guaranteed. Proposals should be complete and meet all specifications and requirements of this solicitation.
Competitive range: South Davis Metro Fire Agency reserves the right to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

Criteria: The evaluation criteria for this solicitation, in relative order of importance, are as follows:

- Conformance to the terms and conditions in the solicitation;
- Completeness of the proposal and required forms;
- Price, including favorable pricing for cooperative purchasing;
- Product lines offered;
- Service capabilities for all regions of the state
- Demonstrated vendor/staff experience/knowledge, and/or product quality; and
- References and Past Performance Information (PPI) review.

The evaluation committee selected L.N. Curtis as the Regional Proposer and MES as the National Proposer.

Pricing Structure

Core list pricing per vendor – See Price List Attachment A to MPA.

AFFIDAVIT OF MAILING

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I, Michael Angeles, being first duly sworn on oath, deposes and states that I am a Contract Manager for National Purchasing Partners (dba Public Safety GPO and FireRescue GPO), a group purchasing organization. On May 8th, 2013, I caused to be deposited in the United States mail at Seattle, King County, Washington, with first class postage prepaid, one each copy of the attached NOTICE OF SOLICITATION for the MASTER AGREEMENT FOR FIRE EQUIPMENT to the following addresses:

L.N. CURTIS AND SONS C/O Nick Lawrence 4818 Skycrest Way Santa Rosa, CA 95405		MES C/O Shridhar Shah 7 Poverty Road 85H Bennett Square Southbury, CT 06488
TheFireStore.com 104 Independence Way Coatesville, PA 19320		Avon/ISI Mark Williamson 922 Hurricane Shoals Road Lawrenceville GA 30043
INLINE DISTRIBUTING COMPANY C/O Bryan Miller 14093 BALBOA BLVD Sylmar, CA 91342		Jerry Loran C/O Lion Apparel 28820 Forest Dr. Carbonado WA 98323

Michael Angeles

SUBSCRIBED AND SWORN TO before me this 8th day of May, 2013 by Michael Angeles

Notary Public
State of Washington
BRUCE R. BUSCH
MY COMMISSION EXPIRES
Sept. 1, 2014

NOTARY PUBLIC in and for the State of Washington, residing at Seattle.
My commission expires: 9-1-2014.

REQUEST FOR PROPOSAL 2013-1

DUE JUNE 24, 2013 @ 3:00 P.M. MST

Proposals must be submitted in a sealed envelope or box properly addressed to South Davis Metro Fire Agency, 255 South 100 West, Bountiful, UT 84011 with RFP 2013-1, Proposal Due June 24, 2013 at 3:00pm MST, and Offeror's Name and Address clearly indicated on the envelope or box. South Davis Metro Fire will not be responsible for late receipt of proposals. Proposals must be in the actual possession of South Davis Metro Fire Agency on, or prior to the exact time and date indicated above. Proposals shall be opened immediately following the proposal due date and time, and the name of each offeror will be publicly read and recorded.

South Davis Metro Fire seeks proposals to establish contracts for sources for the following materials, equipment and/or services:

Fire Turnouts and Fire Related Equipment

This solicitation consists of instructions, general terms and conditions, award criteria, proposal form, form of contract, special terms and conditions, and specifications. Offerors are strongly encouraged to carefully read all general information, the special terms and conditions, and specifications for the products/services being offered. Failure to examine any of the requirements will be at offeror's risk.

The South Davis Metro Fire Agency (SDMFA) reserves the right to cancel this solicitation and/or reject all proposals in whole or in part if SDMFA determines that cancellation and/or rejection are advantageous to the SDMFA.

Questions regarding this Request for Proposal should be directed to:

Primary Contact
Jeff Bassett, Deputy Fire Chief
email: jbassett@sdmetrofire.org
phone: (801) 677-2403

_____
Jeff Bassett
Deputy Fire Chief

Date: _____

Offer and Contract Award

RFP 2013-1
Fire Turnouts and Fire Related Equipment

To South Davis Metro Fire Agency:

The undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Offeror further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and addenda in the solicitation and any written exceptions in the offer.

Federal Employer Identification Number:_____

Company Name:_____

Address:_____ City:_____ State:_____ Zip:_____

Telephone Number: _____Fax: _____

Printed Name: _____Title: _____

Authorized Signature _____

The Contractor shall not commence any billable work or provide any material or service under this contract unless and until Contractor receives a purchase order with South Davis Metro Fire Agency's review noted.

Acceptance of Offer and Contract Award (South Davis Metro Fire Agency Only)

Your Proposal is Hereby Accepted:
As Contractor, you are now bound to sell the materials and/or services offered to and accepted by South Davis Metro Fire Agency in accordance with the solicitation, including all terms, conditions, specifications, addenda, etc.

This Contract shall be referred to as Contract Number _____

Awarded this _____ day of _____ , _____.

_____
Jeff Bassett, Deputy Fire Chief
South Davis Metro Fire Agency

RFP Preparation & Checklist

You have received this solicitation because of your company's expressed interest in providing the required products and services to the South Davis Metro Fire Agency. **Review this document in its entirety to make sure you fully understand the products and services that we are requesting.** Please do not assume that a particular form, section, specification or information does not or should not apply to you. Contact South Davis Metro Fire Agency with any questions that you may have.

We have included this preparation form and checklist to assist you in preparing your response. Follow each step, placing the required information in your response binder in the proper place. **All of the items listed below are required**. Initial next to each item to indicate completion.

To be considered, your proposal must arrive at South Davis Metro Fire Agency offices (255 South 100 West, Bountiful, Utah 84011) on or before 3:00 p.m. MST on June 24, 3013

Offeror shall organize the proposal in the following manner:

_____ **Step ONE:**
Read and understand the document. You are responsible for asking any questions regarding the information you are required to include with your response. Do not hesitate to call for clarification on any items in this solicitation.

_____ **Step TWO:**
Obtain a set of three-hole punched index dividers with 9 tabs. Proposal shall be submitted in a 3-ring binder.

Step THREE (Preparation of response, in order):

Tab 1: **Offer & Contract Award**

_____ The Offer and Contract Award page **is signed** and placed after Tab 1.

_____ Addenda, if any, are placed after Tab 1.

Tab 2: **Introduction**

_____ Prepare an Executive Summary that provides a short narrative description of what you are offering for this contract, and place after Tab 2.

Tab 3: **General Terms and Conditions**

_____ A completed copy of the General Terms & Condition is placed after Tab 3.

_____ A copy of the *General Terms and Conditions Acceptance Form* is placed after Tab 3. Any exceptions to the General Terms and Conditions are noted and explained.

Tab 4: **Offeror Qualifications**

_____ A complete response to the Offeror Qualifications (Appendix A) is placed after Tab 4.

_____ The financial information required in the Offeror Qualifications is placed after Tab 4.

_____ The certificate of insurance required in the Offeror Qualifications is placed after Tab 4.

Tab 5: **Special Terms and Conditions, Scope of Work and Specifications**

_____ A completed copy of the Special Terms and Conditions is placed after Tab 5.

_____ A completed *Special Terms and Conditions and Scope of Work and Specifications Acceptance Form* is placed after Tab 5. Any exceptions to the Special Terms and Conditions and/or explanations for deviations to the Scope of Work and Specifications are provided.

(Continued on next Page)

Tab 5: **Special Terms and Conditions, Scope of Work and Specifications (cont.)**

_____ A copy of the Scope of Work and Specifications with compliance or deviation noted for each item is placed after Tab 5.

Tab 6: **Price & Discount Schedule**

_____ A complete printed copy of your Discount Summary is placed after Tab 6. Paper copies of all pricing are not required.

_____ A CD or similar electronic media device (DVD, USB thumb drive, etc.) with the **required** electronic workbook and electronic versions of your price schedules, and any additional requested price information is placed after Tab 6.

Tab 7: **Required Forms**

All remaining required forms are completed and placed after Tab 7, as follows:

_____ Questionnaire for Offeror (Appendix B)

_____ Support and Maintenance Plans (as applicable to offer) (Appendix C)

Tab 8: **Additional Information**

_____ Supplementary information (3.0 questions) and additional relevant and/or requested information that will assist evaluators in reaching a decision are placed after Tab 8.

Tab 9: **Preparation & Checklist, Descriptive literature & supporting printed data**

_____ This completed form placed after Tab 9.

_____ Copy of fire (firefighter) turnout catalog after Tab 9. See Scope of Work and Specifications requirement 2.1.02 for details. (If catalog is provided separately in response, clearly identify your catalog with your firm's name, and this RFP-number.)

Descriptive literature and any other company information are placed after Tab 9.

_____ Complete descriptive information on firefighting equipment products offered in this proposal (paper or electronic media device [CD, DVD, USB thumb drive, etc.])

_____ FR-GPO participation information (Appendix G)

Step FOUR:

_____ Confirm that the proposal is complete and signed by an authorized representative.

Note: Do not assume that a request for best and final offer will be issued to you. Your proposal should be complete and meet all specifications and requirements of this solicitation.

_____ **Step FIVE:**

Provide one original and one complete copy of your proposal to South Davis Metro Fire Agency. Make an additional complete copy of your proposal for your records.

_____ **Step SIX**:

Place your complete proposal and the additional South Davis Metro Fire Agency copy in a sealed envelope or box and send to South Davis Metro Fire Agency so that it arrives ***on or before 3:00 p.m. MST on June 24, 2013.***

This is a new solicitation for South Davis Metro Fire Agency, with an anticipated contract award date of June 24, 2013. Generally, South Davis Metro Fire Agency takes between three to eight weeks to fully evaluate and award contracts.

Place after Tab 3

CANCELLATION

Cancellation for bankruptcy or acquisition: South Davis Metro Fire Agency reserves the right to cancel, or suspend the use of, any contract if contractor files for bankruptcy protection, or is acquired by an independent third party.

Cancellation for conflict of interest: South Davis Metro Fire Agency may cancel this contract or any purchase order issued under this contract within three (3) years after contract execution, for conflict of interest. Conflict of interest occurs if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of South Davis Metro Fire Agency, is or becomes at any time while the contract or an extension of the contract is in effect, an employee of, or a consultant to, any other party to the contract, with respect to the subject matter of the contract. South Davis Metro Fire Agency shall incur no penalty or further obligation if the contract is cancelled for conflict of interest. Cancellation shall be effective when the contractor receives written notice of the cancellation, unless the notice specifies a later time.

Cancellation for convenience: South Davis Metro Fire Agency reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when South Davis Metro Fire Agency determines that action to be in the best interests of its Members. Contractor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed and materials accepted before the effective date of the cancellation.

Cancellation for non-performance or contractor deficiency: South Davis Metro Fire Agency may terminate any contract if Members have not used the contract in any 12-month period, or if purchase orders total less than $100,000 per year. South Davis Metro Fire Agency 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. South Davis Metro Fire Agency may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving South Davis Metro Fire Agency reason to believe that contractor will not or cannot perform the requirements of the contract;
- Performing work or providing services under the contract prior to receiving a South Davis Metro Fire Agency reviewed purchase order for such work; and/or
- Accepting non-South Davis Metro Fire Agency reviewed purchase orders (under the contract).

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to South Davis Metro Fire Agency. 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 become the property of the Member on demand.

Cancellation for replacement: South Davis Metro Fire Agency reserves the right to cancel a contract awarded under this solicitation and replace it with a newer contract awarded to the same vendor for similar goods and services. South Davis Metro Fire Agency may, at its option, either replace a contract resulting from this solicitation or delay a new award until the existing contract expires. The decision to replace the contract rests solely with South Davis Metro Fire Agency.

Contractor cancellation: Contractor may cancel this contract at any time upon thirty (30) days prior written notice to South Davis Metro Fire Agency or on the yearly anniversary of the contract. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by South Davis Metro Fire Agency.

Continuation of performance: Contractor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.

Gratuities: South Davis Metro Fire Agency may cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contractor or any agent or representative of contractor, to any employee of South Davis Metro Fire Agency with a view toward securing a contract or with respect to the performance of this contract. Samples of software, equipment or hardware provided to South Davis Metro Fire Agency for demonstration or evaluation are not considered gratuities.

CERTIFICATION

By signing the Offer and Contract Award page offeror certifies the following:

- Offeror has examined and understands the terms, conditions, scope of work and specifications and other documents in this solicitation.
- The submission of the offer did not involve collusion or other anti-competitive practices. Neither signatory nor any person on his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- Neither offeror, nor any officer, director, partner, Member or associate of offeror, nor any of its employees directly involved in obtaining contracts with the State of Utah, South Davis Metro Fire Agency or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- Offeror shall not discriminate against any employee, or applicant for employment in violation of federal and state laws (see Federal Executive Order 11246; ARS § 31-1461).
- Offeror is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
- If awarded a contract, offeror agrees to promote, offer and sell under South Davis Metro Fire Agency contract only those materials and/or services awarded to contractor by South Davis Metro Fire Agency.
- If awarded a contract, offeror will provide the equipment, commodities, and/or services to Members of South Davis Metro Fire Agency in accordance with the terms, conditions, scope of work, specifications, and other documents of this Request for Proposal.

CLARIFICATION/DISCUSSIONS

Clarifications: Clarification means communication with offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. It is achieved by explanation or substantiation, either in response to an inquiry from South Davis Metro Fire Agency or as initiated by offeror. Clarification does not give offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision.

Discussions: After the initial receipt of proposals, South Davis Metro Fire Agency reserves the right to conduct discussions with those offerors whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between South Davis Metro Fire Agency and offeror are conducted for the purpose of clarifications involving information essential for determining the acceptability of a proposal or that provides offeror an opportunity to revise or modify its proposal. South Davis Metro Fire Agency will not help offeror bring its proposal up to the level of other proposals through discussions. South Davis Metro Fire Agency will not indicate to offeror a cost or price that it must meet to obtain further consideration nor will it provide any information about other offerors' proposals or prices.

CONFIDENTIAL INFORMATION

Confidential information request: If offeror believes that its proposal contains trade secrets or confidential information that should be withheld from public inspection, a statement advising South Davis Metro Fire Agency of this fact shall accompany the proposal, and the information shall be so identified wherever it appears. South Davis Metro Fire Agency shall review the statement and shall determine in writing whether the information shall be withheld. If South Davis Metro Fire Agency determines to disclose the information, South Davis Metro Fire Agency shall inform offeror in writing of such determination. Requests to deem the entire offer as confidential will not be considered.

Pricing: South Davis Metro Fire Agency will not consider pricing to be confidential or proprietary.

Public record: All proposals submitted in response to this solicitation shall become the property of South Davis Metro Fire Agency. They will become a matter of public record available for review, subsequent to award notification, under the supervision of South Davis Metro Fire Agency.

COOPERATIVE PURCHASING

1.1 GENERAL INTENT

The South Davis Metro Fire Agency (hereinafter referred to as "Lead Contracting Agency"), in association with National Purchasing Partners, LLC ("NPP"), dba as FireRescue GPO ("FRGPO") and Public Safety GPO, on behalf of NPP's public agency and government nonprofit members ("Participating Agencies"), as authorized under the terms of the NPP/FRGPO Member Intergovernmental Cooperative Purchasing Agreement executed by all Lead Contracting and Participating Agencies, a cooperative procurement group, is soliciting proposals from qualified companies (hereinafter referred to as "Vendor") to enter into a Master Purchase Agreement for Fire Turnouts and Fire Related Equipment.

The intent of this Interstate Cooperative Procurement Solicitation (Solicitation) is to invite Proposers active in the sale and distribution of Protective Equipment (PPE) to submit a competitive Master Purchase Agreement offering Fire Turnouts and Fire Related Equipment to NPP members locally and nationally within all 50 States and its territories; to reduce expenses by eliminating multiple requests for proposals and multiple responses by Vendors; and obtain discounted pricing through volume purchasing. Significant sales potential exists because the Master Purchase Agreement will be used without the need for Participating Agencies to duplicate the formal solicitation process and expend staff resources and funds. Offerors may propose the manufacturer's entire catalog, or portions thereof ("catalog discount") in order that National Purchasing Partners' members who wish to access the Master Purchase Agreement may order a broad range of goods and services as needed.

These objectives do not preempt Participating Agencies from using other contract vehicles or competitive processes as required or allowed by law.

1.2 POTENTIAL MARKET

The market potential for this solicitation includes the thousands of current local government members of NPP, FireRescue GPO and Public Safety GPO and all other local government fire, rescue and public safety agencies which are eligible for membership nationwide.

1.3 REQUIREMENTS

Solicitation is subject to Lead Contracting Agency's General Conditions & Instructions to Proposer(s), and the following requirements:

A) Proposal price, terms and conditions, provided that the Participating Agency has satisfied all of its local and state solicitation and purchasing requirements. By submitting a proposal, the Proposer(s) agrees to make the same proposal terms and price, exclusive of freight and transportation fees, available to other Participating Agencies. The Lead Contracting Agency and NPP will not incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such Participating Agencies.

   The successful Proposer must deal directly with the Lead Contracting Agency or Participating Agencies concerning the placement of orders, disputes, invoicing and payment. The Lead Contracting Agency and NPP shall not be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any Participating Agency. Successful Proposers must comply with the state and local laws, rules and regulations in each state and locality where product is provided.

B) Each Participating Agency shall execute a Participating Agency Endorsement and Authorization included in the Member Intergovernmental Cooperative Purchasing Agreement. While the terms of the Master Purchase Agreement will govern the general pricing terms, each Participating Agency will request modification of the Master Purchase Agreement in accordance with each Participating Agency's state and/or local purchasing laws, rules, regulations and procedures. Each Participating Agency may, at its discretion, request additional legal and procedural

provisions not included herein that the successful Proposer must adhere to in order to conduct business with said Participating Agency.

C) NPP provides vendor exposure and marketing support for the successful Proposer's products throughout its membership. Successful Proposers servicing NPP government and non-profit membership are required to pay a Contract Administration Fee. A portion of said fee is used to offset the costs of member programs, and the marketing and administration of NPP, and a portion is distributed to fire service chiefs associations. Successful Proposers will be required to execute the NPP Vendor Administration Agreement. Membership in NPP is offered at no cost to all Lead and Participating Agency members.

1.4 CONTRACT USAGE

The actual utilization of any Master Purchase Agreement will be at the sole discretion of the Participating Agencies. It is the intent of this Request for Proposal and resulting Master Purchase Agreement that members of NPP, FireRescue GPO, and Public Safety GPO (Participating Agencies) may buy directly from Successful Proposers without the need for further solicitation. However, Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements as well as the need of further notice prior to utilizing the Master Purchase Agreement.

DELIVERY

Default in one installment to constitute total breach: Contractor shall deliver conforming materials in each installment or lot under this contract and may not substitute nonconforming materials. South Davis Metro Fire Agency reserves the right to declare a breach of contract if contractor delivers nonconforming materials to any Member under this contract.

Defective goods: Contractor agrees to pay for return shipment of goods that arrive in a defective or non-operable condition. Contractor shall arrange for return shipment of damaged or defective goods.

Delivery time: Delivery will be completed within the timeframes as established within proposal. Delivery time is of the essence and failure to deliver any order within the time frame specified on the purchase order may result in cancellation of that purchase order.

Improper delivery: Unless contrary to other parts of this solicitation, if the goods or tender of delivery fail in any respect to conform to this contract, Member may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.

Restocking fees: A restocking fee may only be charged on products ordered and delivered to Member's site. Restocking fees in excess of fifteen percent (15%) will not be allowed. Contractor may waive restocking fees. Shipping charges on returns must be identified.

ESTIMATED QUANTITIES

South Davis Metro Fire Agency anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the overview of the requested materials or services. However, no commitment of any kind is made concerning quantities actually to be acquired. South Davis Metro Fire Agency does not guarantee usage. Usage depends on the actual needs of Members and marketing by contractor.

EVALUATION & AWARD

Basis of award: Award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) is (are) determined in writing to be most advantageous to South Davis Metro Fire Agency and for the national membership base of National Purchasing Partners DBA FireRescue GPO and Public Safety GPO. South Davis Metro Fire Agency reserves the right to use model projects/market baskets to determine the most advantageous proposal(s). It is South Davis Metro Fire Agency's intent to award a complete line of products, when possible and advantageous.

Best and final offers: South Davis Metro Fire Agency may issue requests for best and final offers (BAFO). Issuance of a best and final offer is not guaranteed. Proposals should be complete and meet all specifications and requirements of this solicitation.

Competitive range: South Davis Metro Fire Agency reserves the right to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

Criteria: The evaluation criteria for this solicitation, in relative order of importance, are as follows:

1) conformance to the terms and conditions in the solicitation;
2) completeness of the proposal and required forms;
3) price, including favorable pricing for cooperative purchasing;
4) product lines offered;
5) service capabilities for all regions of the state;
6) demonstrated vendor/staff experience/knowledge, and/or product quality; and
7) references and Past Performance Information (PPI) review.

Deviations and exceptions to requirements: Deviations or exceptions stipulated in a proposal may result in disqualification. Language to the effect that offeror does not consider this solicitation part of the contract may result in rejection of the proposal.

Formation of contract: A response to this solicitation is an offer to contract with South Davis Metro Fire Agency based upon the terms, conditions, scope of work, and specifications contained in this request. A proposal does not become a contract unless and until South Davis Metro Fire Agency accepts it. A contract is formed when a South Davis Metro Fire Agency administrator signs the award document.

Multiple award: To assure that our contracts meet the requirements, South Davis Metro Fire Agency reserves the right to award multiple contracts. Such decision will be based upon considerations for department/member experience with existing products and systems, brand continuity for parts replacement and future expansion. Offeror should consider the fact that South Davis Metro Fire Agency may award multiple contracts in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with South Davis Metro Fire Agency.

A multiple award shall be made only if the procurement officer determines in writing that a single award is not advantageous to South Davis Metro Fire Agency or the NPP membership. A multiple award shall be limited to the least number of suppliers necessary to meet the requirements of the using agencies, and to meet the needs of the NPP membership nationally.

Non-exclusive contract: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of South Davis Metro Fire Agency's and Cooperative Purchasing Members. South Davis Metro Fire Agency and participating Members reserve the right to obtain like goods and services from other sources.

Past performance information: Past Performance Information (PPI) is relevant information regarding a contractor's actions under previously awarded contracts to local, state or federal agencies. It includes contractor's record of performance under such contracts including, but not limited to: conformance to the terms, conditions, specifications and scope of work of the contracts, responsiveness to, and correction of, contract claims and controversies, and satisfaction of the contracting entities. PPI shall be a factor in evaluation and award.

Responsible offeror: A responsible offeror is a firm or person with the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance. South Davis Metro Fire Agency must determine an offeror to be responsible before awarding a contract to offeror.

Responsive proposals: A responsive proposal reasonably and substantially conforms to all material requirements of the solicitation. Proposals must be responsive to receive award consideration. South Davis Metro Fire Agency reserves the right to waive minor informalities.

Weighted evaluation: South Davis Metro Fire Agency reserves the right to use a point system to evaluate proposals and to assign points to the evaluation criteria as it determines most appropriate. Any offeror scoring 0 (zero) in any required area may be considered nonresponsive.

FEDERAL & STATE REQUIREMENTS

Contractor employee work eligibility: By entering into the contract, contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. South Davis Metro Fire Agency and/or South Davis Metro Fire Agency Members may request verification of compliance from any contractor or subcontractor performing work under this contract. South Davis Metro Fire Agency and its Members reserve the right to confirm compliance. Should South Davis Metro Fire Agency or its Members suspect or find that the contractor or any of its subcontractors are not in compliance, South Davis Metro Fire Agency may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary for compliance are the responsibility of the contractor.

Non-compliance: All federally assisted contracts to Members that exceed $10,000 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, offeror must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or

failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

FORM OF CONTRACT

Contract type: The term contract shall be a percent of discount off manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities.

Form of contract: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires South Davis Metro Fire Agency and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: South Davis Metro Fire Agency will review proposed vendor contract documents. Vendor's contract document shall not become part of South Davis Metro Fire Agency's contract with vendor unless and until an authorized representative of South Davis Metro Fire Agency reviews it.

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.

INDEMNIFICATION

General indemnification: To the extent permitted by law, South Davis Metro Fire Agency and its Members shall be indemnified and held harmless by contractor for its vicarious liability as a result of entering into this contract. Each party to the contract is responsible for its own negligence.

Modification by Member: Contractor shall have no obligation with respect to any patent and copyright infringement claim based upon Member's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by contractor. However, one Member's action will not preclude contractor's obligation to others not having modified their equipment or software.

Patent and copyright indemnification: To the extent permitted by law, contractor shall indemnify and hold harmless South Davis Metro Fire Agency and its Members against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by South Davis Metro Fire Agency and its Members of materials furnished or work performed under this contract. South Davis Metro Fire Agency and its Members shall reasonably notify contractor of any claim for which it may be liable under this paragraph.

INSTALLATION

Equipment installation should be done in a reasonable amount of time and be scheduled directly with the Member. Installation shall be in accordance with the manufacturer's instructions and shall be accomplished by skilled and properly licensed individuals.

INQUIRIES

Any question related to this solicitation shall be directed to South Davis Metro Fire Agency. South Davis Metro Fire Agency may require any and all questions to be submitted in writing. Inquiries may be faxed (801.677.0166) or e-mailed to *jbassett@sdmetrofire.org,* or via phone Chief Bassett (801) 677-2403. Mailed inquiries should not have the solicitation number on the envelope since it might be confused with a sealed proposal response and not be opened until the due date and time.

If any question related to the National Purchasing Partners DBA FireRescue GPO or Public Safety GPO arise, please contact: Crosby Grindle, Executive Director FireRescue and Public Safety GPO.

INSURANCE

Liability insurance: Unless otherwise modified elsewhere in this solicitation, prior to commencing services under this contract, contractor shall procure and maintain during the life of this agreement comprehensive public liability insurance, to include automobile liability, providing limits of not less than $1,000,000 per occurrence. Evidence of the required insurance shall be provided by means of a certificate of insurance naming South Davis Metro Fire Agency as the certificate holder. In addition, contractor must be willing to provide, upon request, identical certification of insurance to any Member using this contact.

Subcontractor insurance: Prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime contractor. All subcontractors will provide worker's compensation insurance, which waives all subrogation rights against the prime contractor and Member.

Workers compensation insurance: Contractor shall also procure and maintain during the life of this agreement, workers' compensation insurance for all of contractor's employees engaged in work under the contract. All workers' compensation insurance will be in compliance with state statute and evidenced by a certificate of insurance.

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. South Davis Metro Fire Agency reserves the right to stop work and/or cancel the contract of any contractor whose license(s) expire, lapse, are suspended or terminated.

MAINTENANCE

Maintenance facilities and support: It is preferred that each contractor should have maintenance facilities and a maintenance support system available for servicing products. If a third party is used to provide maintenance or warranty work, offeror must include details of any such arrangement in the proposal. Trained and qualified technicians shall be available to cover all parts of Utah. It is preferred that maintenance service in metropolitan areas the State of Utah be available within eight hours; service in rural areas within 24 hours, or next day. Maintenance facilities must have sufficient parts inventory to provide quality service on products sold.

MANUFACTURER'S REPRESENTATIVE

Manufacturer support: Offerors submitting proposals as a manufacturer's representative must be able, if requested by South Davis Metro Fire Agency, to supplement the offer with a letter from the manufacturer certifying that offeror is a bona fide dealer for the equipment offered, that offeror is authorized to submit an offer on such equipment, and which guarantees that should offeror fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.

OFFER ACCEPTANCE PERIOD/WITHDRAWAL

Late offers: Late offers shall not be considered. Late offers will be returned, unopened, within ten (10) days of request.

Offer acceptance period: A proposal submitted in response to this solicitation shall be valid and irrevocable for one-hundred, twenty (120) days after opening time and date.

Withdrawal of proposal: At any time prior to the specified due date and time, offeror may withdraw his proposal. After the opening time and date, proposals may not be withdrawn, except as allowed by statue.

ORDERING CYCLE

Acceptance of orders by Contractor: All quotations provided to SDMFA and Members must be based on prices in the contract.

Audit of contract activity: South Davis Metro Fire Agency may audit some of the purchases made under this contract. The Contractor agrees to provide all documentation necessary for South Davis Metro Fire Agency to audit purchases made under contract including invoices, credits and statements issued to Members in a timely fashion.

Contractor contacts: Contractor agrees to assign only one contact person for each of the following: administration, audit, escalation and reconciliation. These contacts may be the same person, with the exception of the escalation contact. The name(s) of the contact persons will be provided to South Davis Metro Fire Agency.

Open order reports: South Davis Metro Fire Agency may send contractor(s) an open order report on a periodic basis. Contractor(s) agrees to reply to information requests in a timely fashion.

Orders in process: Member purchase orders dated on or before the contract cancellation and/or expiration date, will be processed and are considered valid until order fulfillment. Any such orders must be in the possession of South Davis Metro Fire Agency within a reasonable amount of time.

Quotations: Quotations with no end date are considered invalid after sixty (60) days from the issue date.

OVERVIEW

Advertising: Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by South Davis Metro Fire Agency. After award, contractor(s) may advertise the availability of products and services to Members. Any promotional marketing materials using the South Davis Metro Fire Agency logo must be approved by a South Davis Metro Fire Agency Contract Specialist in advance.

Applicable law: Contract shall be governed by the laws of the State of Utah, and suits pertaining to the contract may be brought only in courts in the State of Utah.

Application of law: The Utah Procurement Code and the Uniform Commercial Code (UCC) as adopted by the State of Utah, are part of this document as if fully set forth herein. Any provision or clause required by law, rule or regulation to be included in the contract will be read and enforced as if in the contract, whether or not physically included. If any such provision is not included, or is not correctly included, contract will be amended in writing to make such inclusion or correction upon application from either party to contract.

Arbitration: After exhausting applicable administrative review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed by law.

Assignment: Contractor shall assign no right or interest in this contract without prior written permission from South Davis Metro Fire Agency. No delegation of any duty of contractor shall be made without prior written permission from South Davis Metro Fire Agency. South Davis Metro Fire Agency shall not unreasonably withhold approval and shall notify contractor of its decision within fifteen (15) days of receipt of written notice from contractor.

Audit rights: In accordance with applicable Utah law, contractor's books and records related to this contract may be audited at a reasonable time and place, for the term specified in Utah statue.

Brand names: The names of major businesses and their products that appear without the trademark or service mark remain the property of their respective owners.

Captions, headings and illustrations: The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of perusal only, and in no way define, limit or describe the scope or intent of the request.

Contract placed on hold: South Davis Metro Fire Agency shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a correction action letter. A reasonable amount of time shall be provided to contractor to address issues in the corrective action letter.

Definition of time: Periods of time, stated as a number of days, shall be in calendar days, not business days.

Liens/serial numbers: All materials and services shall be free of liens. Offers must be for equipment on which the original manufacturer's serial number has not been altered in any way.

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. South Davis Metro Fire Agency reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

Offeror qualifications: Offeror shall have extensive knowledge and at least five (5) years of experience with the installation, maintenance and provision of the equipment, software or services offered. South Davis Metro Fire Agency reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

Order of precedence: In the event of a conflict in the provisions of the contract as accepted by South Davis Metro Fire Agency, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Specifications and scope of work
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

Pricing extension errors: In case of error in extension of prices in the offer, unit prices shall govern until amendment has been signed.

Proposal opening: Proposals shall be opened immediately following the proposal due date and time. The name of each offeror shall be publicly read and recorded in the presence of witnesses. All information in the proposals shall remain confidential until after award of contracts, with the exception of review by South Davis Metro Fire Agency staff and selected evaluators.

Relationship of the parties: Vendors receiving contracts under this solicitation are independent contractors. Neither party to the contract, nor any Member, shall be deemed to be the employee of another party to the contract.

Severability: The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

Successful performance: The sections of solicitation defining the scope of services, requirements, qualifications, etc., are not to be construed as a complete listing that exempts successful offeror from reasonable services required to ensure successful performance under the contract.

PAYMENT

Billing: All invoices shall list the applicable purchase order number and South Davis Metro Fire Agency contract number. Contractor will invoice SDMFA and all participating Members directly. Late fees are not permitted. All transactions are payable in U.S. currency only.

Contacting Member about payment: Contractor may contact Member for payment for a product or service delivered to the Member under the contract. Such contact shall be professional and courteous.

Correct billing: Contractor's invoice must match the purchase order. If discovered, incorrect invoices resulting in excess charges must be corrected by Contractor, no matter the cause of the error. Any excess payment must be returned to Member within the time allowed by law, in the form of a check or credit memo, as determined by the Member.

If contract pricing in effect on the contract has gone down between the time of the order and the invoice date, vendor may invoice at the current contract price.

Payment time: Payment terms are Net thirty (30) days from receipt of Contractor's invoice. Administrative fees shall be paid pursuant to the terms of the Vendor Administration Agreement ("VAA") attached hereto as Exhibit 1.

Progress payments: South Davis Metro Fire Agency will permit Members to make progress payments under the following conditions: 1) Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order; 2) the purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) Member accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such

payments be made in full compliance with Member's local governing entity rules and any and all other applicable state rules and regulations.

Reporting to FireRescue GPO:
The proposer agrees to provide a Reconciliation Report detailing activity under the contract and payment for FireRescue GPO administration fees for invoices paid in the previous month. Items in the report must include the following; member name, FireRescue GPO member number, PO numbers/products purchased, amount purchased, administration fees. Payment and report are due as per a schedule agreed upon by FireRescue GPO and Proposer. The initial due date shall be specified in an award notification letter. If no invoices were paid under the contract in the previous quarter, the Proposer will provide notice of no activity.

Vendor invoice: Vendor shall invoice Member after delivery of goods and/or services. Goods and services shall be invoiced at applicable contract prices. Invoice must include Member purchase order number and South Davis Metro Fire Agency contract number.

Vendor payment: Member shall issue payment to vendor after receipt of invoice.

Amendment of proposal: A proposal may be amended up to the time of opening by submitting a sealed letter to the place indicated on the front of the solicitation.

Compliance with instructions: Offeror's ability to follow proposal preparation instructions in this solicitation will be considered an indicator of offeror's ability to follow instructions should it receive an award as a result of this solicitation. The quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract is awarded. As a result, the proposal will be evaluated as a sample of data submission. Subjective judgment on the part of South Davis Metro Fire Agency's evaluators is implicit in this process.

Cost of proposal preparation: South Davis Metro Fire Agency will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

Offeror responsibility: Offeror shall examine the entire solicitation, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting proposal. Failure to examine any requirements shall be at offeror's risk. Negligence in preparing an offer confers no right of withdrawal after due date and time.

Proposal forms: The forms and format contained in the solicitation shall be used. Offerors may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested. Telegraphic, electronic mail, or faxed proposals shall not be considered.

Proposal submittal: One (1) original and two (2) complete copies of your proposal shall be submitted in separate three-ring loose-leaf binders on the forms and in the format contained in the solicitation. Proposal shall contain all descriptive literature, specifications, samples and any other information required by the solicitation. Include a CD or similar electronic media device (DVD, USB thumb drive, etc.) with electronic copies of your submitted documents, if available.

Proposals must be completed in ink, on a computer, or typewritten. No pencil submissions are allowed. Forms may be filled out by hand, but must be legible. Illegible or vague offers may be rejected.

Receipt of proposals: Proposals must be in the actual possession of South Davis Metro Fire Agency on or prior to the exact time and date set for proposal opening.

Sealed envelope or package: Proposal shall be submitted to the proper location in a sealed and properly identified envelope or package, as specified on this solicitation.

Signature(s) on proposals: The offer and contract award document must be submitted with an original ink signature by the person authorized to sign the offer. The person signing offer shall initial erasures, interlineations or other modifications in proposal. Failure to sign the offer and contract award document, or to make other notations as indicated, may result in rejection of proposal.

Wording in response: Offeror shall indicate "comply" or "deviate" for each specification where requested in proposal document. Details for any and all deviations shall be provided, as requested. Deviations may be accepted or rejected by South Davis Metro Fire Agency, and South Davis Metro Fire Agency's decision shall be final.

PRICING

Administration fee: FireRescue GPO 1% administration fee shall be included in offeror's net price. Contractor shall not add the administration fee to approved contract prices. The value of trade-ins or rebates shall not affect the amount of administration fee paid to FireRescue GPO.

Application of pricing: The date South Davis Metro Fire Agency receives a Member's purchase order will determine the contract pricing that is in effect for that order.

Basis for pricing: Contract pricing under this RFP must be based upon:

1) Fixed discount(s) off published price list(s) or catalog(s); or
2) Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the proposal); or
3) A combination of the above

Catalogs/price lists: A copy of the latest edition of the price list or catalog to which discount shall be applied shall be included with proposal. Offeror shall attach all applicable price lists or catalogs. Submission of outdated price lists or catalogs may result in rejection of proposal. Pricing shall remain fixed for a period of one year after which it may be modified with written notice based on manufacturer or raw material cost changes.

Decimal places: Pricing shall use a maximum of two (2) decimal places.

Discounts: Discount offers must clearly identify percent of discount to apply to contract. If multiple discounts apply, offeror shall clearly indicate the discounts and applicable materials or services. Offeror shall agree that there will be no reduction in discount(s) during the term of contract.

Effect of price: The cost or price of offeror's goods or services will not cancel technical competence as identified in solicitation. Cost is an important factor. However, no contract shall be awarded solely on the basis of price.

Fixed prices: Fixed price offers shall include prices for any and all items. Fixed prices shall be firm until each anniversary date of contract, unless there is an occurrence of one or more economic price adjustment contingencies outlined in proposal. If price adjustment contingencies occur, or not less than thirty (30) days prior to each contract anniversary date, contractor may submit a fully documented request for price adjustment to South Davis Metro Fire Agency. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of proposal submittal and results from an increased cost to contractor that was out of contractor's control.

Fixed price review: South Davis Metro Fire Agency will review requests for fixed price adjustments to determine if the new prices or another option is in the SDMFA and participating Members' best interests. New fixed prices shall apply to the contract upon approval from South Davis Metro Fire Agency. Price changes shall be a factor in contract renewal.

Most favored customer: Nothing in this solicitation is intended to establish a most favored customer relationship between South Davis Metro Fire Agency and contractor. Contractor may respond to any solicitation without regard to this contract. If contractor offers lower prices to any of its other customers, it may lower its prices to South Davis Metro Fire Agency at the same time by written notice.

New catalogs/price lists: New price lists or catalogs may be submitted for review throughout the term of the contract. South Davis Metro Fire Agency will review new price lists or catalogs to determine if the new prices or an alternative option is in the Members' best interests. New price lists or catalogs shall apply to the contract only upon approval from South Davis Metro Fire Agency. New price lists or catalogs found to be non-competitive at any time during the contract will be grounds for terminating the contract.

Overcharges by antitrust violations: South Davis Metro Fire Agency maintains that overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, contractor assigns to South Davis Metro Fire Agency any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Percent of discount as fixed price: Percent of discount offers that are not based upon published price lists or catalogs will be administered as fixed price contracts.

Price reduction and adjustment: Price reduction or discount increase may be offered at any time during contract and shall become effective upon notice of acceptance from South Davis Metro Fire Agency. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit; and 4) South Davis Metro Fire Agency has

approved the new prices prior to any offer of the prices to a Member. Contractor shall offer South Davis Metro Fire Agency any published price reduction during the contract period.

Pricing offers: The as-contracted price shall constitute a not-to-exceed (NTE) price. Contractor(s) are encouraged to offer SDMFA and participating members special pricing in response to large quantity sales or other advantageous business transactions related to contract products and services.

PRODUCT LINES

Current products: Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

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.

New products: New products 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 to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. South Davis Metro Fire Agency may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. South Davis Metro Fire Agency may reject any additions without cause.

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.

Product line: Offerors with a published catalog may submit the entire catalog. South Davis Metro Fire Agency reserves the right to select products within the catalog for award without having to award all contents. South Davis Metro Fire Agency may reject any addition of equipment options without cause.

PROTESTS

Protests shall be filed with Jim Rampton, Fire Chief of South Davis Metro Fire Agency, and shall be resolved in accordance with Utah state statue. *A protest must be in writing and must be filed with the Fire Chief, 255 South 100 West, Bountiful, UT 84011.* A protest of a solicitation must be filed with the Fire Chief before the solicitation due date and time. A protest of a proposed award or awards must be filed within ten (10) days after the protester knows or should have known the basis of the protest, whichever is earlier. A protest filed on the tenth day must be received by 5:00 pm, MST. A protest must include:

- The name, address and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by contract number;
- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents; and
- The form of relief requested.

Should South Davis Metro Fire Agency prevail in an appeal of a decision issued by the Executive Director, appellant waives any objection to the hearing officer awarding South Davis Metro Fire Agency its reasonable attorney's fees and costs.

RIGHT TO ASSURANCE

Whenever one party to the contract has a good faith reason to question the other party's intent to perform, he may demand that the other party give written assurance of its intent to perform. If a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

SAFETY STANDARDS

Items supplied under the contract shall comply with all applicable Occupational Safety & Health Standards, National Electric Code, and National Fire Protection Association Standards.

SAMPLES

Sample evaluation: Samples will be compared to proposal specifications and evaluated as to materials used in construction, quality and workmanship, durability, adaptability to the use for which the items were intended, and overall appearance.

Sample requirements: Samples may be required prior to awarding a contract. Offeror shall provide adequate samples and detailed specifications for any item offered. Samples must be submitted within ten (10) days of request from South Davis Metro Fire Agency.

Sample submittals: Samples shall be free of charge and submitted and removed by offeror at offeror's expense. Award samples may be held for comparison with deliveries. South Davis Metro Fire Agency shall not be held responsible for samples damaged or destroyed in examination or testing. Samples not removed within thirty (30) days after notice to offeror will be considered abandoned, and South Davis Metro Fire Agency shall have the right to dispose of them.

SHIPPING

Shipping terms/transfer of title: Shipments shall be F.O.B. Sip Point, with freight charges added to the invoice. Title and risk of loss of material shall not pass to SDMFA or participating Members until SDMFA/Member receives and inspects/accepts the material at delivery point, unless otherwise provided in the contract.

Shipment under reservation: Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

Shipping charges: Prices that include shipping to any location in Utah, delivered to the specific receiving point identified in the purchase order, are preferred. If shipping is charged, it shall be prepaid and the actual cost added to the invoice. Shipping charges as a percentage of purchase price may be offered, if offeror agrees that SDMFA/Member will not be charged more than the actual invoiced amount for shipping. If contractor requires SDMFA/Member to pay for shipping, weight of the empty container and any material used for packing shall be of the lightest weight practical for safe delivery of the contents.

Shipping errors/risk of transportation: Shipping errors will be at contractor's expense. If contractor ships a product that was not ordered, contractor shall pay for return shipment at the convenience of Member. All risk of transportation and all related charges shall be contractor's responsibility. Contractor shall file all claims for visible or concealed damage. South Davis Metro Fire Agency or Member will notify contractor promptly of any damaged goods and shall assist contractor in arranging for inspection.

SPECIFICATIONS

Compliance with specifications: The fact that a manufacturer, supplier or offeror chooses not to produce or supply equipment, supplies or services to meet the specifications will not be considered sufficient cause to adjudge the specifications as restrictive. Offerors shall offer equipment, supplies, and/or services they believe come closest to meeting specifications.

Deviations from specifications: Offeror shall provide an explanation for each deviation to the specifications. Failure to detail deviations may result in rejection of the proposal.

Purpose of specifications: Specifications are designed to enable offeror to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If offeror believes a specification is unnecessarily restrictive, offeror must indicate such in its proposal.

Use of brand names: Brand names, trade names, model numbers, and/or catalog numbers are used to indicate the character, quality, and/or performance characteristics of the materials desired. Use of the name of a manufacturer, brand, make or catalog number does not restrict offeror from offering suitable alternates. However, South Davis Metro Fire Agency reserves the right to decide whether alternatives to the identified manufacturer and brand are equal to the materials, equipment described in the solicitation. South Davis Metro Fire Agency will be the sole judge on the question of equal quality, and South Davis Metro Fire Agency's decision shall be final.

SUBCONTRACTORS

Awarding subcontracts: Offeror agrees that any subcontract competitively solicited by contractor will not be awarded solely upon membership or non-Membership in a union or professional association.

Entering subcontracts: Contractor shall not enter into any subcontract subject to this solicitation without prior approval from South Davis Metro Fire Agency. Any such subcontract shall incorporate by reference the terms and conditions of the South Davis Metro Fire Agency contract.

Prime contractor: Contractor will be considered a prime contractor and not a subcontractor. Neither South Davis Metro Fire Agency nor the Member will establish a contractual relationship with subcontractors.

SUSPENSION OR DEBARMENT STATUS

Offeror shall include a letter in its proposal notifying South Davis Metro Fire Agency of any debarment, suspension or other lawful action taken by any federal, state or local government within the last five years that precludes offeror or its employees from participating in any public procurement activity. Such letter shall provide name and address of the public procurement unit, effective date, duration, and relevant circumstances of the suspension or debarment. Failure to supply such letter or not disclose all pertinent information shall result in cancellation of any contract.

TAXES

Federal excise tax: SDMFA and most participating Members are exempt from paying Federal Excise Tax.

Indian reservation or tribal tax: If goods or services are subject to Indian reservation or tribal tax, Contractor shall include such taxes as a separate item on the original invoice to the Member.

Payment of taxes: Member is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collecting such taxes and shall forward all taxes to the proper revenue office.

Pre-tax prices: Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by Member issuing the purchase order.

Transaction Privilege Tax (Sales Tax): Most Members are taxable. The tax status of the ordering Member determines if and when transaction privilege taxes are to be applied. Contractor is responsible for charging taxes correctly.

TERM OF CONTRACT AND EXTENSION

Contract period: It is South Davis Metro Fire Agency's intent to award a multi-term contract for the specified materials, equipment and services. The initial contract term shall be for three (3) calendar years from the date of contract award. By mutual written agreement between South Davis Metro Fire Agency and contractor, the contract may be extended for up to three consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contractor is so notified by South Davis Metro Fire Agency.

Month-to-month extensions: South Davis Metro Fire Agency reserves the right to offer month-to-month extensions if that is determined to be in the best interests of Members.

Renewal of contract: Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.

WARRANTY/QUALITY GUARANTEE

Fitness: Contractor warrants that any equipment or material supplied to South Davis Metro Fire Agency or its Members shall fully conform to all requirements of the contract and all representations of contractor, and shall be fit for all purposes and uses required by the contract.

Inspection: The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the equipment or materials to South Davis Metro Fire Agency by participating Members.

Quality: Unless otherwise modified elsewhere in this solicitation, contractor warrants that for one (1) year after acceptance of the equipment or materials by Member, they shall be:

1. Of a quality to pass without objection in the industry or trade normally associated with them;
2. Fit for the intended purpose(s) for which they are used;
3. Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
4. Adequately contained, packaged and marked as the contract may require; and
5. Conform to the written promises or affirmations of fact made by contractor.

Warranty requirements: Contractor warrants that all equipment, materials, and service delivered under this contract shall conform to the specifications. Unless stated otherwise, all equipment must carry a minimum 12-month manufacturer's warranty that includes parts and labor. Contractor agrees to help Member reach resolution in a dispute with the manufacturer over warranty terms. Any extended manufacturer's warranty will be passed on to Member without exception. South Davis Metro Fire Agency

reserves the right to cancel the contract if contractor charges Member for a replacement part contractor received at no cost under a warranty.

General Terms & Conditions Acceptance Form

Place after Tab 3

Signature on page two certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☐ We take no exceptions/deviations to the general terms and conditions

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Provide details on your exceptions/deviations below:

(*Note: Unacceptable exceptions shall remove your proposal from consideration for award. South Davis Metro Fire Agency shall be the sole judge on the acceptance of exceptions/deviations and South Davis Metro Fire Agency's decision shall be final*)

Fire Turnouts and Fire Related Equipment

Place after Tab 5

South Davis Metro Fire Agency desires to contract with a qualified and experienced vendor or vendors to provide quality Fire Turnouts, and Fire Related Equipment. Services are sought for South Davis Metro Fire Agency's statewide Membership.

Offerors should respond to as many areas in the scope of work as possible. If a vendor doesn't provide a particular product line, please "no bid" that item. South Davis Metro Fire Agency will consider all offers; however, vendors with the ability to supply more than one product line are preferred.

The scope of work and minimum specifications define the quality and characteristics of the desired materials and application. Specifications are not intended to be exclusive or restrictive. Offerors may offer alternate solutions, including alternate manufacturers, which meet the quality and performance characteristics in the specifications. South Davis Metro Fire Agency shall review such offers and be the final judge on the acceptance of any alternate solutions.

This is a new contract for South Davis Metro Fire Agency. We anticipate that contract volume from this solicitation will be significant in the first year, and increase in volume in subsequent years. Products and services are anticipated for South Davis Metro Fire Agency and for a diverse nationwide NPP membership. This information is provided as an aid to vendors in preparing offers only. The successful offerer(s)' discount and pricing schedule shall apply regardless of the volume of business under the contract.

References used in this solicitation:

- National Fire Protection Association (NFPA): www.nfpa.com
- Underwriter Laboratories (UL): www.ul.com
- United States Department of Transportation (USDOT): www.dot.gov
- Center for Disease Control and Prevention; National Institute for Occupational Safety and Health (NIOSH): www.cdc.gov/niosh
- International Organization for Standardization (ISO): www.iso.org

1.0 Special Terms and Conditions

The following special terms and conditions are in addition to the applicable General Terms and Conditions. Please review them and complete the *Special Terms and Conditions and Scope of Work and Specifications Acceptance Form.*

1.1 All offerors may download and complete the 11H Fire Turnout and Fire Related Equipment Workbook titled **"Fire Equipment Pricing.xls**" and provide a CD or similar electronic media device (DVD, USB thumb drive, etc.) with the completed spreadsheet in your response. Alternatively, offerors may elect to provide a similar document in their own format or may elect to provide an online version providing similar information. Failure to provide and complete the "Fire Turnout and Fire Related Equipment Workbook" or a similar alternative may render the proposal non-responsive. ***Place after Tab 6***.

1.2 If awarded a contract, all future pricing updates shall be based on the electronic workbook, or similar approved format.

1.3 Pricing shall meet all requirements contained on the Discount and Price Schedule (pages 46 – 48.) Follow all pricing instructions. Failure to provide pricing meeting those requirements may render your proposal non-responsive.

1.4 All materials and fabrics used in the manufacture of fire turnouts and accessories being proposed shall be first quality. ***Provide certification or documentation of such quality after Tab 8.***

1.5 All materials and fabrics used in the manufacture of fire turnouts and accessories must meet current applicable industry standards for flammability and fire retardant. ***Provide certification or documentation of meeting such standards after Tab 8.***

1.6 Delivery of custom and/or special orders is requested within 60 days.

1.7 For fire (firefighter) turnouts, breathing apparatus, firefighting foam, and/or fire hose, contract vendor and/or manufacturer must be able to demonstrate knowledge, compliance with industry

standards and experience. Such experience may be in the form of the contract vendor, or the manufacturer of the products offered are ISO-9001 certified, and/or NFPA member. Other industry known/accepted certifications and memberships may be provided. Contract vendor and manufacturers who hold these certificates/memberships are preferred, but not required. ***Provide information after Tab 8. (See additional information 3.12)***

1.8 Offerors that have been in business, manufacturing and designing fire (firefighter) turnouts and other firefighter apparel for at least five (5) years are preferred.

1.9 The minimum length of warranty required under this contract for fire (firefighter) turnouts shall be 5 years.

1.10 Related software products, such as fire hose inventory management, are requested. As such, references to "title" passing in the general terms and conditions are interpreted as "right to use" or similar.

1.11 Members shall not be required to provide prepayments or deposits on orders under an awarded contract.

1.12 Leasing services, used, or remanufactured products are not requested.

2.0 Scope of work and specifications

Offerors will respond to each numbered specification by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. **Details for deviations shall be listed by specification number on the *Special Terms and Conditions and Scope of Work and Specifications Acceptance Form*.

Requirement		Comply	Deviate**
2.1 Fire (Firefighter) Turnouts			
2.1.01 Contract vendor shall be capable of supplying as few as one or as many fire turnouts as a full recruit class or departmental staff within the stated delivery period.			
2.1.02 All fire turnouts and accessories being proposed shall be available in a variety of patterns, closure and/or fly options, styles and colors. ***Please include a sample catalog (paper or electronic) after Tab 9.***			
2.1.03 All items included in the manufacturing of fire turnouts shall meet all current NFPA requirements (as applicable.) Turnouts shall include NFPA certification stamp/label, and garment labeling and identification.			
2.1.04 Contract vendor shall supply to Member, if requested, for sizing purposes: sample fire turnouts, sizing charts, and/or other fitting services to ensure proper sizing of turnouts for fire personnel. Contract vendor shall arrange the return shipping or pick up of any supplied sample fire turnouts provided.			
2.1.05 Fire turnout coats and trousers, shall include, but not be limited to, the following components: outer shell, moisture barrier, thermal liner, retro-reflective trim, storm flaps, collar and throat strap, collar hanger loop, pleated back, back yoke, pockets, shoulder caps, cuffs, hook and loop fastening.			
2.1.06 It is preferred the moisture barrier/thermal liner be able to completely detachable from the outer shell for ease of cleaning.			
2.1.07 Fire turnout coats and trousers shall be available in a variety of chest sizes, coat lengths, waist sizes, and inseam measurements.			
2.1.08 Fire turnout trousers shall include a traditional design with a short rise. Design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. The fly flap closure shall provide thermal and moisture protection. Trousers options shall include, but not be limited to, the following: suspender buttons, bellows pockets, flaps and other closures, take-up straps, knee pads, cuffs, suspender system, and reflective trim.			

	Requirement		Comply	Deviate**
2.1.09	All stitching shall meet all current applicable NFPA requirements. All thread shall be Nomex or equal for fire and heat retardant. No raw edges shall exist on any fabric.			
2.1.10	Fire turnouts outer shell stress points, such as upper and lower pocket corners, pocket flap corners, top and bottom of fly flap, as well as the upper and lower corners of the storm panel, shall be properly reinforced.			
2.1.11	All front closures shall provide continuous thermal and moisture protection when closed.			
2.1.12	Special pockets and holders may include, but not be limited to the application of following equipment: radios, microphones, gloves, flashlights, SCBA facepieces, etc.			
2.1.13	Fire turnout coats shall be fitted so that access to pockets shall not be compromised when breathing apparatus is in place.			
2.1.14	Fire turnouts shall be constructed so that when completely assembled, there shall be no direct metal contact from the exterior of the outer shell through the thermal liner to the wearer's body, except at the waist band of the trousers. This shall apply to the use of all rivets, snaps, hooks, d-rings, zippers, or any other metal used to assemble the coat or trousers.			
2.1.15	Removable accountability panels may be offered. Contract vendor may provide individual identification printed on each panel as supplied by the Member. Accountability panel shall be provided with secure attachments. Accountability panels shall be interchangeable between garments. Accountability panels shall not lose their attachment abilities after continuous washings.			
2.1.16	Member shall be supplied with all specifications and/or information that shall include at a minimum: all materials used in the manufacture of the garments, included options/alterations, life expectancy, warranty information, user guide information, and maintenance and care. This information shall be provided to the Member for review and acceptance. Contract vendor shall receive Member's approval prior to processing order.			
2.1.17	Contract vendor shall offer to provide to Member, or upon Member request, all copies of testing for material(s) used in the manufacturing of the garment(s). Testing shall include, but not be limited to: Thermal Protective Performance (TPP), Total Heat Loss (THL), and Conductive and Compressive Heat Resistance (CCHR). Testing shall indicate compliance with NFPA minimum performance values.			
2.1.18	At least one kaumograph of the material manufacturer shall be stamped on the inside material of each garment.			
2.1.19	Fire turnouts may be offered with departmental identification such as lettering, Member supplied logos, graphics, or other designs as requested. All options must meet or exceed current NFPA standards. Pricing for these optional services shall be placed **after Tab 6.**			
2.1.20	All merchandise, (i.e. fire protective coats and trousers,) shall be inspected before acceptance by an authorized Member representative for workmanship, appearance, proper function of all components, and conformance to these or Member requested specifications. Should deficiencies be found, it shall be the responsibility of the contract vendor to pack and return the unit(s) in question, make necessary corrections or replacements, and return the unit(s) to Member for re-inspection and acceptance.			
2.1.21	Services for fire turnouts, such as repair, tailoring, inspection or testing, cleaning must be offered. **Pricing for these services shall be included in Tab 6. All such services must be in accordance with NFPA 1851 and conducted by a verified facility.**			
2.2	**Breathing Apparatus**			

	Requirement		Comply	Deviate**
2.2.01	Breathing apparatus shall include open-circuit self-contained (SCBA) and/or closed-circuit SCBA systems.			
2.2.02	The SCBA shall be certified by the National Institute for Occupational Safety and Health (NIOSH) under the current Title 42, part 84 of the Code of Regulations for 30-, 45-, or 60-minute rated service life and for storage.			
2.2.03	The SCBA shall be compliant with all current performance requirements of the NFPA.			
2.2.04	All electronic components shall be certified as intrinsically safe per Underwriters Laboratories (UL) 913.			
2.2.05	Facepiece shall be constructed to withstand a 30-foot drop onto concrete without sustaining breakage. Facepiece options may include Heads-Up Display (HUD).			
2.2.06	Facepiece shall be constructed to: fit various facial shapes and sizes; contain a replaceable, non-shatter-type, polycarbonate (or equal) to provide a satisfactory field of vision; allow air to enter the facepiece in a manner that shall reduce the possibility of moisture accumulation on the lens; employ an adjustable strap headband assembly; contain an easily removable exhalation module; removable speaking diaphragm; have field-replaceable components throughout; removable nosecup; and a removable adapter onto which the second stage regulator attaches.			
2.2.07	Regulator system, intermediate pressure hose, and the Rapid Intervention Crew/Company Universal Air Connection (RIC UAC) shall be designed to operate in two independent stages: first stage shall be mounted directly on the cylinder valve; second stage shall be designed to provide positive pressure during an NFPA breathing machine test at a minimum of 70-psi inlet pressure. Regulator system shall be constructed to contain a pressure-reducing valve to reduce pressure from the cylinder; contain an over-pressurization relief valve; provide uniform flow performance throughout the full cylinder pressure range; include a metal inlet filter to retain particles of 30 microns or greater; and incorporate a RIC UAC.			
2.2.08	Cylinders shall pass all United States Department of Transportation (USDOT) testing requirements for cylinder volume, weight, construction materials, and maximum pressures.			
2.2.09	SCBA shall include primary audible alarms, and secondary (redundant) alarms.			
2.2.10	Cylinder valve shall include gauges, handwheel with safety locking collar device, and conform to the Compressed Gas Association (CGA) standard for thread connection for low and high pressure.			
2.2.11	Harness and backpack shall be constructed that no special tools are required to replace any replaceable components, be readily adjustable for various wearer sizes, and be constructed of materials that are resistant to high temperatures.			
2.2.12	Cylinder recharging stations may be offered. **Pricing for these services shall be included in Tab 6.**			
2.2.13	Member shall be provided with all required federal/state/local testing certificates, instructional/user guides, maintenance and care manuals for SCBA, as well as replacement parts break-outs, part numbers, and ordering information for replacement parts, if required by ordering party.			
2.2.14	Cylinder testing services may be provided. Member shall receive all testing certificates (pass or fail.) **Pricing for these services shall be included in Tab 6.**			
2.3	**Firefighting and Firefighter Equipment**			

	Requirement		Comply	Deviate**
2.3.01	Firefighting and firefighter equipment may include, but not be limited to: thermal imaging cameras, axe holders, boots, clothing and accessories, eye protection/goggles, floor, smoke, and/or room fans, generators, flashlights, fire helmets and decals, gear bags, gloves, tool pouches, and wildland fire gear, etc.			
2.3.02	Firefighting and firefighter attack tools may include, but not be limited to: axes, Halligan bars, chain and/or rescue saws, shovels, forcible entry tools, rescue tools, etc.			
2.3.03	Extraction tools and supplies may include, but not be limited to (hydraulic, manual or electric): cribbing, cutters, blankets, spreaders, combo tools, rams, rapid stabilization struts, etc. Gas or electric powered equipment may be offered.			
2.3.04	Rescue equipment may include, but not be limited to: hardware, rescue straps, Rapid Intervention Team (RIT): rope; escape; and other supplies, life safety, personal escape, rope bags, utility items, etc.			
2.3.05	Ladders and ladder safety accessories may be offered or requested.			
2.3.06	Firefighter bailout systems may be offered or requested.			
2.3.07	Firefighter escape belts, ropes, harnesses, buckles, repelling equipment, and other escape equipment may be offered or requested.			
2.3.08	Firefighting and firefighter training may include, but not be limited to: books and video, CPR Manikins, on-site instructional classes, remote/web based instructional classes. On-site training requiring travel charges must be identified and quoted prior to Member acceptance or commitment to training class. All travel, lodging, and per diem charges shall be included in pricing **after Tab 6.** Application of any travel charges shall be included in **Supplementary Information Question 3.8 in Tab 8.**			
2.3.09	Hazardous Material (HAZ-MAT) equipment may include, but not be limited to: air bags, covert HAZ-MAT back packs, emergency equipment staging areas, staging kits, team kits, etc.			
2.3.10	Fire (firefighter) turnout care and maintenance service to comply with all requirements subject to NFPA 1851.			
2.3.11	Handheld, portable, or wheeled (cart mounted) fire extinguishers may be offered. Fire extinguishers may include, but not be limited to: Class A, B, C, D, K, or a combination of classes; stored pressure or cartridge-type; household, industrial, and/or automotive applications.			
2.4	**Firefighting Foam**			
2.4.01	It is preferred firefighting foam be offered in expansion rates as follows: Low Expansion: between 2 to 1 and 20 to 1. Medium Expansion: between 20 to 1 and 200 to 1. High Expansion: above 200 to 1.			
~~2.4.02~~	Complete firefighting foam systems (mobile units) for firefighting professionals are requested. Stationary foam systems for building, hanger, or other structure applications are not requested~~.~~			
2.4.03	Foam expansion rates shall be clearly identified on all containers. Information shall also include dilution rate, mixing rate, or proportioning rate, type of foam solution, foam application, hazardous material information, and disposal information.			
2.4.04	Foam shall be Class A or Class B. Foam class shall be clearly identified on all containers.			
2.4.05	Foam shall be available in either synthetic or protein agents. Non-animal protein foams are preferred. Synthetic foams may include, but not be limited to: Fluoroprotein (FP); Film Forming Fluoroprotein (FFFP); Aqueous Film Forming Foam (AFFF); Alcohol resistant Aqueous Film Forming (AR-AFFF); Alcohol Resistant Film Forming Fluoroprotein (AR-FFFP); and Synthetic Detergent.			

Requirement		Comply	Deviate**
2.4.06 Firefighting foam equipment may include, but not be limited to: foam solution test instruments, expansion nozzles, eductors, manual and automatic monitors, mobile foam carts, proportioning foam trailers, foam proportioners, foam stations, floating roof foam makers, foam chamber/maker, high expansion generators, etc.			
2.4.07 Training for applications of foam/foam systems may be offered. Firefighter foam training may include, but not be limited to: books and video, sample foam demonstration kits, on-site instructional classes, remote/web based instructional classes. On-site training requiring travel charges must be identified and quoted prior to Member acceptance or commitment to training class. All travel, lodging, and per diem charges shall be included in pricing **after Tab 6.** Application of any travel charges shall be included in **Supplementary Information Question 3.8 in Tab 8.**			
2.4.08 Firefighting foam shall be provided in approved containers and packaged to eliminate or minimize damages resulting from shipping. Approved containers shall comply with current UL, and/or NFPA requirements for shipping and storage.			
2.5 Firefighting (Municipal) Hoses			
2.5.01 All firefighting hoses shall be NFPA compliant for service pressure test, proof/acceptance test pressure, burst pressure, and operating/working pressure. Certificates of testing shall be provided to Member upon request.			
2.5.02 Firefighting hoses shall be warranted from manufacturer defects for ten (10) years.			
2.5.03 Firefighting hose applications/types include, but are not limited to: attack, supply line, soft suction, high rise, compressed air foam system (C.A.F.S.), forestry service, potable water, etc.			
2.5.04 Contract vendor may provide firefighting hose accessories to include, but are not limited to: couplings, piston intake valves, nozzles, wyes, etc.			
2.5.05 Contract vendor shall provide Member all instruction manuals, maintenance manuals, user guide information, etc. for all firefighting hose products in Member order.			
2.6 Firefighter and Departmental Personal Apparel, Badges, Accessories, and Other Fire Department Related Items.			
2.6.1Personal, firefighter, and departmental, apparel and accessories may include, but not be limited to: hats, T-shirts and shirts, pins, name bars, collar pins, ties, and other lapel accessories.			
Personal, firefighter, and departmental accessories may include, but not be limited to: stationary items, calendars, business cards, watches, mugs and glassware, awareness magnets and pins, educational giveaways, school or classroom awareness and educational items, and other fire department promotional material.			
Personalized firefighter/departmental apparel and accessories may be offered. Custom printing of fire department logos and insignia on products are requested. All pricing for custom work shall be **placed in Tab 6.**			
Firefighter literature may include, but not be limited to: books, magazines, periodicals, and electronic format (e-books.)			
Firefighter badges are requested. Custom or special badges with Member provided designs are requested. Contract vendor shall be capable of supplying as few as one or as many as a full recruit class or departmental staff within the stated delivery period.			

3.0 ADDITIONAL PRODUCTS SERVICES OFFERED

Offeror may propose other PPE-related products and services not listed herein. However, all offers for other PPE shall include all information required for the as-specified products within this solicitation to include but not limited to product specifications, prices, delivery and warranty. Additional products and services shall be identified, with related specifications in the following table (add rows and/or pages, as required):

Requirement		Comply	Deviate**
3.1			
3.2			

****Deviations must be listed on the *Special Terms & Conditions and Scope of Work and Specifications Acceptance Form*. List the specification number for each deviation.**

Place after Tab 5

Special Terms and Conditions and Scope of Work and Specifications Acceptance Form

Signature on page two certifies complete acceptance of the Special Terms and Conditions and Scope of Work and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Special Terms and Conditions and Scope of Work and Specifications:

☐ We take no exceptions/deviations to the special terms and conditions and scope of work and specifications.

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☐ We take the following exceptions/deviations to the special terms and conditions and scope of work and specifications. Provide details on your exceptions/deviations below:

(*Note: Unacceptable exceptions/deviations shall remove your proposal from consideration for award. South Davis Metro Fire Agency shall be the sole judge on the acceptance of exceptions and South Davis Metro Fire Agency's decision shall be final.)*

Place after Tab 8

3.0 Supplementary Information

3.1 PPI (Past Performance Indicators) is relevant information regarding your actions under previously awarded contracts to local, state, or federal agencies. It includes your record of conforming to specifications and to standards of good workmanship; your record of containing and forecasting costs on any previously performed cost reimbursable contract schedules, including the administrative aspects of performance; your history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, your businesslike concern for the interests of the customer. This PPI information will be a factor in the evaluation, and in the score given to your proposal by the evaluation committee.

Provide a list of five (5) different Utah public agencies where products and services have been sold in the past five (3) years, for specific goods/services related to this solicitation. Provide the name of the public agency, contract sales amount, year of the project, contact name, telephone number and description of the project.

If you cannot provide five (5) Utah references, please explain why and provide other public agency references.

Number	Name of Public Agency	Contract Sales Amount	Year of the Project	Contact Name	Phone Number
1					
	Description of Project #1				
2					
	Description of Project #2				
3					
	Description of Project #3				
4					
	Description of Project #4				
5					
	Description of Project #5				

Place after Tab 8

3.0 Supplementary Information (cont.)

3.2 Indicate if your offer is regional or statewide: State Regional _____ Nationwide _____

If regional, indicate the regions you will service.

Although many Utah businesses are able to serve any part of the state, most businesses concentrate on just one or two geographic areas. If you are awarded a contract with South Davis Metro Fire Agency, which area(s) of the state will your sales force target?

Place after Tab 8

3.0 Supplementary Information (cont.)

3.3 Describe how you intend to market an awarded contract. Give examples of a specific marketing plan.

Place after Tab 8

3.0 Supplementary Information (cont.)

3.4 Will Members be required to sign any additional agreements (sales, maintenance, etc.)?
☐ Yes ☐ No

If yes, review/revise your agreement(s) for any terms that conflict with the South Davis Metro Fire Agency terms and conditions. In addition, review for the following common issues:

Acceptable agreements **shall** include:

- Non-appropriations clause;
- Contract or agreement must be governed by the laws of the State of Utah;
- Net payment is thirty (30) days.

Agreements **shall not** include:

- Waiver of right for a jury trial;
- Requirement of upfront payment by Member when purchase order is placed;
- Entire agreement language;
- Auto-renewal language.

Attach your reviewed/revised agreement(s). **Unacceptable agreement(s) may render your proposal non-responsive.** Do not assume a Best and Final Offer will be issued to resolve conflicts within your agreement(s).

Place after Tab 8

3.0 Supplementary Information (cont.)

☐ Our pricing methodology is percentage off published MSRP.

☐ Our pricing methodology is percentage off published catalog.

☐ Our pricing methodology is fixed pricing.

☐ Our pricing methodology is a combination of percentage off published MSRP, catalog, and/or fixed-pricing.

Provide a description as to how your pricing will be managed under an awarded contract. If you are using fixed pricing, outline any contingencies for economic adjustments. (See **Basis for Pricing** in the general terms and conditions.)

Place after Tab 8

3.0 Supplementary Information (cont.)

3.8 If mobilization and/or travel charges are applicable, describe how they are calculated, and when they are necessary, (e.g., 50 miles from origin, etc.). Include information regarding what the mobilization and travel rates cover.

Place after Tab 8

3.0 Supplementary Information (cont.)

3.9 It is required that all materials and fabrics used in the manufacture of fire turnouts and other firefighter apparel being proposed shall be first quality, as specified in Special Term and Condition 1.4. ***Provide certification, quality control procedures, warranty information, and/or other supporting documentation of such quality after this page.***

Place after Tab 8

3.0 Supplementary Information (cont.)

3.10 All materials and fabrics used in the manufacture of fire turnouts and other firefighter apparel must meet applicable industry standards for flammability and fire retardant, as specified in Special Term and Condition 1.5. ***Provide certification or documentation of meeting such standards after this page.***

Place after Tab 8

3.0 Supplementary Information (cont.)

3.11 It is anticipated Members may order products that are custom made to order, such as garments, badges, or other items that are personalized with fire department logos, or other graphics, under an awarded contract.

- Provide a detailed explanation of your custom and/or special order process.
- Provide a timeline of your process that includes an anticipated delivery date from original date of order for regular and custom and/or special orders.
- State if there are any Member requirements, such as providing graphics or logos in a specified format, for processing of custom or special orders. **Prepayments or deposits on custom or special orders shall not be allowed in an awarded contract.**

NOTE*: Custom or special order pricing for all products or services shall be included in Tab 6.*

Place after Tab 8

3.0 Supplementary Information (cont.)

3.12 For fire (firefighter) turnouts, breathing apparatus, firefighting foam, and/or fire hose, contract vendor and/or manufacturer must be able to demonstrate knowledge, compliance with industry standards and experience, as specified in Special Term and Condition 1.7. Such experience may be in the form of the contract vendor, or the manufacturer of the products offered are ISO-9001 certified, and/or NFPA member. Other industry known/accepted certifications and memberships may be provided. Contract vendor and manufacturers who hold industry known/accepted certificates/memberships are preferred, but not required. For firefighter turnouts, breathing apparatus, firefighting foam, and/or fire hose products:

- Include any sales staff resumes, certificates, or training that demonstrate experience or knowledge.
- Indicate if any of the products you are offering received any awards or nominations for excellence.
- Indicate if the products offered in the proposal meet applicable industry standards. Provide certificates or documentation to support the standards met.
- Provide certificates of ISO 9001, NFPA, or other industry recognized memberships or affiliates for your firm, or the manufacturer's lines offered.

Provide additional pages if necessary. Information may be provided in an electronic media. Provide electronic media after this page. **URL's, websites, hyperlinks, etc. are not acceptable forms of information.**

Place after Tab 6

Comment [CG1]:

Discount and Price Workbook Instructions

1. All offerors must complete the summary worksheet of the Fire Turnout and Fire Related Equipment Discount and Price workbook titled "Fire Equipment Pricing.xls" or provide a similar substitute. This form is attached to this solicitation.
2. In addition to the workbook with the completed summary worksheet, offeror should fill out the other worksheets (manufacturers price list, catalog price list) **OR** provide additional price and discount schedule(s), as detailed in Number Three below.
3. In addition to the Excel workbook detailed in Number One above, offeror may provide their own additional price and discount schedule(s) (e.g. manufacturer's suggested retail price lists). However, all price schedule(s) shall follow the format, and provide the information detailed below.
4. Include electronic copies of the workbook on a CD or similar electronic media device (DVD, USB thumb drive, etc.). A paper copy of the summary worksheet must also be included with your proposal. Paper copies of the remainder of the workbook are not required, but may be included.
5. All pricing information shall be placed after Tab 6.
6. All Successful Proposers who respond to this solicitation sponsored by South Davis Metro Fire Agency will pay an administration fee equal to 1% of the actual sales of goods and or services sold through the program. This fee will be paid to National Purchasing Partners ("NPP") dba FireRescue GPO and Public Safety GPO and is outlined in the Vendor Administration Agreement. *No administration fee is charged on shipping, sales or use tax, bonds, travel, and/or M&IE.*
7. Percent of discount offers that are not based upon published price lists, or catalogs will be administered as fixed price contracts.
8. Net South Davis Metro Fire Agency pricing that is higher than the manufacturer's suggested retail price is not acceptable.
9. Cost plus a percentage of cost pricing is not acceptable.
10. Products and/or services listed as "*call for quote*" are not acceptable. All products and/or services provided with your proposal must contain a specific price, in order to be considered for inclusion under an awarded contract.
11. Include detailed shipping information on the discount summary tab. This information should indicate whether shipping/handing is included in the price, or whether it varies by the type or product/service.

Failure to complete the Fire Turnout and Equipment Discount and Price workbook/worksheet may render your proposal non-responsive.

Discount and Price Workbook Details

The Discount and Price workbook contains several worksheets, in addition to the summary worksheet. Instructions for those worksheets are detailed below.

Discount Summary Worksheet, Manufacturer/Brands

- Provide product/service price schedule(s), as detailed in the Discount and Price workbook instructions above.
- The net South Davis Metro Fire Agency price and NPP member price shall include NPP's 1% administration fee.
- The manufacturer/brand price schedule shall be included on a worksheet in the 11H Fire Turnout and Fire Related Equipment workbook, or on additional price and discount schedule(s) as detailed in steps 1-3 above.
- Vendor price schedule will include, at a minimum, manufacturer's name, price list date and number, publisher's list price, percent of discount offered or fixed price for each line item (in .doc, .pdf or .xls format). This discount is offered not only to South Davis Metro Fire Agency's Members, and South Davis Metro Fire Agency but also to the thousands of members of the National Purchasing Partners ("NPP") dba FireRescue GPO and Public Safety GPO.

Discount Summary Worksheet, Services

- Provide a price schedule, as detailed in the Discount and Price workbook instructions above for any services offered to South Davis Metro Fire Agency's Members (installation, repair, etc.) and members of the National Purchasing Partners ("NPP") dba FireRescue GPO and Public Safety GPO, which is not covered in the summary worksheet.
- The services price schedule shall be included on the appropriate worksheet in the 11H Fire Turnout and Fire Related Equipment workbook, or on your own additional price and discount schedule as detailed in steps 1-3 above.
- The preferred services price schedule will include, at a minimum, manufacturer's name, price list date and number, publisher's list price, percent of discount offered or fixed price for each line item. This discount is offered not only to South Davis Metro Fire Agency's Members, and South Davis Metro Fire Agency but also to the thousands of members of the National Purchasing Partners ("NPP") dba FireRescue GPO and Public Safety GPO.
- The services pricing shall be included on the Discount Summary worksheet in the Fire Turnout and Fire Related Equipment workbook.
- Provide a description of the type of service offered. Add lines as necessary to describe all services being offered in your proposal.
- The net preferred services price to the South Davis Metro Fire Agency and NPP members shall include the administration fee equal to 1% of the actual sales of services sold through the program. This fee will be paid to National Purchasing Partners ("NPP") dba FireRescue GPO and Public Safety GPO and is outlined in the Vendor Administration Agreement.
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Manufacturers, and Catalog Price List Worksheets:

- Provide a price schedule, as detailed in the discount and price workbook instructions on the previous page, for individual products offered. Add additional worksheets as necessary.
- The net pricing to the South Davis Metro Fire Agency and NPP members shall include the administration fee equal to 1% of the actual sales of goods and or services sold through the program. This fee will be paid in order to National Purchasing Partners ("NPP") dba FireRescue GPO and Public Safety GPO and is outlined in the Vendor Administration Agreement.

Appendix A: Offeror Qualifications

Place responses after Tab 4

Offeror shall respond to each item below. The information will be used to assist South Davis Metro Fire Agency in evaluating the proposal. Do not use "boilerplate" answers for the questions. Respond to each item by specifically addressing the South Davis Metro Fire Agency request. Failure to complete all questions may result in your proposal being considered nonresponsive.

1) Write a *brief* history of your company that includes length of time in business and your firm's philosophy of doing business. If offeror has recently purchased an established business or has proof of prior success in this business or a closely related business, please provide written verification.

2) Provide the address for your company's headquarters. Provide addresses for any branch offices that may provide goods and/or servicers under any resulting contract with South Davis Metro Fire Agency or any participating members. Indicate how long your company has provided the services/products you are proposing. Provide names, titles, qualifications and experiences of the key people who will support this contract.

3) Provide a current certificate of insurance listing coverage for comprehensive and general liability, vehicle liability, and property damage, as specified on page 11. *A sample certificate may be provided. However, before any orders are processed, contractor must provide a certificate that names South Davis Metro Fire Agency as the certificate holder.*

4) Provide a letter from your financial institution indicating the range of credit available to your firm. (i.e., "credit in the low nine figures" or "credit line exceeding five figures.") Provide a letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history. *These letters will only be used to evaluate proposals and will not be made available to the public.*

   Offerors may submit audited annual financial reports in lieu of letters from financial institutions. However, the annual financial reports must provide essentially the same information as requested from the letters. Offerors are encouraged to highlight the requested information in any audited annual financial report submitted in response to this solicitation. All financial information will be kept confidential.

5) Describe any limitations to your company's ability to sell to all South Davis Metro Fire Agency Member types including, but not limited to school districts, state, county and municipal government agencies, community college districts, other political subdivisions of the State of Utah, and non-profit educational and healthcare institutions. Also, describe any differences in product availability/pricing for different types of Members.

6) Indicate how you will ensure your sales staff does not sell products or services to Members that are not on contract or will not meet the public need. Is there "added value" received by the customer when purchasing through you rather than a competitor, or is your major benefit price alone?

7) Indicate if your firm would qualify as a minority owned business. To qualify for ownership as a minority owned business, at least 51% of the firm's ownership must be held by a person or persons of a particular group (i.e. Woman owned, Hispanic owned, Native American owned, etc)**.** Proof of ownership is evidenced by the transaction privilege tax license or business privilege license for sole proprietorship; business privilege licensed **and** written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws **and** stock certificates for corporations. *NOTE: This information is used for reporting purposes only and is not a factor in evaluation.*

8) Include information regarding your authorization to submit a proposal for the specified equipment/services and that you can provide the equipment if awarded a contract. Indicate if you are a bona fide dealer for the equipment/services in the proposal or if you are a manufacturer of the equipment/services in the proposal.

Appendix B: Questionnaire for Offeror

Place after Tab 7

1. Provide Utah Sales Tax License Number: _____

   Do you collect city, county and/or other local sales tax in Utah? Yes _____ No _____

   If yes, please check one:

   ☐ Our combined state, city, county and/or other local sales tax rate is _____% (local rate).

   ☐ The sales tax rate varies by the location (i.e. ship-to-rate).

2. An ensuing contract with South Davis Metro Fire Agency is to offer a cooperative purchasing program "*which can be accomplished more efficiently and economically as a multi-state operation."*

   Efficiency and economy can be established through reduced bidding effort for Members and vendors, management of a single contract, fewer price schedules to maintain, fewer contact persons, using South Davis Metro Fire Agency as an extension of Members' purchasing departments, etc. Additionally, it is South Davis Metro Fire Agency's assertion that a nationwide or region wide contract will result in economies of scale and lower prices than those received by bidding individual contracts, especially, but not limited to small Member agencies.

   Will a contract based upon your proposal result in the efficiencies and economies described above?

   Yes _____ *No* _____

   If No, what efficiencies and economies would Members receive from a contract based on your proposal (attach additional pages as required)?

   _____

   _____

   _____

   _____

   _____

   _____

3. Address for purchase orders:

   Attention of _____

   Street Address _____ Mailing Address _____

   City _____ State _____ ZIP _____

   Fax _____

   Email Address _____

4. Sales support by region (If you have representatives other than the Utah Representative listed above.)

Name	Region served	Phone

5. Contacts for South Davis Metro Fire Agency:

Main South Davis Metro Fire Agency representative _____
(*Shall be the main point of contact for Members. Shall be responsible for handling information requests from Members.)*

Title _____ Email address _____

Phone number _____ Fax _____

Name of contact for RFP/contract _____
(*Shall be the main point of contact for South Davis Metro Fire Agency procurement/contract specialists. Shall be responsible for handling information requests from the South Davis Metro Fire Agency specialists.)*

Title _____ Email address _____

Phone number _____ Fax _____

Audit Contact _____ Email address _____
(*Shall be the main point of contact for South Davis Metro Fire Agency accounting specialists. Shall be responsible for handling information requests from the South Davis Metro Fire Agency specialists.)*

Sales Report Contact _____ Email address _____
(*Shall be the main point of contact for the Sales Report.)*

Name of contact for Escalation _____
(*Shall be the main point of contact when an issue needs to be escalated above the main contact for the RFP/contract.* ***This contact shall be a different individual, than those named for the contacts listed above.*** *)*

Title _____ Email address _____

Phone number _____ Fax _____

Payment remittance address _____

City _____ State _____ ZIP _____

Telephone (invoice questions) _____ FAX _____

6. Will you offer Members a quick pay discount if payment is made within 10 or 20 days?
Yes ____ No _____ If Yes, what is the discount for 10 days? _____ 20 days? _____

7. What is your general website (Internet) address? _____

Appendix C: Support and Maintenance Plans

Place after Tab 7

Provide the requested information for warranty and maintenance service offered by your firm, as applicable.

☐ **Yes,** the following is applicable to our offer. (If yes, please provide the information below.)
☐ **No,** the following is not applicable to our offer.

Do you provide warranty and maintenance for the items in the proposal? Yes [ ] No [ ] If no, how do Members obtain warranty and maintenance service?

_____

_____

Provide the name and address of the facility that will provide warranty and maintenance service, under an awarded contract. If there is more than one facility, provide the names and addresses for all facilities. Attach a list if necessary.

_____

_____

_____

Provide a contact person and phone number for warranty and maintenance service. If there is more than one facility, provide the information for all facilities. Attach a list if necessary.

_____

_____

_____

Do you provide technical help via phone? Yes [ ] No [ ] If yes, provide a phone number and contact.

_____

How many technicians are located at each warranty/service facility that would serve a South Davis Metro Fire Agency contract?

_____

What is the value of parts inventory normally on hand at each warranty/service facility that would serve a South Davis Metro Fire Agency contract?

_____

Describe the steps a Member should take to activate a warranty, if any. _____

_____

Do you offer extended warranty or maintenance service plans? Yes [ ] No [ ] If yes, provide a summary of the plans here and place any sample forms after Tab 8. _____

_____

_____

Include pricing for extended warranty or maintenance service plans in your discount and price schedule. (Tab 6.)

Exhibit 1:
Vendor Administration Agreement

, 2013

VENDOR CONTRACT NUMBER

NPP

VENDOR ADMINISTRATION AGREEMENT

Executive Summary

GPO NAME National Purchasing Partners Local Government GPO **OFFICE LOCATIONS** Corporate Office: Seattle Washington Field Office: Salt Lake City, Utah **PRESIDENT** Andrew Forrester andrew.forrester@MyNPP.com	**VENDOR** **ADDRESS** **WEB ADDRESS** **CONTACT PERSON** **EMAIL/PHONE/FAX** e p f
NPP CONTRACT IDENTIFICATION **NPP**	

EFFECTIVE DATES	This Vendor Administration Agreement shall be in effect for the duration of the Master Price Agreement referenced herein with respect to competitive solicitation obtained by a Request for Proposal or Request for Bid, unless otherwise terminated pursuant to the provisions of this Agreement.
In General	This contract entered into between , (hereinafter referred to as "Vendor"), and National Purchasing Partners (hereinafter "NPP"), dba FireRescue GPO, and dba Public Safety GPO is based upon the sales and/or service of (the "Services" and "Products) to the NPP Members ("Members").
Administration Contract Fee	1) Vendor agrees to pay NPP a one percent (1%) contract administration fee based upon the sales of Services and Products purchased from Vendor by the Members under this Agreement and not under any other agreement. The one percent (1%) fee will be exclusive of any other fee that may be due to other associations or buying groups to which Vendor belongs. 2) In return for this administration fee, NPP agrees to provide contract marketing of this agreement to NPP Members.
Volume Sales Reports	3) Vendor agrees to submit an electronic Contract Activity Report to the NPP office 30 days following the end of each quarter.

	The Contract Activity Report will include the content and be in the format specified by NPP from time to time.
Right to Review Books and Records	4) Vendor agrees to keep complete, current and accurate books, records and accounts of the transactions pursuant to this Agreement in order to verify compliance with this Agreement. Vendor further agrees to fully satisfy or otherwise comply with all inspection and reporting requirements provided under the Terms and Conditions to this Agreement.
Use of Data	5) Vendor hereby acknowledges and agrees to all restrictions identified in the Terms and Conditions with respect to the dissemination of all NPP and/or Member Organization information and data.
Permission to Market Vendor Products/Services and use Vendor Logo	6) Vendor hereby grants permission to NPP to market Vendor's products and/or services. Vendor agrees to provide NPP with all requested information including but not limited to logos, price sheets, and contact information within twenty (20) days of becoming an approved NPP Vendor. Furthermore, Vendor hereby authorizes NPP to utilize the Vendor company logo, copy (text) provided by Vendor about their products and services, provided links to the Vendor web site, provided price sheets, and other such material and information necessary to market Vendor to NPP Members. Vendor agrees to provide NPP information such as logo, product descriptions and pricing information within ten (10) working days of request.
Contract Term and Extension	7) This Vendor Administration Agreement shall be in effect for the duration of the Master Price Agreement referenced herein with respect to competitive solicitation obtained by a Request for Proposal or Request for Bid, unless otherwise terminated pursuant to the provisions of this Agreement. The term is automatically extended, for up to three consecutive one (1) year periods, if and only if the Master Price Agreement referenced herein is extended for the same period.
Entire Agreement	8) This Contract, including the Terms and Conditions of which are a part of this contract and by their reference incorporated herein and of which Vendor acknowledges it has reviewed and signed, shall constitute the entire agreement between NPP and Vendor with respect to the subject matter herein and shall supersede all prior verbal or written agreements, understandings, promises, and contracts between the parties.

National Purchasing Partners Vendor Administration Agreement

Terms and Conditions

In addition to the terms set forth in the Executive Summary, National Purchasing Partners and Vendor shall comply with the following general terms and conditions.

1. **Recitals.** This National Purchasing Partner Vendor Administration Agreement ("Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereto) by and between National Purchasing Partners, LLC ("NPP"), a Washington limited liability company, and _____ ("Vendor").

   a) NPP is a group purchasing organization ("GPO") which enters into arrangements for the purchase of products and services on behalf of the Member institutions located throughout North America;

   b) NPP provides a broad portfolio of agreements capable of serving all types of organizations; and

   c) NPP's objective is to utilize lead or sponsoring governmental Member institutions to secure agreements with Vendors that provide the governmental Member institutions with a pool of resources from which to obtain products and services of optimum value at discounted prices while satisfying state and federal competitive and noncompetitive solicitation requirements; and

   d) Vendor desires to provide products and services to the Member institutions pursuant to the terms of this Agreement and the Master Price Agreement referenced herein;

2. **Definitions.** Unless otherwise defined in the text of this Agreement, capitalized terms used herein shall have the meaning ascribed to them in this Paragraph 2:

a) *Authorized Vendor* means those dealers, Vendors, wholesalers, and/or manufacturers authorized in writing by NPP to distribute Products and Services at NPP contract pricing to the Participating Agencies.

b) *Contract Activity Report* means the report(s) Vendor is required to submit to NPP listing all Sales under this Agreement, such report(s) to be substantially in the form of Addendum A as may be amended from time to time attached hereto.

c) *Contract Administration Fee* means the percentage of Sales Vendor agrees to remit to NPP that are realized or generated as a consequence of this Agreement or any other arrangement between Vendor and a Participating Agency.

d) *Contract Period* means the period as defined in the Master Price Agreement executed by Vendor and the lead government Member institutions.

e) *Force Majeure Event* means a natural disaster, work stoppage, actions or decrees of governmental bodies or communications failures not the fault of a party hereto.

f) *Master Price Agreement* means the agreement [also referred to as Contract] incorporated herein by reference, and the terms and conditions contained therein shall apply to this Agreement except as expressly modified by this Agreement.

g) *Participating Agencies* means the Member institutions represented by NPP.

h) *Minority Business /H.U.B.Min* means any business certified by a federal, state or local governmental agency, or identified by a Participating Agency pursuant to the Participating Agency's own diversity initiatives or internal policies, as a Minority Business Enterprise, Small Business Enterprise, Historically Underutilized Business, Women-owned Business Enterprise, or some other comparable classification.

i) *Products* means those items, accessories, equipment or services to be provided to the Participating Agencies by Vendor in accordance with this Agreement, the Request for Proposal and/or the Master Price Agreement ultimately entered into by Vendor and a Participating Agency.

j) *Net Sales* means the gross sales for Products and Services to Participating Agencies directly related to this Agreement, less returns, taxes, credits and shipping costs.

3. **Reservation of Right.** NPP, acting in the best interest of all of the Participating Agencies, before finalization of this Agreement, reserves the right (without any obligation) to:

a) Request minor modifications of Vendor's and/or competing proposal(s) in order to facilitate use of the resulting Master Price Agreement by its Members; or

b) Seek other agreement (form Vendor and/or others) for the benefit of its Members as may be permitted outside the competitive solicitation process

Vendor Obligations

4. **Participating Agencies.** During the Contract Period, Vendor shall offer and sell the Products to the Participating Agencies on the terms and conditions set forth:

   a) In this Agreement and any referenced Master Price Agreements with respect to noncompetitive procurements;

   b) Pursuant to the terms of any Master Price Agreement executed by Vendor and a Participating Agency that extends its terms to NPP Membership; or

   c) Pursuant to the terms of any Master Price Agreement executed by Vendor and a Participating Agency and obtained through a Request for Proposal, Request for Bid, or other competitive procurement process, whether published or not by the Participating Agency, that extends its terms to the NPP Membership.

   Participating Agencies shall be permitted to purchase products from Vendor at the prices or discounts identified in the Master Price Agreement by referencing the Vendor Contract Number or Price File Number when ordering products or services.

5. **Marketing.** Vendor shall make commercially reasonable efforts to market its Products to NPP Members through its own internal means. Vendor may also participate in informational marketing programs NPP provides to its Members. Current marketing programs offered by the NPP include:

   a) Member Product Training: Opportunity for vendors to provide Members product training.
   b) NPP Booth Participation: Opportunity for vendors to present services at NPP's booth at conferences; provided that vendors agree to NPP's Terms of Booth Participation, as amended by NPP from time to time.
   c) Vendor Training: NPP will train Vendor's sales force on Contract through webinars or in-person training seminars.
   d) Other Marketing Opportunities: As offered from time to time.

Vendor may participate in any or all marketing programs at its convenience. Additionally, there are other opportunities at conventions and conferences, including joining NPP personnel in the NPP booth and providing literature and product samples to be displayed in the booth. Participation in marketing programs is encouraged but voluntary.

6. **Marketing Materials - Use of Logo.** Vendor may reference NPP, dba FireRescue GPO, and dba Public Safety GPO, and its logo in marketing materials provided that NPP has been provided the opportunity to review printed materials prior to distribution and Vendor has complied with current NPP logo use specifications.

7. **Acknowledgment of National Distribution Expectations.** Vendor acknowledges that Participating Agencies may be located throughout North America and that the ability to distribute products and services on a national level is preferred but not required. Vendor further acknowledges that multiple bid awards may be granted if a local vendor is unable or unwilling to distribute products and services on a national level.

8. **No Disruption of NPP's Relationship with Participating Agencies.** Vendor shall not offer, persuade or seek to induce any Participating Agency to terminate its status or relationship with NPP in any manner or form whatsoever. A breach of this Paragraph will constitute sufficient cause for NPP to terminate this Agreement and/or to seek damages from Vendor for loss of all actual and prospective Contract Administration Fees resulting from such breach.

9. **Substitute Products.** Vendor shall furnish only those products as ordered by Participating Agencies and shall not furnish an alternate or substitute product or brand to any Participating Agency without written approval of such Participating Agency.

10. **Distribution to Participating Agencies.** Vendor shall sell and ship such Product to the Participating Agency at the address the Participating Agency so specifies. Vendor shall obtain payment for any delivered Product directly from the Participating Agency to whom the Product was delivered. Vendor shall be solely responsible, at its sole cost, for resolving all disputes and controversies regarding any purchase order, invoice, product, shipment and/or delivery date with the applicable Participating Agencies without liability, participation or contribution by NPP.

11. **Prompt Delivery.** Vendor shall make prompt delivery of all Products to Participating Agencies. Vendor and Participating Agencies may negotiate additional mutually agreed upon terms and conditions as they relate to the specific needs of a Product or Service, pursuant to the terms of the Master Price Agreement executed by the Vendor and Participating Agency, as modified or amended.

12. **Taxes.** If any tax is due with respect to the sale of any Product hereunder, it shall be Vendor's sole responsibility to collect and pay such tax. Vendor shall defend, indemnify and hold harmless NPP against any and all third party suits, claims and expenses arising out of any claimed failure to pay any tax on any Product sold under this Agreement.

13. **Restrictions on Use of Data.** Vendor hereby acknowledges and agrees that all NPP and/or Participating Agency information and data generated or otherwise made available to Vendor as a result of NPP and Participating Agencies' participation under this Agreement ("Data"), may be used by Vendor only for the following internal purposes: (i) reporting, and (ii) use of Data as "input data" in a collection of data, cumulative in nature, which does not disclose the source, at any time, of the input data. In no event shall Vendor sell, market or commercialize Data or create derivative products or applications for sale based on Data.

Participating Agency Matters

14. **State and Federal Procurement Laws.** Vendor acknowledges that Participating Agencies are typically governmental entities and may be bound by state and/or federal competitive solicitation requirements as well as possible mandatory local vendor preference regulations. Vendor further acknowledges that amendment, modification and/or termination of all or select provisions of this Agreement, Master Price Agreements or other awards of contracts obtained from Request for Proposal, Request for Bid, or other solicitation process, may prove necessary in order to comply with the laws of the state of origin of the Participating Agency. Vendor agrees to accommodate all reasonable requests by a Participating Agency to comply with federal, state and local laws.

15. **Minority Business Enterprise/H.U.B.** Certain Participating Agencies may be required or encouraged by law, regulation and/or internal policy to do business with Minority Businesses. To help the Participating Agencies meet such requirements or policies, Vendor agrees to comply with all Participating Institution policies and programs with respect to Minority Businesses as requested, and to provide, upon request by the Participating Agency, statistical or other information regarding Vendor's utilization of such Minority Businesses as vendors, Vendors, contractors or subcontractors.

Term and Termination

16. **Term.** This Vendor Administration Agreement shall be in effect for the duration of the Master Price Agreement referenced herein with respect to competitive solicitation obtained by a Request for Proposal or Request for Bid, unless otherwise terminated pursuant to the provisions of this Agreement.

17. **Termination by NPP With Cause.** NPP may terminate this Agreement for cause upon thirty (30) days' written notice to Vendor, and failure by Vendor to cure the material breach giving rise to cause within such thirty (30) day period, except to the extent that shorter notice and cure periods are specified below. For purposes of this Agreement, NPP shall have "cause" for termination if:
    a) Subject to Paragraph 40 herein, Vendor is unable for any reason to supply Participating Agencies with products or services at any time during the Contract Period, other than supplier and/or OEM manufacturer delays and shortages beyond the control of Vendor; or

    b) Vendor does not maintain the requisite insurance coverage specified in Paragraph 32 hereto; or,

    c) Where applicable, Vendor fails to notify NPP and the Participating Agencies within seven (7) days after (i) Vendor becomes aware of any defect or condition which may render any Product in violation of the Federal Food, Drug and Cosmetic Act, or any other federal, state or local law, regulation or ordinance, or which in any way alters the specifications or quality of any Product, or (ii) Vendor receives any notification of any regulatory action or warning letter concerning any Product; or

    d) Vendor fails to pay any Contract Administration Fee or fails to submit any Contract Activity Report in accordance with this Agreement and such failure remains uncured for ten (10) days after written notice of such failure; or

    e) Vendor does not cure any error in reporting or payment identified as a result of an audit as provided in Paragraph 27 hereto; or

    f) Vendor otherwise breaches this Agreement and fails to cure such breach within thirty (30) days after NPP gives written notice to Vendor thereof.

18. **Bankruptcy.** Each party hereto reserves the right, in its sole and exclusive judgment, to terminate this Agreement immediately upon notice thereof to the other party if (a) the other party transfers assets in fraud of its creditors, (b) the other party makes an assignment for the benefit of its creditors, (c) the other party is the subject of any proceeding in bankruptcy instituted on behalf of or against Vendor, (d) a receiver or trustee is appointed for the other party's property, or (e) one party believes, in good faith, that the other party is financially unable to carry out adequately its obligations under this Agreement.

19. **Termination by Vendor.** Vendor may terminate this Agreement if NPP breaches a material term of this Agreement and fails to cure such breach within thirty (30) days after Vendor gives written notice to NPP thereof.

20. **Option to Terminate Existing Contracts with Vendor.** Any Participating Agency desiring to avail itself of the pricing, terms, and conditions described in this Agreement may, at its option and without penalty or acceleration of costs or fees, terminate any existing Master Price Agreement immediately but may or may not be obligated to the terms of an existing contract or other agreement or current

obligation with Vendor, whether held directly or by its parent, owner, division, affiliate, leasing organization, manager, or purchasing agent, previously obtained directly as a result of a competitive or noncompetitive solicitation process.

21. **Rights and Obligations Following Termination.** Upon termination of this Agreement for any reason, NPP and Vendor shall have the following rights and obligations, which shall survive the termination of this Agreement:

    a) Neither party shall be released from any obligation arising under this Agreement prior to its termination, including, but not limited to, Vendor's obligation to pay NPP the Contract Administration Fee in full with respect to any sale of any Product through the date of termination of this Agreement; and

    b) Vendor shall continue to honor each order for each Product, from each Participating Agency, up to the effective date of termination and for a period of thirty (30) days thereafter, which orders shall be subject to the pricing, terms and conditions of this Agreement.

    c) Neither party shall release nor disseminate to any third party any proprietary information acquired from the other party as a result of this Agreement.

Vendor Fee and Reporting Requirements

22. **Contract Activity Report.** Vendor shall remit to NPP a current Contract Activity Report in a format acceptable to NPP within thirty (30) days after the close of each Reporting Period. For purposes of this agreement, "Reporting Period" shall mean each CALENDAR QUARTER.

23. **Contract Administration Fees.** Vendor shall remit to NPP, together with a Contract Activity Report, a Contract Administration Fee equal to 1% of Net Sales. Vendor shall pay the Contract Administration Fee in U. S. Dollars by check or bank draft made payable to "NPP" and shall remit the Contract Administration Fee to NPP within thirty (30) days after the close of each Reporting Period. Contract Administration Fee payment shall be made to the following address:
    For checks sent via USPS regular mail the address is:

    National Purchasing Partners, LLC. B110402
    P O Box 66911
    St. Louis, MO 63166-6911

    For any overnight packages sent via Fed Ex or UPS, the physical address is:

    National Purchasing Partners, LLC. B110402
    2301 S. Kingshighway
    St. Louis, MO 63110
    Attention: Lockbox

    Electronic forms may be sent to **reports@mynpp.com**

    Each Contract Administration Fee payment must be accompanied by (a) the Contract Activity Report in both electronic and hard copy ***and*** (b) the following information to be provided by Vendor to NPP in writing:

    a) Vendor's name (If a parent or affiliate corporation is making a payment on behalf of Vendor, Vendor's name as it appears on this Agreement shall be identified on the face of the check stub or on the payment notice); and

    b) NPP contract number, if provided by NPP; and

    c) Reporting Period for which the Contract Administration Fee is being paid (e.g., 1/1/10 - 3/31/10).Each Contract Administration Fee payment must be accompanied by (a) the Contract

Activity Report in both electronic and hard copy ***and*** (b) the following information to be provided by Vendor to NPP in writing:

24. **Contract Administration Fee Reporting Specifications.** Vendor agrees to comply with all provisions of the current Quarterly Reporting Policy and Procedure for Non-Compliance, as may be amended by NPP from time to time, with respect to failure to submit complete quarterly reports and payments. As indicated herein, Vendor shall submit to NPP or its Designee a Contract Activity Report in electronic form and Vendor shall comply with the specifications for electronic filing specified in this paragraph, as may be amended by NPP from time to time. Vendor shall provide NPP with a description of Vendor's process for loading the NPP Member Institutions into its reporting systems and tracking and reporting Sales by the Member Institutions under this Agreement. The description should include:
    Information concerning how Vendor:
    (a) adds Member Institutions; (b) enters pricing terms into its reporting systems and how Vendor makes such pricing terms available to Member Institutions; and (c) uses letters of commitment, if applicable;
    (b) The forms to be used by Vendor for the designation(s) described in clause (i) above; and
    (c) The names of the individual(s) responsible for this process and procedure for Vendor.

25. **Contract Administration Fee Surcharge.** Vendor shall pay a late payment penalty surcharge of one and one-half percent (1.5%) per month of the Fees for the applicable Reporting Period if the Contract Administration Fee and/or the Contract Activity Report with respect to a given Reporting Period have not been received by NPP within thirty (30) days after the close of such Reporting Period. The surcharge is calculated by multiplying the Contract Administration Fee for the Reporting Period for which the Contract Activity Report and/or the Contract Administration Fee have not been submitted by .015, and then multiplying the result of such calculation by a fraction, the numerator of which is total number of days that the Contract Activity Report and/or the Contract Administration Fee is delinquent, and the denominator of which is thirty (30).

26. **Estimated Contract Administration Fee.** If the Contract Administration Fee has not been received by NPP within ninety (90) days after the end of the Reporting Period to which it relates, NPP may invoice Vendor for the Contract Administration Fee estimated by NPP to be due for such Reporting Period. Vendor shall pay such estimated Contract Administration Fee within ten (10) days after receipt of NPP's invoice, if Vendor has not previously paid the Contract Administration Fee for such Reporting Period. Invoice of such Contract Administration Fee by NPP, or payment of such estimated Contract Administration Fee by Vendor, shall not relieve Vendor of its obligation to submit the Contract Activity Report applicable to such Reporting Period and to pay in full the actual Contract Administration Fee owed with respect to such Reporting Period and any surcharge applicable thereto.

27. **Right to Audit.** Vendor agrees to keep complete, current and accurate books, records and accounts of the transactions pursuant to this Agreement in order to verify compliance with this Agreement. Subject to confidentiality agreements, all such books, records and accounts shall be available for inspection and audit by NPP and its authorized representatives at any time during the term of this Agreement and for one (1) year thereafter, but no more frequently than twice in any consecutive twelve (12) month period and only during reasonable business hours and upon reasonable notice. If any NPP audits disclose a failure to provide the correct sales tracing information, then NPP shall have the right, at NPP's option, to increase frequency and scope of audits. If any of NPP's audits disclose a failure to provide the correct Contract Administration Fee, then NPP shall have the right, at NPP's option, to immediately terminate this Agreement while retaining the right to pursue collection of its earned fees and Vendor shall be responsible for the payment of the audit. Should any audit produce evidence that overcharges were incurred by Participating Agencies, then Vendor shall credit said Members within thirty (30) days of written notice of said overcharge. If any audit of Vendor invoices or other records reveal any variance from any invoice to any Member, Vendor shall immediately refund any excess payment received from the Member.

28. **Notice**

a) Every notice and other communication to NPP in connection with this Agreement shall be in writing. Each such notice and other communication shall be sent to NPP at the following address until otherwise notified in writing by the other party:

National Purchasing Partners
1100 Olive Way, Suite 1020
Seattle, WA 98101

*Please note: Minor Reporting issues may be directed to the Contract Administrator at contracts@mynpp.com or (800) 810-3909.

b) Unless otherwise notified by Vendor, every notice and other communication to Vendor in connection with this Agreement, including reporting discrepancies and problem resolution, shall be in writing and shall be addressed to:

[VENDOR INFORMATION]

Vendor must provide NPP written notice of change within thirty (30) days following a change in the above contact individual.

c) Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the postmark date of such written notice. The NPP and Vendor may modify the addresses for such notices provided such modification is given in writing under the provisions of this section.

Warranties, Indemnification and Law

29. **Product and Service Warranty.** Vendor represents and warrants to NPP that all original manufacturers' warranties will be transferred to end-users to the fullest extent allowable under applicable law and each Product will not be improperly stored, reprocessed or repackaged from its original state.

30. **Compliance by Vendor with all Applicable Laws.** In the performance of its duties and obligations under this Agreement, Vendor shall at all times comply with all applicable federal, state and local laws, statutes, regulations, rules, orders and ordinances now in effect or as hereafter enacted, amended or promulgated.

31. **Indemnification.** To the fullest extent permitted by law, each party shall indemnify, defend (at the party's sole expense) and hold harmless the other party, affiliated companies of the other party, their partners, joint ventures, representatives, Members, designees, officers, directors, shareholders, employees, agents, successors and assigns ("Indemnified Parties"), from and against any and all third party claims for bodily injury or death, damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including, but not limited to, investigative and repair costs, reasonable attorneys' fees and costs and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Products or Services performed or provided by the party or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of the party, its employees or agents, whether active or passive. Such party shall not be obligated to indemnify and defend the other party for claims found to be due to the sole negligence or willful misconduct of indemnified parties. These indemnification obligations shall survive expiration or other termination of this Agreement.

Insurance and Shipping Charges

32. **Insurance.** Vendor shall maintain insurance coverage adequate to fully protect Vendor, NPP, and Amerinet from any and all claims of any nature for damage to property or for personal injury, including death, made by any person or entity arising from Products and Services sold through Vendor or actions related to Products and Services sold through Vendor (including subcontractors, employees,

consultants or agents of Vendor). Upon request of NPP, Vendor shall provide evidence of insurance coverage as specified above.

33. **Product Title, Shipping Charges, Delivery Surcharges.** Inbound Freight Charges, shipping charges and delivery surcharges, if any, shall be as agreed upon under the terms and conditions of the Master Price Agreement executed by the Vendor and Participating Agency.

Product Marketing and GPO-Compliance Requirements

34. **Product Returns.** Notwithstanding the express written terms of the Master Price Agreement executed by the Vendor and Participating Agency, each Participating Agency shall have the right to return, without penalty, cost or delay, any excess or unnecessary Product for full original purchase price credit under any of the following circumstances: (a) the Product is received outdated or is otherwise unusable; (b) the Product is received damaged, or is defective or nonconforming; (c) the Product is one which a manufacturer or Vendor specifically authorizes for return through a Vendor; or (d) the Product is recalled, provided product is returned through the Vendor. Vendor shall issue credit to an institution within thirty (30) days of the date of return. Failure to credit Member institutions' accounts within (30) days will result in a penalty of 1% per month added to the credit amount due. If any Product, to be returned through Vendor, was originally sent to the Participating Agency in accordance with the requirements and specifications set forth in the Participating Agency's purchase order, then the Participating Agency shall bear the freight cost for returning such Product to Vendor. In all other cases, Vendor shall bear the freight cost to return such Product to Vendor. Vendor shall also provide NPP with a copy of its return goods policy prior to the Commencement Date and with copies of any change in such policy during the term of the Agreement.

Other

35. **Electronic Commerce.** Vendor shall support the development of electronic commerce on the Internet by and among NPP, the Participating Agencies and Vendor to the extent feasible.

36. **Confidentiality.** Except as may be required by law or as reasonably required to conduct their respective businesses, NPP and Vendor shall not use, publish or disclose or cause anyone else to use, publish or disclose any confidential information obtained in connection with the negotiation and implementation of this Agreement. NPP and Vendor shall maintain the confidentiality of the terms of this Agreement, as well as all negotiations prior to the Effective Date. The above restrictions on disclosure and use shall not apply to any information which (a) is or becomes generally available to the public, other than as a result of disclosure by the party receiving the information pursuant to this Agreement, (b) was made available to other third persons on a non-confidential basis prior to the execution of this Agreement, or (c) becomes available on a non-confidential basis from a third person, which third person was not itself under an obligation to maintain the confidentiality of such information, or (d) is required by law, subpoena or court order to be disclosed. NPP may disclose such confidential information to the Shareholders and Participating Agencies and any employee or advisor of NPP with a bona fide need to know, in its evaluation, operation or interpretation of this Agreement. NPP and Vendor may disclose the existence of this Agreement and other information, such as the overall savings expected to be realized from this Agreement, subject to the written approval of the other party. The provisions of this clause shall survive the expiration or other termination of this Agreement regardless of the cause of termination.

37. **Independent Contractors.** The parties shall be and act as independent contractors and this Agreement shall not be construed as one of partnership, agency, joint venture or employment. Nothing in this Agreement shall (a) constitute the formation of a partnership, joint venture or employment relationship, or (b) give the right, power or authority to one party to bind the other.

38. **No Collusion.** Vendor represents and warrants that it prepared its proposal to NPP without any collusion whatsoever between Vendor and any other potential or actual Vendors or contractors of NPP.

39. **Unenforceable Provision.** If one or more of the provisions of this Agreement, or the application or interpretation thereof, is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect, and the provisions deemed invalid or unenforceable replaced with

valid and enforceable provisions which achieve the intent of Vendor and NPP in entering into this Agreement.

40. **Force Majeure.** If either NPP or Vendor is unable to discharge any obligations imposed by this Agreement, the non-complying party shall not be liable in the event such failure is due to a Force Majeure Event. NPP shall have the right to select an alternate or additional Vendor(s) to replace or supplement Vendor, if in NPP's sole and exclusive judgment, Vendor is unable to fully discharge or adequately fulfill its obligations under this Agreement as a result of a Force Majeure Event.

41. **Assignment.** Vendor shall not assign this Agreement without the prior written consent of NPP. For purposes of this Paragraph, "assignment" shall be deemed to include (a) the sale or transfer of any rights or obligations under this Agreement, and (b) a change in the identity of the person(s) or entity(ies) owning a majority of the issued and outstanding voting securities of Vendor and/or Vendor's parent corporation(s). Any attempt by Vendor to assign any of its rights or delegate any of its duties hereunder without the prior written consent of NPP shall be null and void and shall entitle NPP, at its sole and exclusive option, to terminate this Agreement in its entirety. In addition, any such attempted assignment by Vendor shall entitle each Participating Agency, at its sole and exclusive option, to cease purchasing any and all Products from Vendor and to begin purchasing such Products from such other manufacturers or vendors as the Participating Agency may select. NPP may freely assign and delegate any of its rights and obligations under this Agreement without restriction. Subject to the limitations on assignment set forth in this Paragraph, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of, the successors and permitted assigns of the parties.

42. **Non-Waiver of Provisions.** Any provision of this Agreement may be waived in writing at any time by the party entitled to the benefit of such provision. No waiver of any provision of this Agreement shall be deemed to or shall constitute a waiver of any other provision hereof. Except as expressly provided in this Agreement, no delay on the part of any party in exercising any right, power or privilege shall operate as a waiver thereof. The waiver by either party of any breach or default by the other party shall not be construed to be either a waiver of any subsequent breach or default of any such provision, of the same or different kind, or a waiver of the provision itself.

43. **Section Headings.** All section headings contained herein are for convenience only and shall in no way modify or restrict any of the terms or provisions hereof, or affect the meaning or interpretation of this Agreement.

44. **Signature of Duly Authorized Representative.** Duly authorized representatives or agents of both NPP and Vendor shall sign this Agreement, and such signatures shall be conclusive proof of that person's authority to bind NPP and Vendor, respectively.

45. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington without regard to choice or conflict of law rules. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. The United States Arbitration Act shall govern the interpretation, enforcement, and proceedings pursuant to the arbitration clause set forth herein.

46. **Arbitration.** Any dispute, claim, or controversy arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and the place of arbitration shall be Seattle, Washington. Each party shall bear its own costs and expenses including, without limitation, attorneys' fees. Each party shall bear an equal share of the arbitrators' and administrative fees of arbitration. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The provisions of this clause shall survive the expiration or other termination of this Agreement regardless of the cause of termination.

47. **Addenda; Entire Agreement.** The General Terms as well as all Addenda to this Agreement are an integral and binding component of this Agreement, and are incorporated fully herein by this reference. In the event of any actual or perceived inconsistencies or conflicts between this Agreement and any addendum hereto, the provisions of this Agreement shall govern. This Agreement, together with the addenda, will constitute the full and complete Agreement between the parties as to the terms outlined herein. This Agreement supersedes and cancels in their entirety any and all previous agreements,

discussions, negotiations, commitments and obligations of any sort, whether written or oral, existing between NPP and Vendor with respect to the subject matter hereof.

48. **Amendment, Modification and Cancellation.** The parties may, from time to time, agree to modify the terms of this Agreement, including the addition or deletion of products and services offered by Vendor, provided, however, that the amendment is in writing and signed by the NPP Executive Director and by Vendor's authorized representative. Both parties reserve the right to cancel this Agreement in whole or in part if the other party breaches this Agreement and does not correct such failure within thirty (30) days of receiving written notice from the other party specifying such failure or if the other party in any respect repudiates or otherwise breaches the terms hereof.

49. **Authorized Use of NPP Membership List ("the List").** NPP may, from time to time, provide Vendor with the List. The authorized use shall consist solely and exclusively of the provisions of this paragraph, unless otherwise approved upon in writing by NPP.

    i) Vendor may use the entire NPP Membership List, with the exception of the FireRescue GPO Membership List, for generating in-house reports and reporting purposes only. NPP may telemarket, fax, email, and mail promotional materials on behalf of Vendor at NPP's discretion. In addition, and at NPP's discretion, NPP may provide Vendor with partial membership lists that may be used for marketing purposes if, and only if, the NPP member has "opted in" to marketing.

    In those instances where Vendor has been granted to use all or a portion of the List for marketing purposes, Vendor must provide NPP with a copy of any marketing material to be emailed or mailed to NPP Members using the List prior to dissemination.

    a) The Vendor specifically may not:

        i) copy, modify, alter adapt or transfer the List, in whole or in part, except to engage in the authorized use set forth in this section; or

        ii) disclose, distribute, rent, sub-license or lease the List to any third party or use the List to provide service for other parties without prior written consent of NPP.

    b) NPP WILL IN NO EVENT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITEDTO, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE VENDOR'S USE OF OR INABILITY TO USE THE LIST. NPP IS NOT RESPONSIBLE FOR LIABLE FOR ANY COSTS INCURRED BY THE VENDOR, INCLUDING BUT NOT LIMITED TO, THOSE INCURRED AS A RESULT OF LOST PROFITS OR REVENUE, CLAIMS BY THIRD PARTIES, OR FOR OTHER SIMILAR COSTS, AS THEY RELATE TO THE USE OF THE LIST.

    c) Vendor shall be held solely responsible for any and all damages arising from use of the List by Vendor agents, employees, contractors or anyone else given access to the List by the Vendor. The Licensee shall indemnify NPP and be held unconditionally responsible for any and all damages sustained by NPP for such use including, but not limited to, all costs and reasonable attorney's fees related to litigation. Vendor also consents to the entry of an order enjoining any use of the List in violation of the Agreement to prevent further and continuing damage.

50. **Counterparts**. This Agreement may be executed in counterparts all of which tougher shall constitute one and the same agreement.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date signed by National Purchasing Partner's authorized representative (the "Effective Date").

VENDOR NAME:

AUTHORIZED REPRESENTATIVE:

BY: _____
PRINTED NAME: _____
TITLE: _____
DATE: _____

NAME: **National Purchasing Partners**
ADDRESS: 1100 Olive Way, Suite 1020
Seattle, WA 98101

Note: The NPP mailing address for Contract Activity Report and payment can be found in **Section 23** of this document.

AUTHORIZED REPRESENTATIVE:
BY CONTRACT MANAGER: _____
PRINTED NAME: _____
TITLE: _____
DATE: _____

VENDOR ADMINISTRATION AGREEMENT
ADDENDUM A

Quarterly Volume Sales Reporting

National Purchasing Partners vendors are required to submit a quarterly **Vendor Contract Activity Report** pursuant to the Vendor Administration Agreement. Included with this document:

- Vendor Contract Activity Report Excel spreadsheet template
- Description of each required field

Step One: Complete the Vendor Contract Activity Report
Even if you have had no sales, please submit a report indicating zero sales for the quarter.

Step Two: Submit the Vendor Contract Activity Report and Administration Fee Payment
In accordance with your Vendor Administration Agreement the Vendor Contract Activity Report and Administration Fee payment is due within 30 days following the end of each quarter.

January 1 - March 31
April 1 - June 30
July 1 - September 30
October 1 - December 31

MAIL ADMINISTRATION FEE PAYMENT TO:

For checks sent via USPS regular mail the address is:

National Purchasing Partners, LLC. B110402
P O Box 66911
St. Louis, MO 63166-6911

For any overnight packages sent via Fed Ex or UPS, the physical address is:

National Purchasing Partners, LLC. B110402
2301 S. Kingshighway
St. Louis, MO 63110
Attention: Lockbox

EMAIL THE COMPLETED VENDOR CONTRACT ACTIVITY REPORT TO:

reports@mynpp.com

Contact:

Please call Michael Peterson at 1.800.810.3909 or email at Michael.Peterson@mynpp.com with any questions or concerns.

Vendor Contract Activity Report

Vendor Name		Contract Number	NPP Member ID	Customer Name	Customer Address 1	Customer Address 2	Customer City	Customer State	Customer Zip Code	Total Amount	Admin Fee Percent	Admin Fee	Start Date	End Date
EXAMPLE: XYZ COMPANY		N100369	167981	Jim Smith	145 Hill Road		Seattle	WA	98117	########	3%	########	1/1/2009	########
		FILL IN												

*Please right-click and select "Worksheet Object, Edit" in order to scroll through the spreadsheet. Please contact NPP for an Excel version.

EXHIBIT 2

Declaration of Non-Collusion

The undersigned does hereby declare that there has been no collusion between the undersigned, the Lead Contracting Agency, and National Purchasing Partners, and in further support of said Declaration, states as follows:

The person, firm, association, co-partnership or corporation herein named has not, either directly or indirectly, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding or solicitation in the preparation and submission of a proposal to the Lead Contracting Agency for consideration in the award of a contract or Master Price Agreement negotiated as a result of this Request for Proposal.

DATED this _____ day of _____, _____.

_____
(Name of Firm)

By: _____
(Authorized Signature)

Title: _____

EXHIBIT 3

Oregon's Incorporated Cities

Adair Village	Donald	John Day	Nyssa	Tangent
Adams	Drain	Johnson City	Oakland	The Dalles
Adrian	Dufur	Jordan Valley	Oakridge	Tigard
Albany	Dundee	Joseph	Ontario	Tillamook
Amity	Dunes City	Junction City	Oregon City	Toledo
Antelope	Durham	Keizer	Paisley	Troutdale
Arlington	Eagle Point	King City	Pendleton	Tualatin
Ashland	Echo	Klamath Falls	Philomath	Turner
Astoria	Elgin	La Grande	Phoenix	Ukiah
Athena	Elkton	La Pine	Pilot Rock	Umatilla
Aumsville	Enterprise	Lafayette	Port Orford	Union
Aurora	Estacada	Lake Oswego	Portland	Unity
Baker City	Eugene	Lakeside	Powers	Vale
Bandon	Fairview	Lakeview	Prairie City	Veneta
Banks	Falls City	Lebanon	Prescott	Vernonia
Barlow	Florence	Lexington	Prineville	Waldport
Bay City	Forest Grove	Lincoln City	Rainier	Wallowa
Beaverton	Fossil	Lonerock	Redmond	Warrenton
Bend	Garbaldi	Long Creek	Reedsport	Wasco
Boardman	Gaston	Lostine	Richland	Waterloo
Bonanza	Gates	Lowell	Riddle	West Linn
Brookings	Gearhart	Lyons	Rivergrove	Westfir
Brownsville	Gervais	Madras	Rockaway	Weston
Burns	Gladstone	Malin	Rogue Beach	Wheeler
Butte Falls	Glendale	Manzanita	Roseburg	Willamina
Canby	Gold Beach	Maupin	Rufus	Wilsonville
Cannon Beach	Gold Hill	Maywood Park	Salem	Winston
Canyon City	Granite	McMinnville	Scappouse	Wood Village
Canyonville	Grants Pass	Medford	Scio	Woodburn
Carlton	Grass Valley	Merrill	Scott Mills	Yachats
Cascade Locks	Greenhorn	Metolius	Seaside	Yamhill
Cave Junction	Gresham	Mill City	Seneca	Yoncalla
Central Point	Haines	Millersburg	Shady Cove	
Chiloquin	Halfway	Milton-Freewater	Shaniko	
Clatskanie	Halsey	Milwaukie	Sheridan	
Coburg	Harrisburg	Mitchell	Sherwood	
Columbia City	Helix	Molalla	Siletz	
Condon	Heppner	Monmouth	Silverton	
Coos Bay	Hermiston	Monroe	Sisters	
Coquille	Hillsboro	Monument	Sodaville	
Cornelius	Hines	Moro	Spray	
Corvallis	Hood River	Mosier	Springfield	
Cottage Grove	Hubbard	Mt. Angel	St. Helens	
Cove	Huntington	Mt. Vernon	St. Paul	
Creswell	Idanha	Myrtle Creek	Stanfield	
Culver	Imbler	Myrtle Point	Stayton	
Dallas	Independence	Nehalem	Sublimity	
Damascas	Ione	Newberg	Summerville	
Dayton	Irrigon	Newport	Sumpter	
Dayville	Island City	North Bend	Sutherlin	
Depoe Bay	Jacksonville	North Plains	Sweet Home	
Detroit	Jefferson	North Powder	Talent	

EXHIBIT 4

Idaho's Incorporated Cities

Aberdeen
Acequia
Albion
American Falls
Ammon
Arco
Ashton
Bancroft
Bellevue
Boise
Bonners Ferry
Buhl
Burley
Caldwell
Cambridge
Carey
Cascade
Challis
Chubbuck
Coeur d' Alene
Cottonwood
Council
Dalton Gardens
Dietrich
Donnelly
Dover
Downey
Driggs
Eagle
Elk City
Emmett
Fairfield
Franklin
Fruitland
Garden City
Garden Valley
Genesee
Glenns Ferry
Gooding
Grandjean
Grace
Grangeville
Hailey
Harrison
Juliaetta
Kamiah
Kellogg
Ketchum
Ketchum
Kimberly
Kooskia
Kuna
Lava Hot Springs
Lewiston
Mackay
Malad
Malta
Marsing
McCall
McCammon
Melba
Meridian
Middleton
Montpelier
Moscow
Mountain Home
Mountain Home
Murray
Nampa
New Meadows
New Plymouth
Nezperce
Orofino
Parma
Payette
Pierce
Pocatello
Post Falls
Potlatch
Preston
Priest River
Rathdrum
Rexburg
Richfield
Rigby
Riggins
Rupert
Salmon
Sandpoint
Sugar City
Sun Valley
Tetonia
Troy
Twin Falls
Victor
Wallace
Wardner
Weippe
Weiser Wendell
Whitebird
Wilder
Worley

Idaho's Counties

Ada
Adams
Bannock
Bear Lake
Benewah
Bingham
Blaine
Boise
Bonner
Bonneville
Boundary
Butte
Camas
Canyon
Caribou
Cassia
Clark
Clearwater
Custer
Elmore
Franklin
Fremont
Gem
Gooding
Idaho
Jefferson
Jerome
Kootenai
Latah
Lemhi
Lewis

Hauser
Hayden
Heyburn
Hidden Springs
Horseshoe Bend
Idaho City
Idaho Falls
Island Park
Jerome
Shelley
Shoshone
Soda Springs
Spirit Lake
St. Anthony
St. Maries
Stanley
Star
Stites
Lincoln
Madison
Minidoka
Nez Perce
Oneida
Owyhee
Payette
Power
Shoshone
Teton
Twin Falls
Valley
Washington

All other Idaho local government units shall be incorporated by this reference.

This is not a complete list of all Idaho cities, but all other Idaho cities shall be incorporated by this reference.

CITY OF TAMARAC

7525 NW 88th Ave
TAMARAC, FLORIDA 33321-2401

DATE 3/01/16

MISCELLANEOUS ACCOUNTS RECEIVABLE

TO:
CITY OF HALLANDALE BEACH FD
ADMINISTRATION / STATION 7
121 S.W. 3RD STREET
HALLANDALE, FL 33009

DEPARTMENT BILLING	INVOICE NUMBER	BILLING DATE	PAYMENT DUE BY
AR /(954) 597-3558	29416	3/01/16	3/31/16

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	GRANT MATCHING FUND	29,857.00	29,857.00

** Payment is Due Upon Receipt **
City of Tamarac thanks you for prompt payment.

TOTAL DUE: $29,857.00

DETACH AND RETURN THIS STUB WITH REMITTANCE

City of Tamarac
7525 NW 88th Ave
Tamarac, FL 33321-2401

INVOICE NUMBER	DUE DATE
29416	3/31/16
TOTAL AMOUNT DUE	AMOUNT PAID
$29,857.00	

MISCELLANEOUS ACCOUNTS RECEIVABLE
Please put invoice number on check
to insure proper credit.

PAYMENT MUST BE MADE IN U.S. CURRENCY OR BY CHECK PAYABLE TO THE CITY OF TAMARAC

CITY OF HALLANDALE BEACH FD
ADMINISTRATION / STATION 7
121 S.W. 3RD STREET
HALLANDALE, FL 33009

☐ To request change of address, please check box and write in new address on reverse side.

TAMINVC

MUNICIPAL EMERGENCY SERVICES

3789 62nd Avenue North
Pinellas Park, FL 33781

Quote

Date	2/19/2016
Quote #	QT1005111
Expires	3/20/2016
Sales Rep	Cool, Troy K
PO #	
Shipping Method	FedEx Ground

Bill To

CITY OF TAMARAC
7525 NW 88TH AVE
TAMARAC FL 33321

Ship To

CITY OF HALLANDALE BEACH

Item	Alt Item #	Units	Description	QTY	Unit Sales Price	Amount
X3414022200402			4.5 X3SC, SH QD/SEM/DEB List $8245.00 - 25% = $6183.75 Volume Discount - 10%	40	5,565.38	222,615.20
200129-01			4.5-45MIN CARB CYL&VLV NXG List 1420.00 - 25% = $1065.00 Volume Discount - 5%	80	1,011.75	80,940.00
201215-04			AV-3000 HT (S), KVLR w/ R BRKT List $384.00 - 25% = $288.00 Volume Discount - 5%	15	273.60	4,104.00
201215-05			AV-3000 HT (M), KVLR w/ R BRKT List $384.00 - 25% = $288.00 Volume Discount - 5%	60	273.60	16,416.00
201215-06			AV-3000 HT (L), KVLR w/ R BRKT List $384.00 - 25% = $288.00 Volume Discount - 5%	15	273.60	4,104.00
200954-02			RIT-PAK III ASSY, 4500 PSI	1	0.00	0.00
804723-01			(HM) CYL&VLV CARBON 60	2	0.00	0.00
201276-01			PACKAGING, EPIC 3 RI, SINGLE	26	0.00	0.00
201088-01			SEMS II, USB GATEWAY	1	0.00	0.00
201051-01			REPEATER ASSY	1	0.00	0.00
200673-01			ASSEMBLY,WIRELESS BOOT LOADER	1	0.00	0.00
200388-01			TOOL ADAPTER	4	0.00	0.00
200266-04			HHR ASSEMBLY,PAK-TRACKER	4	0.00	0.00
200433-01			TRK MT CHARGER,PAK-TRACKER	4	0.00	0.00
200077-05			REG ASY,EZ FLO+,SWAT QD HOSE	10	0.00	0.00
FTSCBA- Flow Test			1 YEAR FLOW TESTING	40	0.00	0.00
CYL LOGO			CYLINDER LOGO CHARGE	80	0.00	0.00

MUNICIPAL EMERGENCY SERVICES

Quote

Date 2/19/2016
Quote # QT1005111

Item	Alt Item #	Units	Description	Qty	Unit Sales Price	Amount

Pricing per GPO Contract #VH11276
(Additional Volume Discount Applied - 10% Paks, 5% Cylinders, 5% Masks)

Subtotal	328,179.20
Shipping Cost (FedEx Ground)	0.00
Total	$328,179.20

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1005111

CITY OF TAMARAC

7525 NW 88th Ave
TAMARAC, FLORIDA 33321-2401

DATE 3/01/16

MISCELLANEOUS ACCOUNTS RECEIVABLE

TO:
CITY OF LAUDERHILL FD
1980 NW 56 AVENUE
SUNRISE, FL 33313

DEPARTMENT BILLING	INVOICE NUMBER	BILLING DATE	PAYMENT DUE BY
AR /(954) 597-3558	29417	3/01/16	3/31/16

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	GRANT MATCHING FUND	37,322.00	37,322.00

** Payment is Due Upon Receipt **
City of Tamarac thanks you for prompt payment.

TOTAL DUE: $37,322.00

DETACH AND RETURN THIS STUB WITH REMITTANCE

City of Tamarac
7525 NW 88th Ave
Tamarac, FL 33321-2401

INVOICE NUMBER	DUE DATE
29417	3/31/16
TOTAL AMOUNT DUE	AMOUNT PAID
$37,322.00	

MISCELLANEOUS ACCOUNTS RECEIVABLE
Please put invoice number on check
to insure proper credit.

PAYMENT MUST BE MADE IN U.S. CURRENCY OR BY CHECK PAYABLE TO THE CITY OF TAMARAC

CITY OF LAUDERHILL FD
1980 NW 56 AVENUE
SUNRISE, FL 33313

☐ To request change of address, please check box and write in new address on reverse side.

TAMINVC

MUNICIPAL EMERGENCY SERVICES

3789 62nd Avenue North
Pinellas Park, FL 33781

Quote

Date	2/19/2016
Quote #	QT1005113
Expires	3/20/2016
Sales Rep	Cool, Troy K
PO #	
Shipping Method	FedEx Ground

Bill To

City of Tamarac
7525 NW 88TH AVE
Tamarac FL 33321

Ship To

LAUDERHILL FIRE RESCUE

Item #	Alt. Item #	Units	Description	QTY	Unit Sales Price	Amount
X341402220040 2			4.5 X3SC, SH QD/SEM/DEB List Price $8245.00 - 25% = $6183.75 Volume Discount - 10%	52	5,565.38	289,399.76
200129-01			4.5-45MIN CARB CYL&VLV NXG List Price $1420.00 - 25% = $1065.00 Volume Discount - 5%	110	1,011.75	111,292.50
201215-04			AV-3000 HT (S), KVLR w/ R BRKT List Price $384.00 - 25% = $288.00 Volume Discount - 5%	15	273.60	4,104.00
201215-05			AV-3000 HT (M), KVLR w/ R BRKT List Price $384.00 - 25% = $288.00 Volume Discount - 5%	80	273.60	21,888.00
201215-06			AV-3000 HT (L), KVLR w/ R BRKT List Price $384.00 - 25% = $288.00 Volume Discount - 5%	15	273.60	4,104.00
200954-02			RIT-PAK III ASSY, 4500 PSI	5	0.00	0.00
201276-01			PACKAGING, EPIC 3 RI, SINGLE	30	0.00	0.00
201088-01			SEMS II, USB GATEWAY	1	0.00	0.00
201051-01			REPEATER ASSY	1	0.00	0.00
200673-01			ASSEMBLY,WIRELESS BOOT LOADER	1	0.00	0.00
200266-04			HHR ASSEMBLY,PAK-TRACKER	2	0.00	0.00
200433-01			TRK MT CHARGER,PAK-TRACKER	2	0.00	0.00
200077-50			REG ASY, 2013, QD	5	0.00	0.00
804723-01			(HM) CYL&VLV CARBON 60	5	0.00	0.00
CYL LOGO			CYLINDER LOGO CHARGE	110	0.00	0.00
FTSCBA- Flow Test			1 YEAR FLOW TESTING	52	0.00	0.00
Used Respirator Credit				1	(20,288.26)	(20,288.26)

MUNICIPAL EMERGENCY SERVICES

Quote

Date 2/19/2016

Quote # QT1005113

Item	Alt Item#	Units	Description	Qty	Unit Sales Price	Amount

Pricing per GPO Contract #VH11276
(Additional Volume Discount Applied - 10% Paks, 5% Cylinders, 5% Masks)

Subtotal	410,500.00
Shipping Cost (FedEx Ground)	0.00
Total	$410,500.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1005113

CITY OF TAMARAC

7525 NW 88th Ave
TAMARAC, FLORIDA 33321-2401

DATE 3/01/16

MISCELLANEOUS ACCOUNTS RECEIVABLE

TO:
CITY OF NORTH LAUDERDALE FD
ATTN: FIRE DEPARTMENT
6151 BAILEY ROAD
NORTH LAUDERDALE, FL 33068-4939

DEPARTMENT BILLING	INVOICE NUMBER	BILLING DATE	PAYMENT DUE BY
AR /(954) 597-3558	29415	3/01/16	3/31/16

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	GRANT MATCHING FUND	22,795.00	22,795.00

** Payment is Due Upon Receipt **
City of Tamarac thanks you for prompt payment.

TOTAL DUE: $22,795.00

DETACH AND RETURN THIS STUB WITH REMITTANCE

City of Tamarac
7525 NW 88th Ave
Tamarac, FL 33321-2401

INVOICE NUMBER	DUE DATE
29415	3/31/16
TOTAL AMOUNT DUE	AMOUNT PAID
$22,795.00	

MISCELLANEOUS ACCOUNTS RECEIVABLE
Please put invoice number on check
to insure proper credit.

PAYMENT MUST BE MADE IN U.S. CURRENCY OR BY CHECK PAYABLE TO THE CITY OF TAMARAC

CITY OF NORTH LAUDERDALE FD
ATTN: FIRE DEPARTMENT
6151 BAILEY ROAD
NORTH LAUDERDALE, FL 33068-4939

☐ To request change of address, please check box and write in new address on reverse side.

TAMINVC

MUNICIPAL EMERGENCY SERVICES

3789 62nd Avenue North
Pinellas Park, FL 33781

Quote

Date	2/19/2016
Quote #	QT1005114
Expires	3/20/2016
Sales Rep	Cool, Troy K
PO #	
Shipping Method	FedEx Ground

Bill To

City of Tamarac
7525 NW 88TH AVE
Tamarac FL 33312

Ship To

CITY OF NORTH LAUDERDALE

Item	Alt Item #	Units	Description	QTY	Unit Sales Price	Amount
X341402220040 2			4.5 X3SC, SH QD/SEM/DEB List $8245.00 - 25% = $6183.75 Volume Discount - 10%	31	5,565.38	172,526.78
200129-01			4.5-45MIN CARB CYL&VLV NXG List $1420.00 - 25% = $1065.00 Volume Discount - 5%	62	1,011.75	62,728.50
201215-04			AV-3000 HT (S), KVLR w/ R BRKT List $384.00 - 25% = $288.00 Volume Discount - 5%	10	273.60	2,736.00
201215-05			AV-3000 HT (M), KVLR w/ R BRKT List $384.00 - 25% = $288.00 Volume Discount - 5%	35	273.60	9,576.00
201215-06			AV-3000 HT (L), KVLR w/ R BRKT List $384.00 - 25% = $288.00 Volume Discount - 5%	5	273.60	1,368.00
200954-02			RIT-PAK III ASSY, 4500 PSI	2	0.00	0.00
804723-01			(HM) CYL&VLV CARBON 60	4	0.00	0.00
201275-01			PACKAGING, EPIC 3 AMP, SINGLE	50	0.00	0.00
200266-04			HHR ASSEMBLY,PAK-TRACKER	1	0.00	0.00
200433-01			TRK MT CHARGER,PAK-TRACKER	1	0.00	0.00
200673-01			ASSEMBLY,WIRELESS BOOT LOADER	1	0.00	0.00
200388-01			TOOL ADAPTER	5	0.00	0.00
FTSCBA- Flow Test			YEAR 1 ANNUAL FLOW TEST	31	0.00	0.00

Pricing per GPO Contract #VH11276
(Additional Volume Discount Applied - 10% Paks, 5% Cylinders, 5% Masks)

Subtotal	248,935.28
Shipping Cost (FedEx Ground)	0.00
Total	$248,935.28

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1005114

CITY OF TAMARAC

7525 NW 88th Ave
TAMARAC, FLORIDA 33321-2401

DATE 3/01/16

MISCELLANEOUS ACCOUNTS RECEIVABLE

TO: CITY OF MARGATE FD
1811 BANKS ROAD
MARGATE, FL 33063

DEPARTMENT BILLING	INVOICE NUMBER	BILLING DATE	PAYMENT DUE BY
AR /(954) 597-3558	29418	3/01/16	3/31/16

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	GRANT MATCHING FUND	52,939.00	52,939.00

** Payment is Due Upon Receipt **
City of Tamarac thanks you for prompt payment.

TOTAL DUE: $52,939.00

DETACH AND RETURN THIS STUB WITH REMITTANCE

City of Tamarac
7525 NW 88th Ave
Tamarac, FL 33321-2401

INVOICE NUMBER	DUE DATE
29418	3/31/16
TOTAL AMOUNT DUE	AMOUNT PAID
$52,939.00	

MISCELLANEOUS ACCOUNTS RECEIVABLE
Please put invoice number on check
to insure proper credit.

PAYMENT MUST BE MADE IN U.S. CURRENCY OR BY CHECK PAYABLE TO THE CITY OF TAMARAC

CITY OF MARGATE FD
1811 BANKS ROAD
MARGATE, FL 33063

☐ To request change of address, please check box and write in new address on reverse side.

TAMINVC

MUNICIPAL EMERGENCY SERVICES

3789 62nd Avenue North
Pinellas Park, FL 33781

Quote

Date	2/19/2016
Quote #	QT1005116
Expires	3/20/2016
Sales Rep	Cool, Troy K
PO #	
Shipping Method	FedEx Ground

Bill To

CITY OF TAMARAC
7525 NW 88TH AVE
Tamarac FL 33321

Ship To

CITY OF MARGATE FIRE RESCUE

Item	Alt Item #	Units	Description	Qty	Unit Sales Price	Amount
X341402220040 2			4.5 X3SC, SH QD/SEM/DEB List $8245.00 - 25% = $6183.75 Volume Discount - 10%	72	5,565.38	400,707.36
200129-01			4.5-45MIN CARB CYL&VLV NXG List $1420.00 - 25% = $1065.00 Volume Discount - 5%	144	1,011.75	145,692.00
201215-04			AV-3000 HT (S), KVLR w/ R BRKT List $384.00 - 25% = $288.00 Volume Discount - 5%	15	273.60	4,104.00
201215-05			AV-3000 HT (M), KVLR w/ R BRKT List $384.00 - 25% = $288.00 Volume Discount - 5%	100	273.60	27,360.00
201215-06			AV-3000 HT (L), KVLR w/ R BRKT List $384.00 - 25% = $288.00 Volume Discount - 5%	20	273.60	5,472.00
200954-02			RIT-PAK III ASSY, 4500 PSI	2	0.00	0.00
804723-01			(HM) CYL&VLV CARBON 60	4	0.00	0.00
201276-01			PACKAGING, EPIC 3 RI, SINGLE	40	0.00	0.00
201088-01			SEMS II, USB GATEWAY	1	0.00	0.00
201051-01			REPEATER ASSY	1	0.00	0.00
200673-01			ASSEMBLY,WIRELESS BOOT LOADER	1	0.00	0.00
200266-04			HHR ASSEMBLY,PAK-TRACKER	1	0.00	0.00
200433-01			TRK MT CHARGER,PAK-TRACKER	1	0.00	0.00
200388-01			TOOL ADAPTER	2	0.00	0.00
FTSCBA- Flow Test			1 YEAR FLOW TESTING	72	0.00	0.00
Used Respirator Credit			Trade In Credit Applied to Purchase	1	(1,035.36)	(1,035.36)

MUNICIPAL EMERGENCY SERVICES

Quote

Date 2/19/2016

Quote # QT1005116

Item	Alt Item #	Units	Description	Qty	Unit Sales Price	Amount

Pricing per GPO Contract #VH11276
(Additional Volume Discount Applied - 10% Paks, 5% Cylinders, 5% Masks)

Subtotal	582,300.00
Shipping Cost (FedEx Ground)	0.00
Total	$582,300.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1005116

CITY OF TAMARAC

7525 NW 88th Ave
TAMARAC, FLORIDA 33321-2401

DATE 3/01/16

MISCELLANEOUS ACCOUNTS RECEIVABLE

TO:
CITY OF SUNRISE FD
10440 WEST OAKLAND PARK BLVD
LAUDERHILL, FL 33351

DEPARTMENT BILLING	INVOICE NUMBER	BILLING DATE	PAYMENT DUE BY
AR /(954) 597-3558	29419	3/01/16	3/31/16

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	GRANT MATCHING FUND	38,764.00	38,764.00

** Payment is Due Upon Receipt **
City of Tamarac thanks you for prompt payment.

TOTAL DUE: $38,764.00

DETACH AND RETURN THIS STUB WITH REMITTANCE

City of Tamarac
7525 NW 88th Ave
Tamarac, FL 33321-2401

INVOICE NUMBER	DUE DATE
29419	3/31/16
TOTAL AMOUNT DUE	AMOUNT PAID
$38,764.00	

MISCELLANEOUS ACCOUNTS RECEIVABLE
Please put invoice number on check
to insure proper credit.

PAYMENT MUST BE MADE IN U.S. CURRENCY OR BY CHECK PAYABLE TO THE CITY OF TAMARAC

CITY OF SUNRISE FD
10440 WEST OAKLAND PARK BLVD
LAUDERHILL, FL 33351

☐ To request change of address, please check box and write in new address on reverse side.

TAMINVC

MUNICIPAL EMERGENCY SERVICES

3789 62nd Avenue North
Pinellas Park, FL 33781

Quote

Date	2/22/2016
Quote #	QT1005595
Expires	3/23/2016
Sales Rep	Cool, Troy K
PO #	
Shipping Method	FedEx Ground

Bill To

CITY OF TAMARAC
7525 NW 88TH AVE
Tamarac FL 33321

Ship To

SUNRISE FIRE RESCUE

Item	Alt Item#	Units	Description	QTY	Unit Sales Price	Amount
X3414022200402			4.5 X3SC, SH QD/SEM/DEB List $8245.00 - 25% = $6183.75 Volume Discount - 10%	50	5,565.38	278,269.00
200129-01			4.5-45MIN CARB CYL&VLV NXG List $1420.00 - 25% = $1065.00 Volume Discount 5%	100	1,011.75	101,175.00
201215-04			AV-3000 HT (S), KVLR w/ R BRKT List $384.00 - 25% = $288.00 Volume Discount 5%	15	273.60	4,104.00
201215-05			AV-3000 HT (M), KVLR w/ R BRKT List $384.00 - 25% = $288.00 Volume Discount 5%	136	273.60	37,209.60
201215-06			AV-3000 HT (L), KVLR w/ R BRKT List $384.00 - 25% = $288.00 Volume Discount 5%	20	273.60	5,472.00
200954-02			RIT-PAK III ASSY, 4500 PSI	3	0.00	0.00
804723-01			(HM) CYL&VLV CARBON 60	6	0.00	0.00
201276-01			PACKAGING, EPIC 3 RI, SINGLE	30	0.00	0.00
201088-01			SEMS II, USB GATEWAY	2	0.00	0.00
201051-01			REPEATER ASSY	2	0.00	0.00
200673-01			ASSEMBLY,WIRELESS BOOT LOADER	1	0.00	0.00
200388-01			TOOL ADAPTER	10	0.00	0.00
200266-04			HHR ASSEMBLY,PAK-TRACKER	2	0.00	0.00
200433-01			TRK MT CHARGER,PAK-TRACKER	2	0.00	0.00
200077-50			REG ASY, 2013, QD	15	0.00	0.00
FTSCBA- Flow Test			1 YEAR FLOW TESTING	50	0.00	0.00

MUNICIPAL EMERGENCY SERVICES

Quote

Date 2/22/2016

Quote # QT1005595

Item	Alt. Item #	Units	Description	QTY	Unit Sales Price	Amount

Pricing per GPO Contract #VH11276
(Additional Volume Discount Applied - 10% Paks, 5% Cylinders, 5% Masks)

Subtotal	426,229.60
Shipping Cost (FedEx Ground)	0.00
Total	$426,229.60

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1005595

Title - Discussion - Selection of Director, Alternate and Second Alternate to Broward League of Cities

Discussion - Selection of Director, Alternate and Second Alternate to Broward League of Cities **-** ***City Clerk Patricia Teufel***

ATTACHMENTS:

	Description	Upload Date	Type
	Selection Memo	3/8/2016	Cover Memo
	Memo from Broward League of Cities	3/8/2016	Backup Material

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
CITY CLERK

TO: Michael C. Cernech, City Manager **DATE: March 8, 2016**

FROM: Patricia Teufel, City Clerk PT

RE: Broward League of Cities - Appointment of Director, Alternate, and Second Alternate from City of Tamarac

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Recommendation: The Mayor and City Commission are encouraged to appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Director or General Membership Meeting held where he/she represents his/her City.

Issue: Appointment of Director, Alternate, and Second Alternate to the Broward League of Cities.

Background: According to the League By-Laws, each City shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Director or General Membership Meeting held where he/she represents his/her municipality

Previously, the Mayor and City Commission appointed:

2013: Beth Talabisco, Director
Harry Dressler, Alternate
Pamela Bushnell, Second Alternate

2014: Harry Dressler, Director
Michelle J. Gomez, Alternate
Debra Placko, Second Alternate

2015: Harry Dressler, Director
Pamela Bushnell, Alternate
Debra Placko, Second Alternate

Fiscal Impact: There is no appreciable fiscal impact to the City.

2015-2016 OFFICERS
President David Rosenof
Deputy Vice Mayor, Parkland
1st Vice President Greg Ross
Mayor, Cooper City
2nd Vice President Jim Norton
Commissioner, Weston
Secretary Dan Daley
Vice Mayor, Coral Springs
Treasurer Gary Resnick
Mayor, Wilton Manors

DIRECTORS
Immediate Past President Patricia Asseff
Commissioner, Hollywood
Past President Susan Starkey
Vice Mayor, Davie
Past President M. Margaret Bates
Commissioner, Lauderhill
Past President Joy Cooper
Mayor, Hallandale Beach
Past President Frank Ortis
Mayor, Pembroke Pines
Gloria Battle
Commissioner, Deerfield Beach
Jack Brady
Mayor, North Lauderdale
Charlotte Burrie
Vice Mayor, Pompano Beach
Thomas Dorsett
Commissioner, West Park
Harry Dressler
Mayor, Tamarac
Justin Flippen
Commissioner, Wilton Manors
Albert Jones
Commissioner, Dania Beach
Marty Kiar
Mayor, Broward County
Keith London
Commissioner, Hallandale Beach
Doug McKay
Councilmember, Southwest Ranches
Wayne Messam
Mayor, Miramar
Ashira Mohammed
Mayor, Pembroke Park
Lesa Peerman
Commissioner, Margate
Donald K. Rosen
Commissioner, Sunrise
Jed Shank
Commissioner, Oakland Park
Iris Siple
Vice Mayor, Pembroke Pines
Elliot Sokolow
Commissioner, Lauderdale-by-the-Sea
Greg Sollitto
Councilmember, Sea Ranch Lakes
Deb Tarrant
Vice Mayor, Hillsboro Beach
Ken Thurston
Commissioner, Lauderhill
Becky Tooley
Mayor, Coconut Creek
Dean Trantalis
Commissioner, Fort Lauderdale
Glenn Troast
Mayor, Lighthouse Point
Beverly Williams
Commissioner, Lauderdale Lakes
Chris Zimmerman
Councilmember, Plantation

Mary Lou Tighe
Executive Director
Sely Cochrane
Deputy Executive Director

Memorandum

To: City Clerks

From: Mary Lou Tighe, Executive Director

Date: Feb. 29, 2016

Re: 2016-17 Board of Director Appointments

According to the League By-Laws, each city shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Directors or General Membership meeting held where he/she represents his/her municipality.

Please agenda this item for your next commission meeting so that all appointments are concluded by April 1, 2016.

Upon commission action, please complete the information below and return to the League office by April 1, 2016.

==========

Municipality: _____

Commissioner/Council Appointments:

Director: _____

Alternate: _____

Second Alternate: _____

Suite 122 Governmental Center, 115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Phone: 954.357.7370 Fax: 954.357.5563
Internet: www.browardleague.org